

TOWN OF NUTTER FORT
WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

DATE OF CLOSING: FEBRUARY 17, 2009

BONDS TRANSCRIPT

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TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

BOND TRANSCRIPT

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TOWN OF NUTTER FORT

**WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

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TOWN OF NUTTER FORT

BOND ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATER SYSTEM OF THE TOWN OF NUTTER FORT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,300,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF NUTTER FORT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation"), is enacted pursuant to the provisions of Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The Town of Nutter Fort (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public water system (the "System"). However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the

System of the Issuer, consisting of correcting leaking water lines by replacing 16,500 LF of old, deteriorated case iron water lines, replace 325 problem meter services and replace 20 problem fire hydrants, together with all appurtenant facilities (collectively, the "Project"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund (the "Infrastructure Fund") for the West Virginia Infrastructure and Jobs Development Council (the "Council").

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$2,300,000 (the "Series 2009 A Bonds"), to be initially represented by a single bond, to permanently finance the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2009 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2009 A Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2009 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2009 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement (the "Loan Agreement") by and between the Issuer and the Authority on behalf of the Council, in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

G. On the Closing Date, there will be no outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds as to liens, pledge, source of and security for payment, or are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay the principal of and interest on the Bonds (as

hereinafter defined) and payments into all funds and accounts and other payments provided for herein and all costs of operation and maintenance of the System.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2009 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a certificate of convenience and necessity from the Public Service Commission of West Virginia by final order.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

“Act” means, collectively, Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

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

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

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

“Bonds” means the Series 2009 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

“Closing Date” means the date upon which there is an exchange of the Series 2009 A Bonds for all or a portion of the proceeds of the Series 2009 A Bonds from the Authority.

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

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

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

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

“Council” means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

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

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

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

“Governing Body” means the Council of the Issuer as it may now or hereafter be constituted.

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

“Grant” means any grants committed for the Project.

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

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

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

“Issuer” means the Town of Nutter Fort, a municipal corporation and political subdivision of the State of West Virginia, in Harrison County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

“Loan Agreement” means the loan agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority on behalf of the Council, providing for the purchase of the Series 2009 A Bonds, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

“Mayor” means the Mayor of the Issuer.

“Net Proceeds” means the face amount of the Series 2009 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2009 A Bonds Reserve Account.

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

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

“Outstanding,” when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond

cancelled by the Bond Registrar, at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bond registered to the Issuer.

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

“Paying Agent” means the Commission or such other entity or authority as may be designated as a Paying Agent for the Series 2009 A Bonds by the Issuer in the Supplemental Resolution with the written consent of the Authority and the Council.

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

“Qualified Investments” means and includes any of the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;
- (e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be

replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is exempt from federal income taxation, and which are rated at least “A” by Moody’s Investors Service, Inc. or Standard & Poor’s Corporation.

“Recorder” means the Recorder of the Issuer.

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

“Registrar” means the Bond Registrar.

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

“Renewal and Replacement Fund” means the Renewal and Replacement Fund established pursuant to Section 5.01 hereof.

“Reserve Accounts” means the respective Reserve Accounts established for the Series 2009 A Bonds.

“Reserve Requirement” means collectively, the respective amounts required to be on deposit in any Reserve Account.

“Revenue Fund” means the Revenue Fund established pursuant to Section 5.01 hereof.

“Series 2009 A Bonds” means the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

“Series 2009 A Bonds Construction Trust Fund” means the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2009 A Bonds Reserve Account” means the Series 2009 A Bonds Reserve Account established in the Series 2009 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

“Series 2009 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2009 A Bonds in the then current or any succeeding year.

“Series 2009 A Bonds Sinking Fund” means the Series 2009 A Bonds Sinking Fund established by Section 5.02 hereof.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article “the,” refers specifically to the supplemental resolution authorizing the sale of the Series 2009 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2009 A Bonds, and not so included may be included in another Supplemental Resolution.

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

“System” means the existing water system of the Issuer, as expanded and improved by the Project, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system after the completion of the Project.

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

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

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of the Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project at an estimated cost of not to exceed \$2,300,000 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2009 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project in an amount compatible with the financing plan submitted to the Council and the Authority.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2009 A Bonds of the Issuer. The Series 2009 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund)", in the principal amount of not more than \$2,300,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 A Bonds remaining after funding of the Series 2009 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2009 A Bonds, if any, shall be deposited in or credited to the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2009 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2009 A Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2009 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of the Series 2009 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2009 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall be dated and shall have such terms as specified in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2009 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2009 A Bonds shall cease to be such officer of the Issuer before the Series 2009 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2009 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2009 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof, shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2009 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2009 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2009 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2009 A Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2009 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2009 A Bonds or transferring the registered Series 2009 A Bonds are exercised, all Series 2009 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2009 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2009 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and

the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2009 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2009 A Bonds or, in the case of any proposed redemption of Series 2009 A Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2009 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2009 A Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2009 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues. The payment of the debt service of all Series 2009 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System. The Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2009 A Bonds and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2009 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 A Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 2009 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2009 A Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 2009 A Bonds.

Section 3.10. Form of Series 2009 A Bonds. The text of the Series 2009 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2009 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That on this ___ day of _____, 2009, the TOWN OF NUTTER FORT, a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 200____, to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority on behalf of the Council, dated _____, 2009.

This Bond is issued (i) to pay the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2009, and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the "Bond

Legislation”), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THE ISSUER HAS NO BONDS OR OBLIGATIONS OTHER THAN THIS BOND WHICH IS SECURED BY GROSS REVENUES OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, from monies in the Reserve Account created under the Bond Legislation for the Bonds (the “Series 2009 A Bonds Reserve Account”), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2009 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Bonds, and to provide for the reasonable expenses of operation, repair and maintenance of the System, and; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with, or subordinate to, the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied

solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF NUTTER FORT has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated as of the date first written above.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2009 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement and all schedules and exhibits attached thereto are hereby approved and ratified and incorporated into this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Council and the Authority a schedule for the Series 2009 A Bonds, the form of which will be provided by the Authority and the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV
[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Series 2009 A Bonds Construction Trust Fund.

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

- (1) Series 2009 A Bonds Sinking Fund; and
- (2) Series 2009 A Bonds Reserve Account.

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

- (1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3

months prior to the first date of payment of principal of the Series 2009 A Bonds, if not fully funded upon issuance of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement.

(3) The Issuer shall next, on the first day of each month, pay from the Revenue Fund the Operating Expenses of the System.

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

Monies in the Series 2009 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall become due. Monies in the Series 2009 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall come due, when other monies in the Series 2009 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2009 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2009 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2009 A Bonds Reserve Account which result in a reduction in the balance of the Series 2009 A Bonds Reserve Account to below the Series 2009 A Bonds

Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2009 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2009 A Bonds Sinking Fund, or the Series 2009 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

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

C. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 2009 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

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

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

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

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds.

From the monies received from the sale of the Series 2009 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2009 A Bonds, there shall first be deposited with the Commission in the Series 2009 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2009 A Bonds for the period commencing on the date of issuance of the Series 2009 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2009 A Bonds, there shall be deposited with the Commission in the Series 2009 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2009 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 A Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 2009 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 A Bonds shall be expended as directed by the Council.

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

Except as provided in Section 6.01 hereof, disbursements of the proceeds of the Series 2009 A Bonds from the Series 2009 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Council of a certificate, signed by an Authorized Officer stating that:

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

- (2) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
- (3) Each of such costs has been otherwise properly incurred; and
- (4) Payment for each of the items proposed is then due and owing.

Pending such application, monies in the Series 2009 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

The Issuer shall expend all proceeds of the Series 2009 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer, if applicable.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2009 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2009 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2009 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 A Bonds shall not be nor constitute a corporate indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2009 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues. The payment of the debt service of the Series 2009 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System. The Gross Revenues in an amount sufficient to pay the principal of and interest on the Series 2009 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services of the facilities of the System shall be as set forth in the water rate ordinance duly enacted on June 10, 2008, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2009 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2009 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds

sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2009 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2009 A Bonds, immediately be remitted to the Commission for deposit in the Series 2009 A Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to immediately apply such proceeds to the payment of principal of and interest on the Series 2009 A Bonds. Any balance remaining after the payment of all the Series 2009 A Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of \$50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2009 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2009 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2009 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2009 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2009 A Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. No additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2009 A Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

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

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

- (1) The Bonds then Outstanding;
- (2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding;

and

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

The “estimated average increased annual Net Revenues to be received in each of the 3 succeeding years,” as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Recorder prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12 consecutive month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to the issuance of such Parity Bonds.

All covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2009 A Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any bond of one series over any other bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and account created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2009 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to the lien on and source of and security for payment from such revenues, with the Series 2009 A Bonds.

No Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance with respect to the Bonds then Outstanding, and any other payments provided for in this Ordinance, shall have been made in full as required to the date of issuance of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Ordinance.

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

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

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

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

The Issuer shall file with the Council and the Authority, or any other original purchaser of the Series 2009 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2009 A Bonds, requesting the same, an annual report containing the following:

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in

compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 A Bonds and shall submit said report to the Authority and the Council, or any other original purchaser of the Series 2009 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service requirements.

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

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

Section 7.09. Rates. Prior to the issuance of the Series 2009 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2009 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2009 A Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Series 2009 A Bonds Reserve Account and any reserve accounts for obligations on a parity with, or subordinate to, are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2009 A Bonds, and all other obligations secured by a lien on or payable from

such revenues on a parity with, or subordinate to, the Series 2009 A Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

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

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

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

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the Council covering the supervision and inspection of the development

and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Council, the Authority and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

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

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

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

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

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

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2009 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

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

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

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

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

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

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

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

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

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and all orders and approvals from the West Virginia Public Service Commission and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for the issuance of the Series 2009 A Bonds required by State law, with all appeal periods having expired without successful appeal and shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with copies of all documents submitted to the Authority. The Issuer agrees to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2009 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2009 A Bonds.

Section 7.20. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2009 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2009 A Bonds held in "contingency" as set forth in the schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2009 A Bonds made available due to bid or construction or project underruns.

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

ARTICLE VIII

INVESTMENT OF FUNDS

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

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

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

Section 8.02. Certificate as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2009 A Bonds as a condition to issuance of the Series 2009 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2009 A Bonds as may be necessary in order to maintain the status of the Series 2009 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2009 A Bonds are derived, to lose their status as tax-exempt bonds;

and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2009 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2009 A Bonds; or
- (2) If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its respective part relating to the Series 2009 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2009 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or
- (3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of the Series 2009 A Bonds may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 2009 A Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Series 2009 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2009 A Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to

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

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

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

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

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2009 A Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2009 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2009 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2009 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2009 A Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2009 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2009 A Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2009 A Bonds.

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

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

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *The Exponent Telegram*, a newspaper published and of general circulation in the Town of Nutter Fort, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2009 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

Passed on First Reading: November 25, 2008

Passed on Second Reading: December 9, 2008

Passed on Final Reading
Following Public Hearing: January 13, 2009



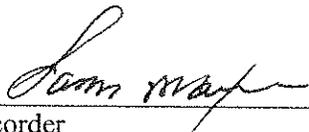
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF NUTTER FORT on the 13th day of January, 2009.

Dated: February 17, 2009.

[SEAL]


Recorder

11.19.08
665690.00002

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF NUTTER FORT; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A BOND ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Nutter Fort (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective January 13, 2009 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATER SYSTEM OF THE TOWN OF NUTTER FORT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,300,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, in the aggregate principal amount not to exceed \$2,300,000 (the "Bonds" or the "Series 2009 A Bonds"), and has authorized the execution and delivery of a loan agreement relating to the Bonds, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and entered into by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF NUTTER FORT:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$1,815,000. The Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2048, and shall bear no interest. The principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including December 1, 2048, and in the amounts as set forth in the

“Schedule Y” attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of a redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Bonds.

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

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

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

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

Section 6. The Issuer does hereby appoint and designate WesBanco Bank, Inc., West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2009 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2009 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2009 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2009 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Bonds shall be deposited in or credited to the Series 2009 A Bonds Construction Trust Fund as received from the Council from time to time for payment of costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 10. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about February 17, 2009, to the Authority pursuant to the Loan

Agreement.

Section 11. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

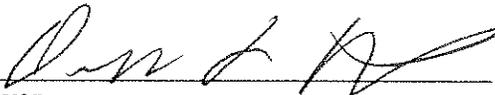
Section 12. The Issuer does hereby approve and authorize all contracts relating to the financing, acquisition and construction of the Project.

Section 13. The Issuer hereby determines to invest all monies in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Monies in the Series 2009 A Bonds Sinking Fund, including the Series 2009 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 10th day of February, 2009.



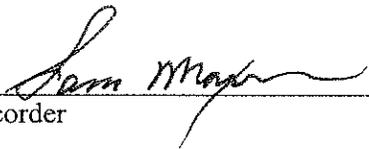
Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Nutter Fort on the 10th day of February, 2009.

Dated: February 17, 2009.

[SEAL]


Recorder

02.05.09
665690.00002

IC-1
(11/01/04)

LOAN AGREEMENT

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

THE TOWN OF NUTTER FORT/2006W-918

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together,

as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

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

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

(h) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and the Council shall have received a certificate of the accountant for the Governmental Agency, or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority and the Council, to such effect; and

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

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

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as

possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the AReserve Account@) was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount

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

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

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

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

(b) Covenants substantially as follows:

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

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

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

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds

outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

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

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

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

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

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

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

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and the Council, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Governmental Agency's

revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

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

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

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

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

Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

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

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

7.10 This Loan Agreement shall terminate upon the earlier of:

- (i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;
- (ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or
- (iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

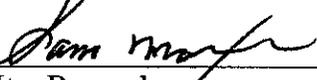
IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

THE TOWN OF NUTTER FORT

(SEAL)

By: 
Its: Mayor
Date: February 17, 2009

Attest:

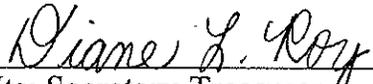

Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: February 17, 2009

Attest:


Its: Secretary-Treasurer

{C1488490.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and my firm¹ has ascertained that all

¹If another responsible party, such as the Issuer=s attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____,

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

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

[SEAL]

By: _____
West Virginia License No. _____

Esq.] and delete Amy firm has ascertained that@.

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

 Name of Person Completing Form

 Address

 Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest	\$
Principal	\$
Total:	\$
Reserve Account:	\$

Witness my signature this ___ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds \$1,815,000
Purchase Price of Local Bonds \$1,815,000

The Local Bonds shall bear no interest. Commencing September 1, 2010, principal on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Governmental Agency: none.

**SCHEDULE Y
DEBT SERVICE SCHEDULE**

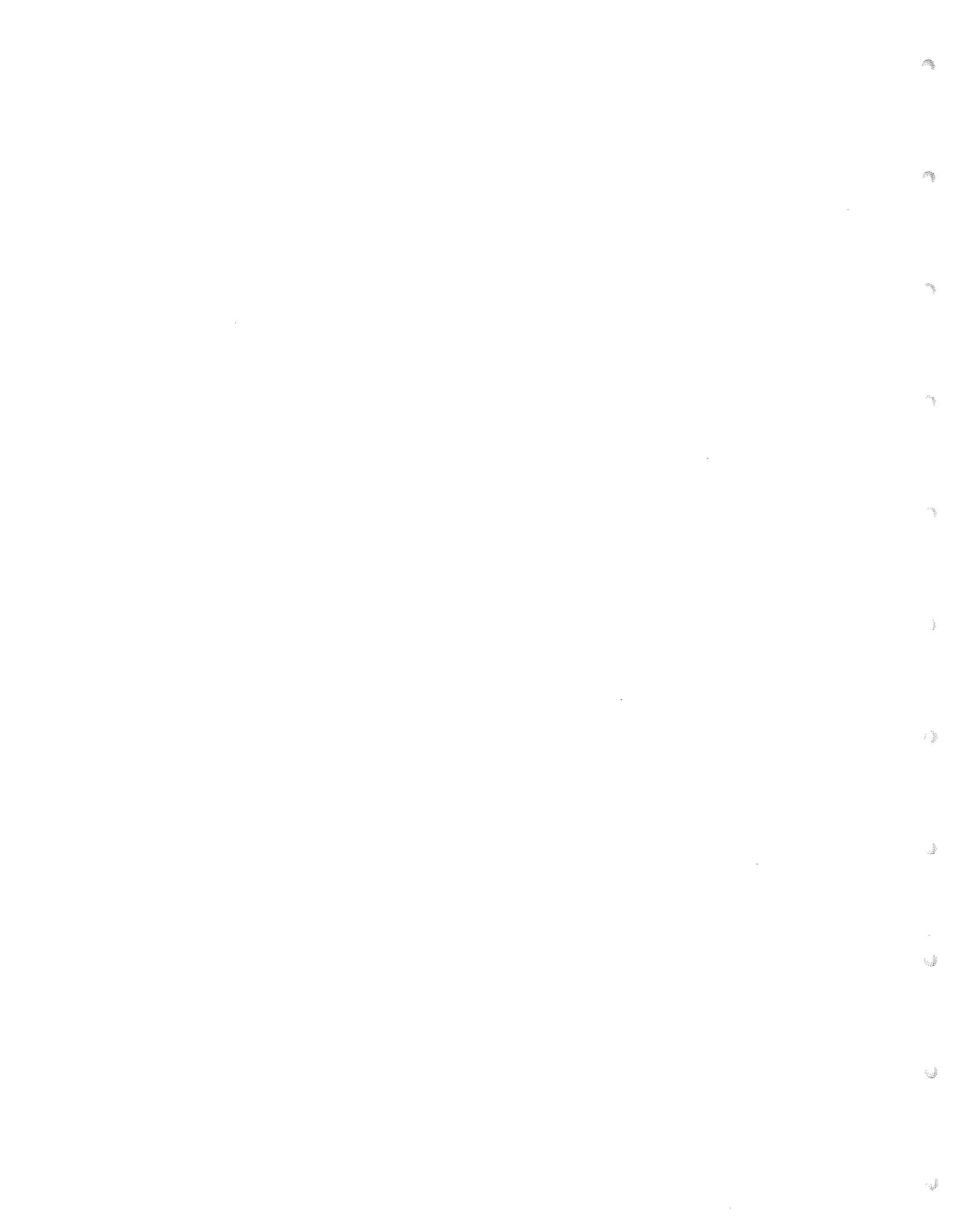
Period Ending	Principal	Interest	Debt Service
9/1/10	11,786.		11,786.
12/1/10	11,786.		11,786.
3/1/11	11,786.		11,786.
6/1/11	11,786.		11,786.
9/1/11	11,786.		11,786.
12/1/11	11,786.		11,786.
3/1/12	11,786.		11,786.
6/1/12	11,786.		11,786.
9/1/12	11,786.		11,786.
12/1/12	11,786.		11,786.
3/1/13	11,786.		11,786.
6/1/13	11,786.		11,786.
9/1/13	11,786.		11,786.
12/1/13	11,786.		11,786.
3/1/14	11,786.		11,786.
6/1/14	11,786.		11,786.
9/1/14	11,786.		11,786.
12/1/14	11,786.		11,786.
3/1/15	11,786.		11,786.
6/1/15	11,786.		11,786.
9/1/15	11,786.		11,786.
12/1/15	11,786.		11,786.
3/1/16	11,786.		11,786.
6/1/16	11,786.		11,786.
9/1/16	11,786.		11,786.
12/1/16	11,786.		11,786.
3/1/17	11,786.		11,786.
6/1/17	11,786.		11,786.
9/1/17	11,786.		11,786.
12/1/17	11,786.		11,786.
3/1/18	11,786.		11,786.
6/1/18	11,786.		11,786.
9/1/18	11,786.		11,786.
12/1/18	11,786.		11,786.
3/1/19	11,786.		11,786.
6/1/19	11,786.		11,786.
9/1/19	11,786.		11,786.
12/1/19	11,786.		11,786.
3/1/20	11,786.		11,786.
6/1/20	11,786.		11,786.
9/1/20	11,786.		11,786.
12/1/20	11,786.		11,786.
3/1/21	11,786.		11,786.
6/1/21	11,786.		11,786.
9/1/21	11,786.		11,786.
12/1/21	11,786.		11,786.
3/1/22	11,786.		11,786.
6/1/22	11,786.		11,786.
9/1/22	11,786.		11,786.

	Period Ending	Principal	Interest	Debt Service
	12/1/22	11,786.		11,786.
	3/1/23	11,786.		11,786.
	6/1/23	11,786.		11,786.
	9/1/23	11,786.		11,786.
	12/1/23	11,786.		11,786.
	3/1/24	11,786.		11,786.
	6/1/24	11,786.		11,786.
	9/1/24	11,786.		11,786.
	12/1/24	11,786.		11,786.
	3/1/25	11,786.		11,786.
	6/1/25	11,786.		11,786.
	9/1/25	11,786.		11,786.
	12/1/25	11,786.		11,786.
	3/1/26	11,786.		11,786.
	6/1/26	11,786.		11,786.
	9/1/26	11,786.		11,786.
	12/1/26	11,786.		11,786.
	3/1/27	11,786.		11,786.
	6/1/27	11,786.		11,786.
	9/1/27	11,786.		11,786.
	12/1/27	11,786.		11,786.
	3/1/28	11,786.		11,786.
	6/1/28	11,786.		11,786.
	9/1/28	11,786.		11,786.
	12/1/28	11,786.		11,786.
	3/1/29	11,786.		11,786.
	6/1/29	11,786.		11,786.
	9/1/29	11,786.		11,786.
	12/1/29	11,786.		11,786.
	3/1/30	11,786.		11,786.
	6/1/30	11,786.		11,786.
	9/1/30	11,786.		11,786.
	12/1/30	11,786.		11,786.
	3/1/31	11,786.		11,786.
	6/1/31	11,786.		11,786.
	9/1/31	11,786.		11,786.
	12/1/31	11,786.		11,786.
	3/1/32	11,786.		11,786.
	6/1/32	11,786.		11,786.
	9/1/32	11,786.		11,786.
	12/1/32	11,786.		11,786.
	3/1/33	11,786.		11,786.
	6/1/33	11,786.		11,786.
	9/1/33	11,786.		11,786.
	12/1/33	11,786.		11,786.
	3/1/34	11,786.		11,786.
	6/1/34	11,786.		11,786.
	9/1/34	11,786.		11,786.
	12/1/34	11,786.		11,786.

	Period Ending	Principal	Interest	Debt Service
	3/1/35	11,786.		11,786.
	6/1/35	11,786.		11,786.
	9/1/35	11,786.		11,786.
	12/1/35	11,786.		11,786.
	3/1/36	11,786.		11,786.
	6/1/36	11,786.		11,786.
	9/1/36	11,786.		11,786.
	12/1/36	11,786.		11,786.
	3/1/37	11,786.		11,786.
	6/1/37	11,786.		11,786.
	9/1/37	11,786.		11,786.
	12/1/37	11,786.		11,786.
	3/1/38	11,785.		11,785.
	6/1/38	11,785.		11,785.
	9/1/38	11,785.		11,785.
	12/1/38	11,785.		11,785.
	3/1/39	11,785.		11,785.
	6/1/39	11,785.		11,785.
	9/1/39	11,785.		11,785.
	12/1/39	11,785.		11,785.
	3/1/40	11,785.		11,785.
	6/1/40	11,785.		11,785.
	9/1/40	11,785.		11,785.
	12/1/40	11,785.		11,785.
	3/1/41	11,785.		11,785.
	6/1/41	11,785.		11,785.
	9/1/41	11,785.		11,785.
	12/1/41	11,785.		11,785.
	3/1/42	11,785.		11,785.
	6/1/42	11,785.		11,785.
	9/1/42	11,785.		11,785.
	12/1/42	11,785.		11,785.
	3/1/43	11,785.		11,785.
	6/1/43	11,785.		11,785.
	9/1/43	11,785.		11,785.
	12/1/43	11,785.		11,785.
	3/1/44	11,785.		11,785.
	6/1/44	11,785.		11,785.
	9/1/44	11,785.		11,785.
	12/1/44	11,785.		11,785.
	3/1/45	11,785.		11,785.
	6/1/45	11,785.		11,785.
	9/1/45	11,785.		11,785.
	12/1/45	11,785.		11,785.
	3/1/46	11,785.		11,785.
	6/1/46	11,785.		11,785.
	9/1/46	11,785.		11,785.
	12/1/46	11,785.		11,785.
	3/1/47	11,785.		11,785.

SCHEDULE Z

None.





PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**FINAL**Entered: October 7, 2008

10/27/2008

CASE NO. 08-0897-W-CN

NUTTER FORT MUNICIPAL WATER DEPARTMENT,
a municipal utility, Harrison County,
Application for a certificate of convenience and
necessity for authority to undertake replacement
of problem water lines, meter services and fire
hydrants.

RECOMMENDED DECISION

On May 30, 2008, the Nutter Fort Municipal Water Department (Nutter Fort, Town or Applicant) filed an application with the Public Service Commission for a certificate of convenience and necessity to construct improvements to its municipal water system, including the replacement of 16,500 linear feet of old, deteriorated cast iron water lines; the replacement of 325 meter services; and the replacement of 20 fire hydrants. According to the application, the project will reduce water leakage and improve the Town's unaccounted-for water losses. The application indicated that the Town was in the process of adopting a municipal water rate ordinance, to increase its water rates approximately 17.56 percent, to support the proposed project. The Town estimated that the project would cost \$1,815,000 and would be financed through a loan from the West Virginia Infrastructure and Jobs Development Council (IJDC), for a term of 38 years at zero percent interest. Along with the application, the Town filed a Rule 42 Exhibit for its water system replacement project; the letter of commitment from the IJDC for the loan; the proposed notice of filing; the final engineering report; and project plans and specifications.

By Commission Notice of Filing Order entered on May 30, 2008, Nutter Fort was directed to give notice of the filing of its application by publishing a copy of the Notice of Filing one time in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Harrison County, making due return to the Commission of a proper certificate of publication immediately thereafter. Anyone interested in the application was given thirty days in which to file written protests or petitions to intervene. The Order further noted that, if no protests were received within the thirty-day period, the Commission could waive formal hearing and grant the application based on the evidence submitted with the application and the Commission's review thereof.

On June 26, 2008, the Town filed an Affidavit of Publication from the Exponent Telegram, a newspaper published and generally circulated in Harrison County, verifying that the required notice was published in that

newspaper on June 14, 2008. Additionally, the Town filed a return receipt card verifying that it served a copy of the notice of filing by United States Certified Mail, return receipt requested, on its sole resale customer, Quiet Dale Public Service District, which notice was received by its customer on June 17, 2008. The thirty-day protest period, based on the newspaper publication, expired on July 14, 2008, and Quiet Dale Public Service District's thirty-day period in which to protest or intervene expired on July 17, 2008. No protests or petitions to intervene were filed within the statutory thirty-day period.

On June 26, 2008, Staff Attorney Ronald E. Robertson, Jr., filed the Initial Joint Staff Memorandum in this proceeding, attached to which was the Initial Internal Memorandum prepared by Utilities Technical Analyst James Spurlock, of the Commission's Engineering Division, and Utilities Analyst Michael Quinlan, of the Commission's Water and Wastewater Division. Commission Staff's initial review of the application indicated that the Applicant had submitted most of the required information which Staff needed to review the filing. Commission Staff indicated that it would file its recommendation within the Commission's required time frame and recommended that the proceeding be referred to the Division of Administrative Law Judges.

By Order issued on July 14, 2008, the Commission referred this matter to the Division of Administrative Law Judges for a decision to be issued on or before October 14, 2008, if there was no public protest to the application within thirty days of publication of the required revised notice or on or before December 26, 2008, if public protest was received within thirty days of the date of publication of the revised notice. Additionally, the Commission concluded that the Notice of Filing initially published by the Town was deficient, because it failed to inform the public of the expected dollar or percentage increases for average residential or commercial customers. Accordingly, the Commission required the Town to publish the Revised Notice of Filing attached to the Referral Order one time in a newspaper duly, qualified by the Secretary of State, published and of general circulation in Harrison County.

On August 14, 2008, the Greater Harrison County Public Service District (Greater Harrison) filed a petition to intervene in this matter, stating that it was the successor, by merger and consolidation, to the Quiet Dale Public Service District; that it was a resale water customer of the Town; and that it wished to be made a party in this matter so that it could be assured that any order from the Commission regarding the Town's resale rate takes into account the interests of the Greater Harrison County Public Service District's ratepayers. It requested that Commission Staff perform a class cost of service study in this case before recommending any final rate increase, and asserted that no other party in the case had an interest so similar to that of the Greater Harrison County Public Service District that its interests would be protected without its intervention.

On August 18, 2008, the Town filed an objection to Greater Harrison's petition to intervene, pointing out that all rate issues had already been decided, since Nutter Fort had already enacted its water rate ordinance, the rates had become effective and the Commission had issued a tariff based upon those rates. Nutter Fort adopted its water rate ordinance on June 10, 2008, and filed the ordinance and other

documents with the Commission on June 16, 2008. The statutory thirty-day protest for that municipal ordinance started on June 10, 2008, and ended on July 10, 2008. No protests were filed against the ordinance. On July 17, 2008, Staff Attorney Robertson sent a letter to Nutter Fort indicating that the Town had complied with all statutory requirements and Commission rules in its adoption of the ordinance and, since no protest had been filed to the ordinance, the rates contained therein would go into effect on July 25, 2008. Subsequently, Nutter Fort received a tariff from the Commission, which the mayor executed and returned to the Commission. Nutter Fort's new rates have been in effect since July 25, 2008. Nutter Fort also asserted that it informed Greater Harrison of the rate increase it was seeking prior to the first reading of the rate ordinance. Therefore, Greater Harrison was fully aware of the rate increase being sought before the municipal ordinance process was initiated, and chose not to protest the ordinance. Nutter Fort noted that its water rates cannot be modified in the certificate case and the Commission is without jurisdiction concerning Nutter Fort's water rates in this matter. Accordingly, the rates would not be an issue and no class cost of service study would be performed. The only issue in this case is whether a certificate for the project should be issued to Nutter Fort. Since Greater Harrison's only stated reason for intervening in this matter was to monitor Nutter Fort's rates, the Town argued that Greater Harrison had no valid reason to be a party to this proceeding and had no legal interest in this case. Therefore, Nutter Fort asked the Commission to deny the petition to intervene.

On August 26, 2008, the town filed the affidavit of publication for the Revised Notice of Filing, verifying that it was published on August 1, 2008. The public protest period expired on August 31, 2008, and, other than the petition to intervene filed by Greater Harrison County Public Service District, no protests or requests to intervene were filed in response to the publication.

On August 29, 2008, Staff Attorney Robertson filed the Final Joint Staff Memorandum in this matter, attached to which was the Final Internal Memorandum prepared by Mr. Spurlock and Mr. Quinlan. Technical Staff noted that the project will consist of the installation of approximately 15,300 feet of six-inch water line, 500 feet of four-inch water line, 700 feet of two-inch water line, and the replacement of 20 fire hydrants and 325 meter settings. The Town's original water lines were installed in the early 1900s and those lines, made of cast iron and asbestos cement, were near the end of their useful life, deteriorated and requiring increased maintenance due to leakage. The proposed project will involve water line replacement in the problem areas and provide new meters for 325 existing customers. The total estimated project cost is \$1,815,000. Since the Town serves approximately 844 customers, the cost per customer is \$2,150. No new customers will be added by the project. Commission Staff considered the project cost estimate to be reasonable, considering the scope of the project. The engineering costs for the project are \$240,000, approximately 16 percent of the construction cost of \$1,493,000. While the Town's filing projects no change in operation and maintenance expenses as a result of the project, the project engineering report explains that the older lines have become a maintenance problem and are being replaced to prevent future leaks and to lower existing operation and maintenance costs. Commission Staff agreed that new water lines should reduce the Town's maintenance costs. The State Office of

Environmental Health Services has issued Permit No. 17,751, indicating that agency's approval of the project. Commission Staff's review of the project plans and specifications did not reveal any conflicts with any Commission rules and regulations.

The Town's project has been reviewed and approved by the IJDC, and the IJDC has issued a letter of commitment to the Town for a loan in the amount of \$1,815,000 at zero percent interest for 40 years. Commission Staff reviewed the Rule 42 Exhibit accompanying the certificate application. That exhibit was based upon the year ended June 30, 2007, and reflected that the Town proposed to increase its rates 17.56 percent as a result of the project. Staff noted that the proposed rates and charges were adopted by the Nutter Fort City Council on June 10, 2008, and became effective for all service rendered on and after July 25, 2008. Commission Staff attached to its recommendation a copy of the Town's current tariff and a proposed Staff-recommended tariff for the Town to use as the basis for its next rate ordinance to bring some of its tariff language into compliance with the Commission's current Tariff Rules.

Based on the new rates and charges, annual operating revenues are projected to increase \$74,882 annually, with operation and maintenance expenses projected to remain the same, although Staff expects operation and maintenance expenses to decrease once the new water lines have been installed. In its Rule 42 Exhibit, the Town included a renewal and replacement reserve of \$12,684, or 2.5 percent of annual operating revenue, in accordance with the loan's requirements. Based upon the proposed level of rates, it is expected that the Town's total cash flow surplus will be approximately \$9,728, with debt service coverage of 143.78 percent.

Commission Staff recommended that a certificate of convenience and necessity be granted to the Town to construct the additions and improvements described in its application, in the amount of \$1,815,000, and that the project financing, consisting of the IJDC loan, be approved. Staff further recommended that, if there are any changes in the plans or scope of the project, the Town seek Commission approval of those changes. If there are changes in the rates to be charged associated with the project, the Town should also seek Commission approval of those changes. Finally, if project-related rates remain unchanged, Commission Staff recommended that the Town file an affidavit executed by a certified public accountant verifying that its rates and charges are not affected. Staff recommended that the Town provide a copy of the engineer-certified bid tabulations for all contracts to be awarded for the project as soon as they become available, and that the Town submit a copy of the certificate of substantial completion issued for each construction contract associated with the project as soon as they became available.

On September 3, 2008, the Greater Harrison County Public Service District withdrew its petition to intervene in this matter.

Also on September 3, 2008, the Town requested that the Commission grant its certificate application.

Upon consideration of all of the above, the undersigned Administrative Law Judge is of the opinion that a certificate of convenience and necessity should be granted to Nutter Fort Municipal

Water Department for the project described in its application filed herein on May 30, 2008. Given the age and condition of the Town's water lines, the project is obviously necessary. Since the project is fully financed by a zero percent interest loan from the IJDC and the Town has already successfully enacted a municipal rate ordinance increasing its rates and charges to support that loan, without protest or objection from its customers, the project is economically feasible and convenient. Finally, the Town has complied with all notice requirements regarding certificate applications before the Public Service Commission.

The Statement H attached to the Town's Rule 42 Exhibit indicates that the three-year average of the Town's previous capital/plant additions is \$9,315. It should be noted that the level of surplus provided by the Town's rates, \$9,728, might not be approved by the Public Service Commission in a municipal appeal proceeding, since the Town's proposed rate level provides it with a cash flow surplus significantly greater than that required by its annual average capital and plant additions, considering that the renewal and replacement reserve is designed for capital and plant additions. The Town should review the Commission's Order in Claywood Park Public Service District, Case No. 07-0175-PWD-19A, Commission Order entered August 19, 2008, for the Commission's current policy on cash flow surplus.

FINDINGS OF FACT

1. On May 30, 2008, the Nutter Fort Municipal Water Department filed an application with the Public Service Commission for a certificate of convenience and necessity to construct 16,500 feet of replacement water line, replace 20 fire hydrants and replace 325 meter settings, with a project cost estimate of \$1,815,000. (See, application and associated exhibits filed May 30, 2008).

2. The Public Service Commission required the Nutter Fort Municipal Water Department to provide notice to the public of its application. Nutter Fort published both an Original Notice of Filing and a Revised Notice of Filing with no protests having been filed within the statutory 30-day protest period after each of those publications. The Town of Nutter Fort also notified its resale customer by United States Certified Mail, return receipt requested. (See, affidavits of publication filed June 26 and August 26, 2008, and return receipt card filed June 26, 2008).

3. The Greater Harrison County Public Service District, the District's resale customer, as successor-in-interest to the Quiet Dale Public Service District, filed a petition to intervene in this matter on August 14, 2008, requesting only that the Commission consider its interests in reviewing rates and asking Commission Staff to perform a Class Cost of Service Study. However, Greater Harrison withdrew its petition to intervene on September 3, 2008. (See, Petition to Intervene filed August 14, 2008; Notice of Withdrawal of Petition to Intervene filed September 3, 2008).

4. The West Virginia Infrastructure and Jobs Development Council has reviewed and approved the Town's project and issued a binding letter of commitment for a loan in the amount of \$1,815,000, for a term of 40

years, at zero percent interest, for the project. (See, commitment letter filed May 30, 2008; Final Joint Staff Memorandum and attachment filed August 29, 2008).

5. The West Virginia Office of Environmental Health Services has issued Permit No. 17,751 for the project, indicating that agency's approval of the project. Commission Staff's review of the project's plans and specifications revealed no conflicts with any Commission rule or regulation. (See, Final Joint Staff Memorandum and attachment filed August 29, 2008).

6. The Town's original water lines were installed in the early 1900s. Those lines, made of cast iron and asbestos cement, are near the end of their useful lives; are deteriorated; and require increased maintenance due to leakage. The proposed project will replace the water lines in the problematic areas, replace 20 fire hydrants and provide new meters for 325 existing customers. (See, application filed May 30, 2008; Final Joint Staff Memorandum and attachment filed August 29, 2008).

7. The Town has already enacted a municipal rate ordinance, increasing its water rates, to support the borrowing associated with the project. That ordinance was reviewed by Commission Staff, which concluded that the Town had complied with the statutory requirements for municipal rate ordinances. The rates adopted by the Nutter Fort City Council became effective for all service rendered on and after July 25, 2008. Those rates should generate an annual cash flow surplus of approximately \$9,728, with debt service coverage of 143.78 percent. (See, application and associated exhibits filed May 30, 2008; Final Joint Staff Memorandum and attachment filed August 29, 2008).

8. While the Town's filing projected no decrease in operation and maintenance expenses as a result of the project, the project engineer believes that, after the older lines have been replaced, operation and maintenance expenses should decrease in the future. Commission Staff agreed that the new water lines should reduce the Town's maintenance costs. (See, Final Joint Staff Memorandum and attachment filed August 29, 2008).

9. Based upon its review of the project, Commission Staff recommended that the Commission grant the requested certificate of convenience and necessity and approve the proposed financing.

CONCLUSIONS OF LAW

1. The public convenience and necessity require the project proposed in the application filed by the Nutter Fort Municipal Water Department.

2. The project financing, consisting of a West Virginia Infrastructure and Jobs Development Council loan in the amount of \$1,815,000, for a term of 40 years at zero percent interest, is reasonable.

3. The Town's existing rates and charges, which became effective on July 25, 2008, and are designed to support the borrowing associated

with the project, should generate an annual cash flow surplus of \$9,728 and a debt service coverage of 143.78 percent. Those rates became effective by operation of law without objection from the Town's customers. Accordingly, the project is financially feasible and convenient to the public, since no additional rate increase will be required.

4. The Town has complied with all notice requirements for certificate applications filed with the Public Service Commission.

5. A certificate of convenience and necessity should be granted to the Town of Nutter Fort Municipal Water Department for the construction of the improvements and additions to its existing water treatment and distribution system in Harrison County, West Virginia, as described in the application filed herein on May 30, 2008.

ORDER

IT IS, THEREFORE, ORDERED that a certificate of convenience and necessity be, and it hereby is, granted to the Nutter Fort Municipal Water Department for the construction of the improvements and additions to its existing water treatment and distribution system in Harrison County, West Virginia, more fully described in the application filed herein on May 30, 2008, for a total project cost of \$1,815,000, to serve its existing residential, commercial and resale customers in Harrison County.

IT IS FURTHER ORDERED that the project financing, consisting of a loan from the West Virginia Infrastructure and Jobs Development Council in the amount of \$1,815,000, for a term of 40 years at zero percent interest, be, and it is hereby is, approved.

IT IS FURTHER ORDERED that, if there are any changes in the plans, financing or scope of the project, the Town obtain Commission approval of those changes prior to commencing construction. If there are changes in project cost which do not require a change in rates, the Town need not obtain Commission approval of those changes in project cost prior to commencing construction. However, the Town must file an affidavit executed by its certified public accountant verifying that its rates and charges are not affected by the change in project cost.

IT IS FURTHER ORDERED that the Town file with the Commission a copy of the engineer's certified bid tabulation for each contract awarded for this project, as soon as each becomes available.

IT IS FURTHER ORDERED that the Town of Nutter Fort file with the Commission a copy of the certificate of substantial completion issued for each construction contract associated with the project certificated herein, as soon as each becomes available.

IT IS FURTHER ORDERED that, if this project requires the use of Division of Highways' rights-of-way, the Town of Nutter Fort comply with all requirements of the Division of Highways regarding the use of those rights-of-way.

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

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

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

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

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



Melissa K. Marland
Administrative Law Judge

MKM:cdk
080897a.wpd

PUBLISHER'S CERTIFICATE

I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

NOTICE OF FILING

was published in THE EXPONENT-TELEGRAM 1 time(s) commencing on the 14th day of June 2008 and ending on the 14th day of June 2008 at the request of SMITH, MCMUNN & GLOVER, PLLC. Given under my hand this 16th day of June 2008

The publisher's fee for said publication is: \$222.04 for 1,708 words at \$0.13 per word.

Sara V. Shingleton
Classified Manager of The Exponent-Telegram

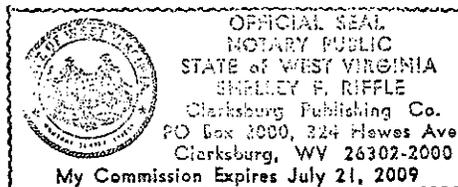


Subscribed to and sworn to before me this 16th day of June 2008.

Shelley F. Riffle
Notary Public in and for Harrison County, WV

My commission expires on:

The 21 day of July



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SECRETARY OF STATE

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 30th day of May, 2008.

CASE NO. 08-0897-W-CN

NUTTER FORT MUNICIPAL WATER DEPARTMENT

Application for a Certificate of Convenience and Necessity for authority to undertake replacement of problem water lines, meter services and fire hydrants, all in Harrison County.

NOTICE OF FILING

WHEREAS, on May 30, 2008, the Nutter Fort Municipal Water Department (Nutter Fort) filed an application, duly verified, for a Certificate of authority to undertake replacement of problem water lines, meter services and fire hydrants, all in Harrison County, West Virginia. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, Charleston, West Virginia 25323.

WHEREAS, Nutter Fort estimates that the improvements will cost \$1,815,000. It is proposed that the project will be financed through a loan through the West Virginia Infrastructure Jobs Development Council in the amount of \$1,815,000, at an interest rate of 0% for 38 years.

WHEREAS, Nutter Fort anticipates charging the following water rates for its customers:

SCHEDULE I

APPLICABILITY

Applicable within the entire territory

AVAILABILITY

Available for general domestic, commercial and industrial service.

RATE SCHEDULE

First	2,000 gallons used per month	\$8.37 per 1,000 gallons
Next	3,000 gallons used per month	\$7.84 per 1,000 gallons
Next	15,000 gallons used per month	\$5.75 per 1,000 gallons
All over	20,000 gallons used per month	\$5.04 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the customer's meter, to-wit:

5/8 x 3/4	inch meter	\$16.74 per month
3/4	inch meter	\$25.14 per month
1	inch meter	\$41.89 per month
1-1/2	inch meter	\$83.78 per month
2	inch meter	\$134.04 per month
3	inch meter	\$251.34 per month
4	inch meter	\$418.89 per month
6	inch meter	\$837.78 per month

DELAYED PAYMENT PENALTY

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

RECONNECT CHARGE

\$25.00

To be charged whenever the supply of water is turned off for violation of rules, non-payment of bills, or fraudulent use of water.

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of \$300.00 will be charged to all customers who apply for service outside a certificate proceeding before the Commission or each new tap to the system.

SECURITY DEPOSITS

Not to exceed one-twelfth (1/12) of the annual estimated charge for residential service or one-sixth (1/6) of the annual estimated charge for commercial service.

LEAK ADJUSTMENT INCREMENT

\$2.67 per 1,000 gallons is to be used where a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge equal to the actual bank assessed to the utility or a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds.

RESIDENT'S RESPONSIBILITY

A fee of \$25.00 will be charged to customers for call outs after working hours or on holidays for problems other than the Town's responsibility. This charge will be assessed if the problem is the resident's and is so determined at the time of the call out by the maintenance department.

SCHEDULE II

APPLICABILITY

Applicable within the entire territory

AVAILABILITY

Available for resale customers.

RATE

\$3.65 per 1,000 gallons used per month (includes \$0.465 per 1,000 gallons transportation charge).

The proposed rate increase is approximately 17.56%.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

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

IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof.

A True Copy, Teste:

Sandra, Squire, Executive Secretary

West Virginia Infrastructure & Jobs Development Council

Public Members:

Mark Prince
Hurricane
Dwight Calhoun
Petersburg
Tim Stranko
Morgantown
Dave McComas
Prichard

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

May 8, 2006

The Honorable Donald Webster
Mayor, Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, West Virginia 26301

Re: Town of Nutter Fort Water Board
Water Project 2006W-918

Dear Mayor Webster:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") has reviewed the Town of Nutter Fort Water Board's (the "Town") preliminary application regarding its proposed project to replace water lines and water meters; overlay the streets with HLBC after construction (the "Project").

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

The Infrastructure Council has determined the Town may be eligible for a \$1,815,000 Infrastructure Fund loan (3%, 20 yrs) pending final determination of the project's eligibility and readiness to proceed. This letter is not a commitment letter of Infrastructure Funds. The Project will be placed on the Infrastructure Council's pending list of projects.

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

Sincerely,



Mark Prince

Enclosure

cc: Pat Taylor, BPH (w/o enclosure)
Region VI Planning & Development Council
Randy Watson, Thrasher Engineering, Inc.

West Virginia Infrastructure & Jobs Development Council

Public Members:

Mark Prince
Hurricane
Dwight Calhoun
Petersburg
Tim Stranko
Morgantown
Dave McComas
Prichard

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

July 14, 2006

The Honorable Donald Webster
Mayor, Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, West Virginia 26301

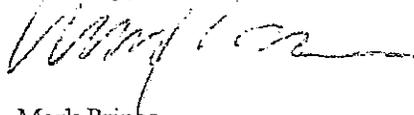
Re: Town of Nutter Fort Water Board
Water Project 2006W-918

Dear Mayor Webster:

The West Virginia Infrastructure and Jobs Development Council, at its July 12, 2006 meeting, voted to offer the Town of Nutter Fort (the "Town") an Infrastructure Fund loan of \$1,815,000 (0%, 40 yrs) to finance this project. This project consists of replacing water lines and water meters and overlaying the streets with HLBC after construction.

In order to receive the proposed binding commitment the Town must adhere to a certain project schedule. Please contact Jeff Brady at 558-4607 by August 31, 2006 to establish the necessary schedule and finalize the proposed binding commitment.

Sincerely,



Mark Prince

cc: Mike Johnson, DEP
Region VI Planning & Development Council
Randy Watson, Thrasher Engineering, Inc.

West Virginia Infrastructure & Jobs Development Council

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

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

March 5, 2008

The Honorable Donald Webster
Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, WV 26301

Re: Town of Nutter Fort
2006W-918 Binding Commitment
(Action Required by April 30, 2008)

Dear Mayor Webster:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund loan of approximately \$1,815,000 (the "Loan") to the Town of Nutter Fort (the "Town") for above referenced water project (the "Project"). The Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan amounts will be established after the Town has received acceptable bids for the Project. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Loan upon the Town's compliance with the program requirements.

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

- a. File Certificate Case with the Public Service Commission no later than May 31, 2008;
- b. Prepare and Submit the Preliminary Title Opinion not later than July 31, 2008;
- c. Advertise for bids no later than December 31, 2008.
(The Town must receive authority from the Infrastructure Council before bidding the project.)

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

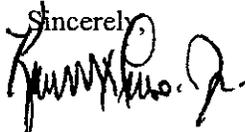
If the Town becomes aware that it will not meet one or more of the above schedule dates, the Town should immediately notify the Infrastructure Council of this fact and the circumstances which have caused or will cause the Town to be unable to meet the schedule. In addition, please immediately notify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

Steve Jackson
March 5, 2008
Page 2

The Water Development Authority (the "Authority"), on behalf of the Infrastructure Council, will enter into Loan agreements with the District following receipt of the completed Schedule B, a final, nonappealable order from the Public Service Commission authorizing construction and financing of the Project, evidence of binding commitments for other funding; evidence of all permits; evidence of acceptable bids; evidence of compliance with the WV Jobs Act; and any other documents requested by the Infrastructure Council.

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

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

Sincerely,

Kenneth Lowe, Jr.

Attachments

- cc: Bob DeCrease, BPH
- Randy Watson, Thrasher Eng.
- John Stump, Steptoe & Johnson
- Nelson Michael

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

Mountain Top Public Service District

By: _____

Its: _____

Date: _____

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Town of Nutter Fort
Water Project 2006W-918
March 5, 2008

SCHEDULE A

- A. Approximate Amount: \$1,815,000 Loan
- B. Loan: \$1,815,000
1. Maturity Date: 40 years from date of closing.
2. Interest Rate: 0%
3. Loan Advancement Date(s) Monthly, upon receipt of proper requisition
4. Debt Service Commencement: The first quarter following completion of construction, which date must be identified prior to closing.
5. Special Conditions: None
- NOTICE: The terms set forth above are subject to change following the receipt of construction bids.
- C. Other Funding Sources:
 None
- E. Total Project Cost: \$1,815,000

PROJECT SCHEDULE

Project:	Nutter Fort Water Board	Funding:	IJDC Loan	\$1,815,000
County:	Harrison			
Project No.:	2006W-918			
Date:	February 26, 2008			
		Total Project:		\$1,815,000

Project Milestone	Responsible Party	Start	Completion
Engineering Agreement	Thrasher	complete	complete
Prepare & Submit Plans & Specs to BPH/DEP	Thrasher	complete	complete
Plans & Specs Review & Approval	BPH	complete	complete
Prepare & Submit All Permit Applications	Thrasher	complete	complete
Prepare Rule 42	Steve Williams	1/08	5/08
Prepare & Implement Rate Ordinance	David Glover	5/08	8/08
File PSC Certificate Case	David Glover	5/08	5/08
Review and Approve PSC Certificate (180 or 270 days)	PSC	5/08	2/09
Rights-of-way, Easements & Land Acquisition	David Glover	3/08	7/08
Authority to Advertise for Bids	IJDC	12/08	12/08
Advertise for Bids	Thrasher	12/08	1/09
Bid Opening	Thrasher	1/09	1/09
Loan Closing	S&J	3/09	3/09
Construction	Contractor	3/09	12/09

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On this 17th day of February, 2009, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the Town of Nutter Fort (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the entire original issue of \$1,815,000 principal amount of the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer (the "Bonds"), issued as a single, fully registered Bond, numbered AR-1, and dated February 17, 2009.
2. At the time of such receipt of the Bonds upon original issuance, the Bonds had been executed by the Mayor and the Recorder of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.
3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Bonds, of the sum of \$136,211, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer by the Authority on behalf of the West Virginia Infrastructure and Jobs Development Council as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first above written.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: *Diane L. Ross*
Its: Authorized Representative

TOWN OF NUTTER FORT

By: *[Signature]*
Its: Mayor

02.05.09
665690.00002

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

The Huntington National Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

On this 17th day of February, 2009, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of the Town of Nutter Fort Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), in the principal amount of \$1,815,000, dated February 17, 2009 (the "Bonds"), executed by the Mayor and the Recorder of the Town of Nutter Fort (the "Issuer"), and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on January 13, 2009, and a Supplemental Resolution duly adopted by the Issuer on February 10, 2009 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of the loan agreement dated February 17, 2009 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council; and

(4) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Bonds.

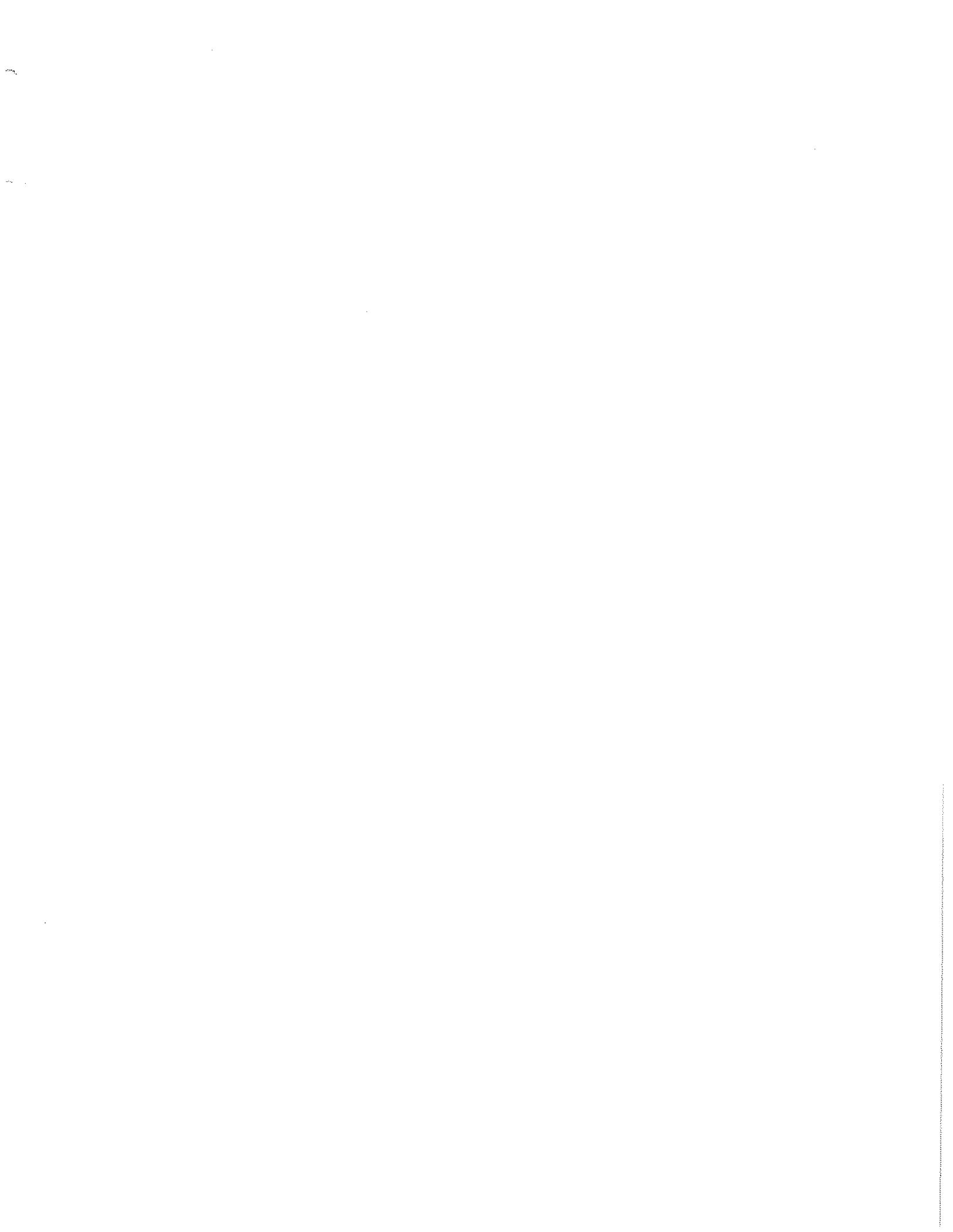
You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of \$136,211, representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated as of the date first written above.

TOWN OF NUTTER FORT

By: 
Its: Mayor

02.05.09
665690.00002



SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$1,815,000

KNOW ALL MEN BY THESE PRESENTS: That on this 17th day of February, 2009, the TOWN OF NUTTER FORT, a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,815,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including December 1, 2048, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority on behalf of the Council, dated February 17, 2009.

This Bond is issued (i) to pay the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on January 13, 2009, and a Supplemental Resolution duly adopted by the Issuer on February 10, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and

secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THE ISSUER HAS NO BONDS OR OBLIGATIONS OTHER THAN THIS BOND WHICH IS SECURED BY GROSS REVENUES OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2009 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2009 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Bonds, and to provide for the reasonable expenses of operation, repair and maintenance of the System, and; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with, or subordinate to, the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF NUTTER FORT has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated as of the date first written above.

[SEAL]


Mayor

ATTEST:

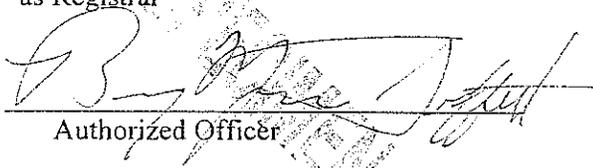

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: February 17, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar



Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$136,211	February 17, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

EXHIBIT B
DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Town of Nutter (West Virginia)

0% Interest Rate; 40 Years from Closing Date

Closing Date: February 17, 2009

Period		
Ending	Principal	Interest Debt Service
9/1/2010	11,786.	11,786.
12/1/2010	11,786.	11,786.
3/1/2011	11,786.	11,786.
6/1/2011	11,786.	11,786.
9/1/2011	11,786.	11,786.
12/1/2011	11,786.	11,786.
3/1/2012	11,786.	11,786.
6/1/2012	11,786.	11,786.
9/1/2012	11,786.	11,786.
12/1/2012	11,786.	11,786.
3/1/2013	11,786.	11,786.
6/1/2013	11,786.	11,786.
9/1/2013	11,786.	11,786.
12/1/2013	11,786.	11,786.
3/1/2014	11,786.	11,786.
6/1/2014	11,786.	11,786.
9/1/2014	11,786.	11,786.
12/1/2014	11,786.	11,786.
3/1/2015	11,786.	11,786.
6/1/2015	11,786.	11,786.
9/1/2015	11,786.	11,786.
12/1/2015	11,786.	11,786.
3/1/2016	11,786.	11,786.
6/1/2016	11,786.	11,786.
9/1/2016	11,786.	11,786.
12/1/2016	11,786.	11,786.
3/1/2017	11,786.	11,786.
6/1/2017	11,786.	11,786.
9/1/2017	11,786.	11,786.
12/1/2017	11,786.	11,786.
3/1/2018	11,786.	11,786.
6/1/2018	11,786.	11,786.
9/1/2018	11,786.	11,786.
12/1/2018	11,786.	11,786.
3/1/2019	11,786.	11,786.
6/1/2019	11,786.	11,786.
9/1/2019	11,786.	11,786.
12/1/2019	11,786.	11,786.
3/1/2020	11,786.	11,786.
6/1/2020	11,786.	11,786.
9/1/2020	11,786.	11,786.
12/1/2020	11,786.	11,786.
3/1/2021	11,786.	11,786.
6/1/2021	11,786.	11,786.
9/1/2021	11,786.	11,786.
12/1/2021	11,786.	11,786.
3/1/2022	11,786.	11,786.
6/1/2022	11,786.	11,786.
9/1/2022	11,786.	11,786.

BOND DEBT SERVICE

Town of Nutter (West Virginia)
0% Interest Rate; 40 Years from Closing Date
Closing Date: February 17, 2009

<u>Period</u> <u>Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>
12/1/2022	11,786.		11,786.
3/1/2023	11,786.		11,786.
6/1/2023	11,786.		11,786.
9/1/2023	11,786.		11,786.
12/1/2023	11,786.		11,786.
3/1/2024	11,786.		11,786.
6/1/2024	11,786.		11,786.
9/1/2024	11,786.		11,786.
12/1/2024	11,786.		11,786.
3/1/2025	11,786.		11,786.
6/1/2025	11,786.		11,786.
9/1/2025	11,786.		11,786.
12/1/2025	11,786.		11,786.
3/1/2026	11,786.		11,786.
6/1/2026	11,786.		11,786.
9/1/2026	11,786.		11,786.
12/1/2026	11,786.		11,786.
3/1/2027	11,786.		11,786.
6/1/2027	11,786.		11,786.
9/1/2027	11,786.		11,786.
12/1/2027	11,786.		11,786.
3/1/2028	11,786.		11,786.
6/1/2028	11,786.		11,786.
9/1/2028	11,786.		11,786.
12/1/2028	11,786.		11,786.
3/1/2029	11,786.		11,786.
6/1/2029	11,786.		11,786.
9/1/2029	11,786.		11,786.
12/1/2029	11,786.		11,786.
3/1/2030	11,786.		11,786.
6/1/2030	11,786.		11,786.
9/1/2030	11,786.		11,786.
12/1/2030	11,786.		11,786.
3/1/2031	11,786.		11,786.
6/1/2031	11,786.		11,786.
9/1/2031	11,786.		11,786.
12/1/2031	11,786.		11,786.
3/1/2032	11,786.		11,786.
6/1/2032	11,786.		11,786.
9/1/2032	11,786.		11,786.
12/1/2032	11,786.		11,786.
3/1/2033	11,786.		11,786.
6/1/2033	11,786.		11,786.
9/1/2033	11,786.		11,786.
12/1/2033	11,786.		11,786.
3/1/2034	11,786.		11,786.
6/1/2034	11,786.		11,786.
9/1/2034	11,786.		11,786.
12/1/2034	11,786.		11,786.

BOND DEBT SERVICE

Town of Nutter (West Virginia)

0% Interest Rate; 40 Years from Closing Date

Closing Date: February 17, 2009

Period Ending	Principal	Interest	Debt Service
3/1/2035	11,786.		11,786.
6/1/2035	11,786.		11,786.
9/1/2035	11,786.		11,786.
12/1/2035	11,786.		11,786.
3/1/2036	11,786.		11,786.
6/1/2036	11,786.		11,786.
9/1/2036	11,786.		11,786.
12/1/2036	11,786.		11,786.
3/1/2037	11,786.		11,786.
6/1/2037	11,786.		11,786.
9/1/2037	11,786.		11,786.
12/1/2037	11,786.		11,786.
3/1/2038	11,785.		11,785.
6/1/2038	11,785.		11,785.
9/1/2038	11,785.		11,785.
12/1/2038	11,785.		11,785.
3/1/2039	11,785.		11,785.
6/1/2039	11,785.		11,785.
9/1/2039	11,785.		11,785.
12/1/2039	11,785.		11,785.
3/1/2040	11,785.		11,785.
6/1/2040	11,785.		11,785.
9/1/2040	11,785.		11,785.
12/1/2040	11,785.		11,785.
3/1/2041	11,785.		11,785.
6/1/2041	11,785.		11,785.
9/1/2041	11,785.		11,785.
12/1/2041	11,785.		11,785.
3/1/2042	11,785.		11,785.
6/1/2042	11,785.		11,785.
9/1/2042	11,785.		11,785.
12/1/2042	11,785.		11,785.
3/1/2043	11,785.		11,785.
6/1/2043	11,785.		11,785.
9/1/2043	11,785.		11,785.
12/1/2043	11,785.		11,785.
3/1/2044	11,785.		11,785.
6/1/2044	11,785.		11,785.
9/1/2044	11,785.		11,785.
12/1/2044	11,785.		11,785.
3/1/2045	11,785.		11,785.
6/1/2045	11,785.		11,785.
9/1/2045	11,785.		11,785.
12/1/2045	11,785.		11,785.
3/1/2046	11,785.		11,785.
6/1/2046	11,785.		11,785.
9/1/2046	11,785.		11,785.
12/1/2046	11,785.		11,785.
3/1/2047	11,785.		11,785.

BOND DEBT SERVICE

Town of Nutter (West Virginia)

0% Interest Rate; 40 Years from Closing Date

Closing Date: February 17, 2009

Period Ending	Principal	Interest	Debt Service
6/1/2047	11,785.		11,785.
9/1/2047	11,785.		11,785.
12/1/2047	11,785.		11,785.
3/1/2048	11,785.		11,785.
6/1/2048	11,785.		11,785.
9/1/2048	11,785.		11,785.
12/1/2048	11,785.		11,785.
	1,815,000.		1,815,000.

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

In the presence of:



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

Writer's Contact Information

February 17, 2009

Town of Nutter Fort
Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

Town of Nutter Fort
Nutter Fort, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Nutter Fort (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its \$1,815,000 Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated February 17, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including December 1, 2048, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public water system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on January 13, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on February 10, 2009 (collectively, the "Bond Legislation"), pursuant to and under which

Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the Council and cannot be amended so as to affect adversely the rights of the Authority or the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Gross Revenues of the System.

5. The Bonds are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

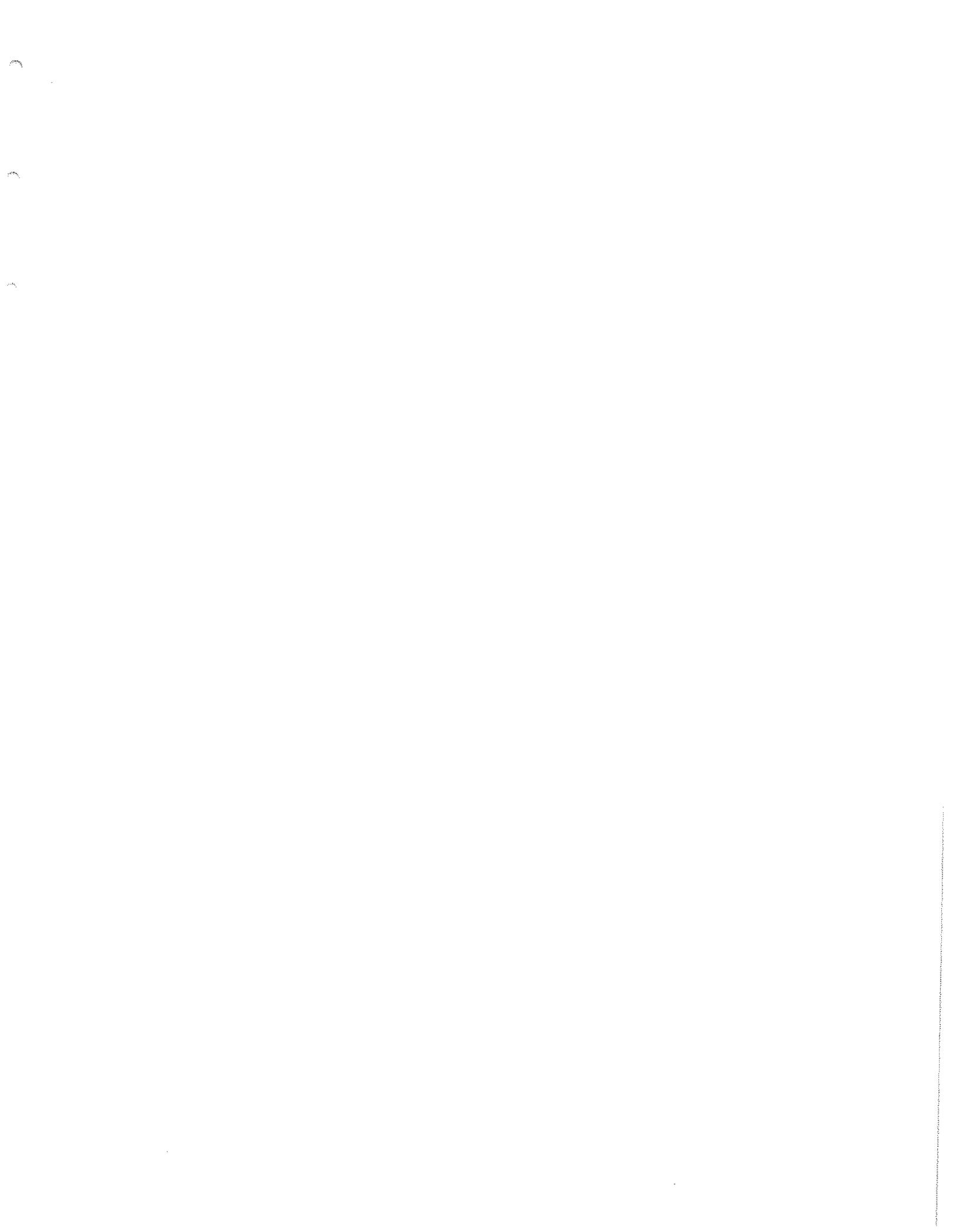
It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,


STEPH & JOHNSON PLLC

02.05.09
665690.00002





Smith, McMunn & Glover, PLLC
Attorneys at Law

G. Thomas Smith
D. Andrew McMunn
David C. Glover

516 West Main Street
Clarksburg, WV 26301

Telephone: (304) 326-6000
Facsimile: (304) 326-4000
Writer's Email: davidcglover@aol.com

February 17, 2009

Town of Nutter Fort
Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

Town of Nutter Fort
Nutter Fort, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to the Town of Nutter Fort in Harrison County, West Virginia (the "Issuer"), in connection with the above-captioned bond issue. As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement dated February 17, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), a Bond Ordinance duly enacted by the Issuer on January 13, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on February 10, 2009 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, Recorder and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.
2. The Bond Legislation has been duly adopted and enacted by the Issuer and is in full force and effect.
3. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, and the Council constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
4. The execution and delivery of the Bonds and the Loan Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or any existing law, regulation, court order or consent decree to which the Issuer is subject.
5. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations required by law for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the West Virginia Bureau for Public Health, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of ordinances prescribing such rates and charges. The time for appeal of such rate ordinances has expired prior to the date hereof without any appeal.
6. The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on October 7, 2008, which became final order on October 27, 2008, in Case No. 08-0897-W-CN, granting the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof. Such Order remains in full force and effect.
7. To the best of our knowledge, with the exception of a bid challenge by Mike Enyart & Sons, Inc., there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Gross Revenues therefor. With respect to the bid challenge, Nutter Fort properly followed the bid award procedures set forth in the Bid Form, which all bidders were completely aware of and agreed to upon submission of a bid.
8. All successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been

verified for accuracy. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion that such surety bonds and policies (i) are in compliance with the contracts; (ii) are adequate in form, substance and amount to protect the various interests of the Issuer; (iii) have been executed by duly authorized representatives of the proper parties; (iv) meet the requirements of the Act, the Bond Legislation and the Loan Agreement; and (v) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

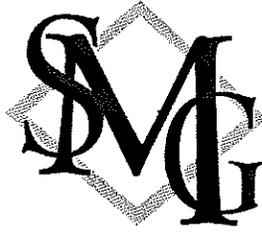
All counsel to this transaction may rely upon this opinion as if specifically addressed to them.

Very truly yours,



SMITH, MCMUNN & GLOVER, PLLC





Smith, McMunn & Glover, PLLC
Attorneys at Law

G. Thomas Smith
D. Andrew McMunn
David C. Glover

516 West Main Street
Clarksburg, WV 26301

Telephone: (304) 326-6000
Facsimile: (304) 326-4000
Writer's Email: davideglover@aol.com

February 17, 2009

West Virginia Infrastructure and Jobs Development Council
Charleston, WV

West Virginia Water Development Authority
Charleston, WV

Re: Town of Nutter Fort Water Project
WVIJDC Project 2006W-918

Dear Ladies and Gentlemen:

This firm represents the Town of Nutter Fort (hereinafter "Nutter Fort") with regard to the above-referenced Project, and provides this final title opinion on behalf of Nutter Fort to satisfy the requirements of the West Virginia Infrastructure & Jobs Development Council and the West Virginia Water Development Authority with regard to the financing proposed for the Project. As such, please be advised of the following:

1. That I am of the opinion that Nutter Fort is a duly created and existing municipal corporation possessed with all powers and authority granted to municipal corporations under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the West Virginia Infrastructure & Jobs Development Council, the West Virginia Water Development Authority and the Public Service Commission of West Virginia.

2. That Nutter Fort has obtained all necessary permits and approvals for the construction of the Project, including a Certificate of Public Convenience and Necessity issued by the Public Service Commission of West Virginia on October 7, 2008.

3. Thrasher Engineering, Inc., the consulting engineers for the Project, has certified that no land acquisitions or right-of-ways are necessary for the Project. Nutter Fort has good title to its system and the land upon which the Project will be constructed.

4. Thus, the Project is now at the point that a closing on the funding would be proper.

If you should have any questions regarding this matter or any of the information contained in this letter, please do not hesitate to contact me.

Very truly yours,



David C. Glover

cc: Mayor Donald Webster
Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, WV 26301

Randy Watson, P.E.
Thrasher Engineering, Inc.
30 Columbia Boulevard
P. O. Box 1532
Clarksburg, West Virginia 26301

Leah Wolfe
Project Administrator
Region VI Planning and Development Council
7003-C Mountain Park Drive
White Hall, West Virginia 26554

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. RATES
12. SIGNATURES AND DELIVERY
13. BOND PROCEEDS
14. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
15. PUBLIC SERVICE COMMISSION ORDERS
16. SPECIMEN BOND
17. CONFLICT OF INTEREST
18. COMPLIANCE WITH WEST VIRGINIA JOBS ACT
19. EXECUTION OF COUNTERPARTS

On this 17th day of February, 2009, we, the undersigned MAYOR and RECORDER of the Town of Nutter Fort in Harrison County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify in connection with the Town of Nutter Fort Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds" or the "Series 2009 A Bonds"), as follows:

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as in the Bond Ordinance of the Issuer duly enacted January 13, 2009, and the Supplemental Resolution duly adopted February 10, 2009 (collectively, the "Bond Legislation").

2. **NO LITIGATION:** With the exception of a bid challenge by Mike Enyart & Sons, Inc, there is no controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the

issuance or sale of the Bonds, the pledge or application of the Gross Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect, and competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the Loan Agreement, and the Issuer has met all conditions prescribed in the loan agreement (the "Loan Agreement") entered into by and between the Issuer and the Authority on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"). The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete and operate the Project.

There are no outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds as to liens, pledge, source of and security for payment.

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

Bond Ordinance

Supplemental Resolution

Loan Agreement

Public Service Commission Order

Infrastructure Council Approval

Charter and Rules of Procedure

Oaths of Office of Officers and Councilmembers

Water Rate Ordinance

Minutes on Adoption and Enactment of Water Rate Ordinance

Affidavits of Publication of Rate Ordinance and Notice of Public Hearing

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

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

Evidence of Insurance

Bureau for Public Health

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Town of Nutter Fort." The Issuer is a municipal corporation in Harrison County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its council, consisting of a Mayor, a Recorder and 5 councilmembers, all duly elected, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Donald Webster, Mayor	July 1, 2007	June 30, 2009
Sam Maxson, Recorder	July 1, 2007	June 30, 2009
William Benincosa, Councilmember	July 1, 2007	June 30, 2009
Barbara Gorby, Councilmember	July 1, 2007	June 30, 2009
Karen Phillips, Councilmember	July 1, 2007	June 30, 2009
Tom Betler, Councilmember	July 1, 2007	June 30, 2009
Nathan Rohrbough, Councilmember	July 1, 2007	June 30, 2009

The duly appointed and acting Counsel to the Issuer is Smith, McMunn & Glover, PLLC, of Clarksburg, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way

with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Bonds and the acquisition, construction, operation and financing of the Project or the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation is in full force and effect.

10. LOAN AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the date of the Loan Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the Loan Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

11. RATES: The Issuer has duly enacted a water rate ordinance on June 10, 2008, setting forth the respective rates and charges for the services of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal, and such rate ordinance is currently in effect.

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

13. BOND PROCEEDS: On the date hereof, the Issuer received \$136,211 from the Authority and the Council, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

14. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the *The Exponent Telegram*, a newspaper published and of general circulation in the Town of Nutter Fort, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Governing Body at the public hearing held at a public meeting of the Governing Body on the 13th day of January, 2009, at 7:30 p.m., at the Town Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the Recorder of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

15. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia in Case No. 08-0897-W-CN entered on October 7, 2008 which became final order on October 27, 2008, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof. Such Order is in full force and effect.

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

17. CONFLICT OF INTEREST: No officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

18. COMPLIANCE WITH WEST VIRGINIA JOBS ACT: Unless is shall hereafter be qualified for an exception, the Issuer hereby covenants to comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and will require its contractors and subcontractors to comply with the West Virginia Jobs Act. The Issuer hereby certifies to the Authority that (i) the Issuer will comply will all the requirements of the West Virginia Jobs Act; (ii) the Issuer has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (iii) the Issuer has received or will receive, prior to entering into contracts or subcontracts, from each contractor or subcontractor a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act or waiver certificates from the West Virginia Division of Labor ("DOL"); and (iv) the Issuer will file with the DOL and the Authority copies of the waiver certificates and certified payrolls or comparable documents that include the number of employees, the county and state wherein the

employees reside and their occupation, following the procedures established by the DOL.

19. EXECUTION OF COUNTERPARTS: This document may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

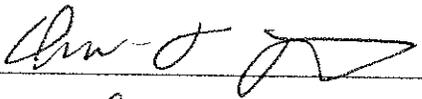
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WITNESS our signatures and the official seal of the TOWN OF NUTTER FORT as of the date first written above.

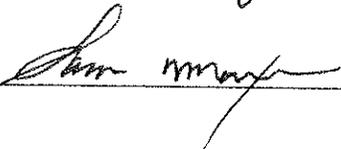
[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE



Mayor



Recorder

Counsel to Issuer

02.03.09
665690.00002

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

[CORPORATE SEAL]

SIGNATURE

David C. Allen

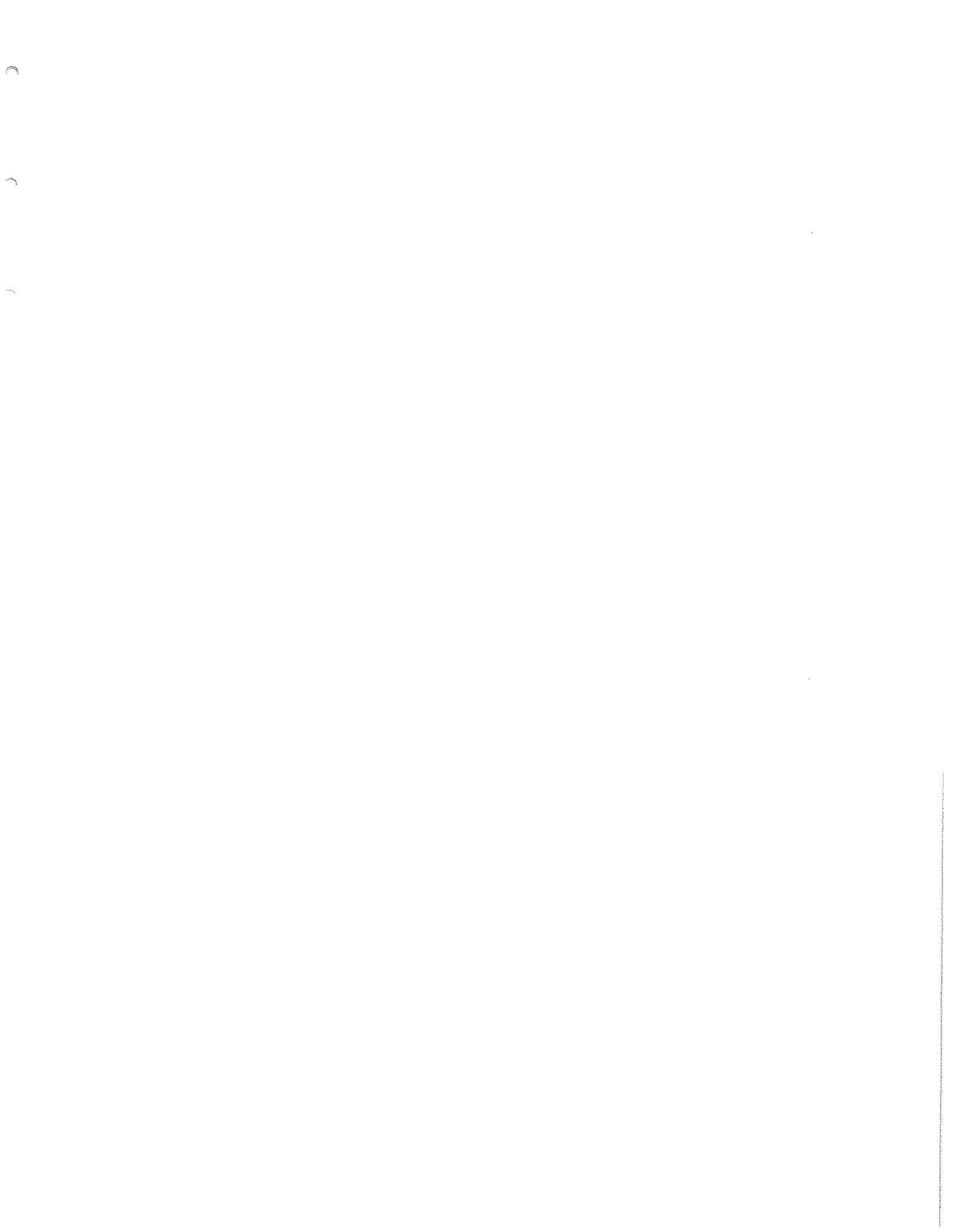
OFFICIAL TITLE

Mayor

Recorder

Counsel to Issuer

02.03.09
665690.00002



TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

On this 17th day of February, 2009, I, Kenneth P. Moran, Registered Professional Engineer, West Virginia License No. 11309, of Thrasher Engineering, Inc., Consulting Engineers, in Clarksburg, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the existing public water system (the "System") of the Town of Nutter Fort (the "Issuer"), to be constructed in Harrison County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (the "Series 2009 A Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meanings set forth in the Bond Ordinance enacted by the Issuer on January 13, 2009, and the Supplemental Resolution adopted by the Issuer on February 10, 2009, and the loan agreement dated February 17, 2009 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council").
2. The Bonds are being issued for the purposes of (i) paying the costs of acquisition and construction of the Project; and (ii) paying costs of issuance and related costs.
3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the Council and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing described in Schedule B, attached hereto as Exhibit A and the Issuer's counsel, Smith, McMunn & Glover, PLLC, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the Council and the bid forms provided to the bidders contain the critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project

and the operation of the System; (ix) in reliance upon the certificate of Tetrick & Bartlett, PLLC, as of the effective date thereof, the rates and charges for the System enacted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

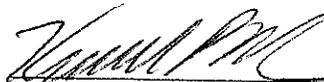
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WITNESS my signature and seal as of the date first written above.

THRASHER ENGINEERING, INC.

[SEAL]




Kenneth P. Moran, P.E.
West Virginia License No. 11309


2/12/09

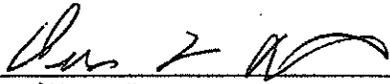
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EXHIBIT A



SCHEDULE B
TOWN OF NUTTER FORT WATER BOARD
PENNSYLVANIA AVENUE WATERLINE IMPROVEMENTS

	TOTAL	IDC Loan 0% 40 Years
PROJECT COSTS		
1 Construction	1,465,000	1,465,000
2 Technical Services		
Preliminary Engineering	15,000	15,000
Engineering design	128,000	128,000
Engineering during Construction	20,000	20,000
Special Services	8,000	8,000
Inspection	80,000	80,000
3 Legal	20,000	20,000
4 Accounting	5,997	5,997
5 Administrative	30,000	30,000
6 Sites and Lands	10,000	10,000
7 Contingency	12,503	12,503
8 Total of Lines 1 through 7	1,794,500	1,794,500
COST OF FINANCING		
9 Capitalized interest	0	0
10 Reserve	0	0
11 Registrar	500	500
12 Bond Counsel	20,000	20,000
13 Total Cost of Financing (line 9 through 12)	20,500	20,500
14 Total Cost of Project (line 8 plus line 13)	1,815,000	1,815,000
SOURCES OF FUNDS		
15 Federal Grants	0	0
16 State Grants	0	0
17 Other Sources (deferrment)	0	0
18 Total Grants (lines 15 through 17)	0	0
19 Proceeds needed from Bond Issue (line 14 minus line 18)	1,815,000	1,815,000



 Town of Nutter Fort

2-10-09

 Date



 Thrasher Engineering

2/12/09

 Date



Tetrick & Bartlett, PLLC
Certified Public Accountants
Consultants

122 N. Oak St. • PO Box 1916 • Clarksburg, WV 26302-1916 • (304) 624-5564 • Fax: (304) 624-5582 • www.tetrickbartlett.com

February 17, 2009

Town of Nutter Fort
Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the water rate ordinance of the Town of Nutter Fort (the "Issuer") enacted June 10, 2008, and the projected operating expenses and the anticipated customer usage as furnished to us by Thrasher Engineering, Inc., it is our opinion that such rates and charges will be sufficient to provide revenues which, will pay all operating expenses and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund) (the "Bonds"), to be issued to the West Virginia Water Development Authority on the date hereof and all other obligations secured by or payable from the revenues of the System.

Very truly yours,

Tetrick & Bartlett, PLLC

TETRICK & BARTLETT, PLLC

665690.00002



TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

On this 17th day of February, 2009, the undersigned Mayor of the Town of Nutter Fort in Harrison County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of \$1,815,000 Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, dated February 17, 2009 (the "Bonds" or the "Series 2009 A Bonds"), hereby certifies as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Ordinance duly enacted by the Issuer on January 13, 2009, as supplemented by Supplemental Resolution duly enacted by the Issuer on February 10, 2009, (collectively, the "Bond Ordinance"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on February 17, 2009, the date on which the Bonds are being physically delivered in exchange for a portion of the principal amount of the Series 2009 A Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2009 A Bonds were sold on February 17, 2009, to the Authority, pursuant to a Loan Agreement dated February 17, 2009, by and among the Issuer, the Authority and the Council, for an aggregate purchase price of \$1,815,000 (100% of par), at which time, the Issuer received \$136,211 from the Authority and the Council, being the first advance of the principal amount of the Series 2009 A Bonds. No accrued interest has been or will be paid on the Series 2009 A Bonds. The

balance of the principal amount of the Series 2009 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2009 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public water of the Issuer (the "Project"), and (ii) paying certain costs of issuance of the Bonds and related costs.

7. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2009 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 1, 2010. The acquisition and construction of the Project is expected to be completed by November 1, 2009.

8. The total cost of the Project is estimated at \$1,815,000. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2009 A Bonds	\$ 1,815,000
Total Sources	<u>\$ 1,815,000</u>

USES

Costs of Project	\$ 1,794,500
Costs of Issuance	\$ 20,500
Total Uses	<u>\$ 1,815,000</u>

9. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created relative to the Series 2009 A Bonds:

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund;
- (3) Series 2009 A Bonds Construction Trust Fund;
- (4) Series 2009 A Bonds Sinking Fund; and
- (5) Series 2009 A Bonds Reserve Account.

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

(1) From the proceeds of the Series 2009 A Bonds, there shall first be deposited with the Commission in the Series 2009 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2009 A Bonds for the period commencing on the date of issuance of the Series 2009 A Bonds and ending 6 months after the estimated date of completion of construction of the Project;

(2) Next, from the proceeds of the Series 2009 A Bonds, there shall be deposited with the Commission in the Series 2009 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2009 A Bonds Reserve Account.

(3) The remaining proceeds of the Series 2009 A Bonds shall be deposited in the Series 2009 A Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2009 A Bonds and related costs.

11. Moneys held in the Series 2009 A Bonds Sinking Fund will be used solely to pay principal of the Series 2009 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2009 A Bonds Sinking Fund and Series 2009 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2009 A Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 8 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2009 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 14 months from the date of issuance thereof.

15. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Bonds.

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

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

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

19. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

20. The Issuer shall use the Bond proceeds solely for the costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

21. The Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Ordinance authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain public purpose bonds.

23. The Issuer has either (a) funded the Series 2009 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2009 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2009 A Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Moneys in the Series 2009 A Bonds Reserve Account and the Series 2009 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

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

25. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

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

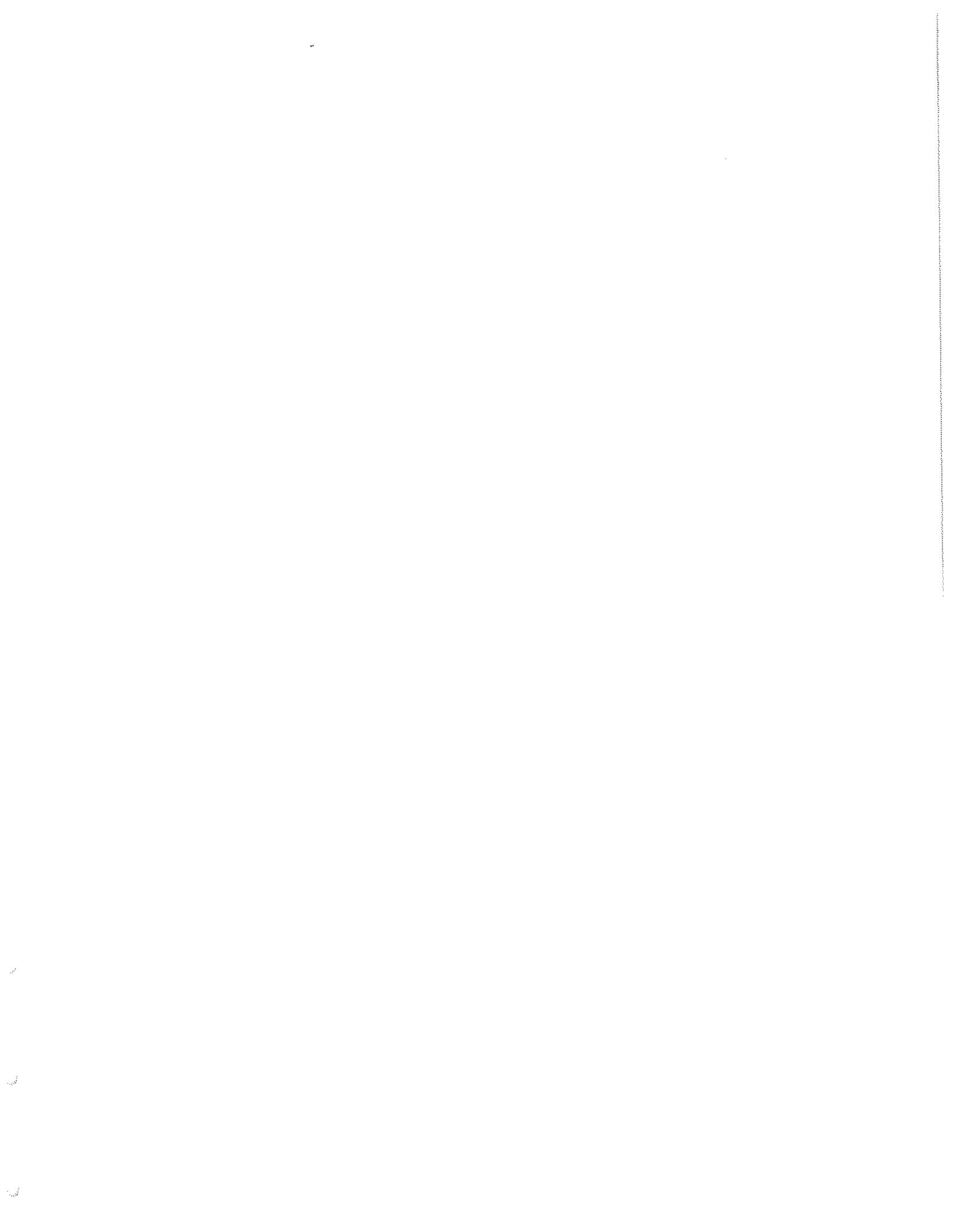
27. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

WITNESS my signature as of the date first written above.

TOWN OF NUTTER FORT

By: 
Its: Mayor

02.05.09
665690.00002



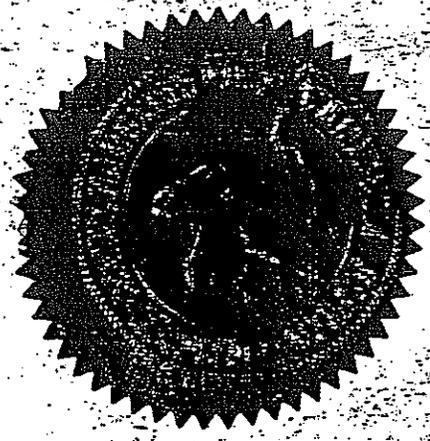
A CERTIFICATE under oath of J. K. Mueser, Ethel Jones and J. M. George has been filed showing that a majority of all the qualified voters residing within the following limits or boundary, to-wit:— Beginning at a point on the southwest side of Elk Creek, corner to Missouri Nixon lands; thence with same and other lands South twenty-seven and one-half degrees ($27\frac{1}{2}^{\circ}$) West seventeen hundred and seventy-five (1775) feet to a stake, corner to Fairgrounds Addition; thence North eighty-eight degrees (88°) West seven hundred and thirty-five (735) feet to a stake, crossing the Clarksburg and Buchanan Pike at four hundred and thirty-five (435) feet; South, five and three-fourth degrees ($5\frac{3}{4}^{\circ}$) East sixteen hundred and fifty feet (1650) to the line between G. W. Mills and the White Addition; thence with the said line South twenty-six and one-half degrees ($26\frac{1}{2}^{\circ}$) West fourteen hundred (1400) feet to a stone and walnut pointers, to lands of W. G. Kester; thence with same South sixty-six and one-half degrees ($66\frac{1}{2}^{\circ}$) East five hundred and fifty-seven (557) feet to a stake; thence with other lines North fifty, Bill and one-half degrees ($56\frac{1}{2}^{\circ}$) East eleven hundred and thirty-five (1135) feet to a stake; thence South forty-four degrees (44°) East thirteen hundred and twenty (1320) feet to Elk Creek north of old ford; thence down said creek on west side North seven degrees (7°) East three hundred and seventy (370) feet; thence North twenty-three degrees (23°) East five hundred and three (503) feet to a stake on the south side of

Nutter Run at the mouth thereof; thence with Elk Creek sixty-two hundred (6200) feet to the beginning, and containing two hundred and twenty-eight (228) acres, - has been given in due form of law in favor of the incorporation of the Town of Nutter Fort in Clark District of Harrison County, West Virginia, bounded and described as hereinbefore set out.

And it appearing from said papers to the satisfaction of the Court that all of the provisions of Chapter 47 of the Barhes Code of West Virginia of 1923, have been complied with by the applicants for said incorporation, the said Town of Nutter Fort is duly authorized, within the corporate limits aforesaid, to exercise all the corporate powers conferred by said charter from and after the date of this certificate.

Given under my hand and the Seal of said Court this the 30th day of July, 1923.

R. B. Phillips
Clerk



STATE OF WEST VIRGINIA,
In the Clerk's Office of Harrison County Court

R. B. Phillips 1923. July 30th P. M.
This certificate
is hereby
certified
to be
correct
and
true
attest
Clerk

TOWN OF NUTTER FORT

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

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

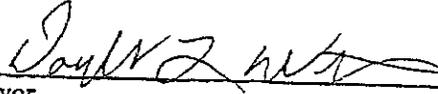
1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Nutter Fort Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Nutter Fort Town Hall not less than 72 hours before a specialy scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

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

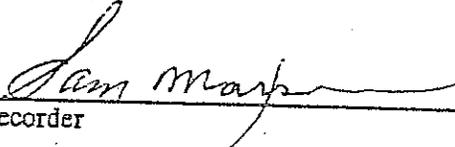
Adopted this 9 day of April, 2002.

[SEAL]



Mayor

ATTEST:



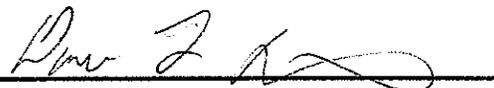
Recorder



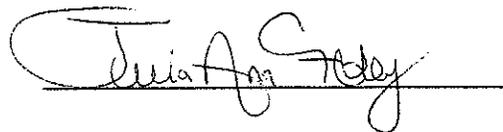
OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance 

Subscribed and sworn to before me, in said County and State, this 28th day
of June, 2007.



OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance *Tom Moya*

Subscribed and sworn to before me, in said County and State, this 30 day of JUNE, 2007.

Magistrate Mark A. Kelly

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance Barbara H. Gorhey

Subscribed and sworn to before me, in said County and State, this 30 day
of JUNE, 2007.

Magistrate Maura Pordy

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance *Kenneth Phillips*

Subscribed and sworn to before me, in said County and State, this 30 day of JUNE, 2007.

Magistrate William Porley

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance Thomas B. Betler

Subscribed and sworn to before me, in said County and State, this 30 day
of JUNE, 2007.

Magistrate Mark A. Porley

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiant William B. Benner

Subscribed and sworn to before me, in said County and State, this 30 day
of JUNE, 2007.

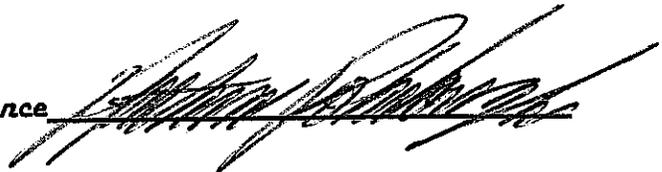
Magistrate Mark W. Boly

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
TOWN OF NUTTER FORT
HARRISON COUNTY, TO-WIT:

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

Signature of Affiance



Subscribed and sworn to before me, in said County and State, this 30 day
of JUNE, 2007.

Magistrate Mark A. Boles

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING AND RE-ENACTING SECTION ONE OF CHAPTER THREE, ARTICLE 925 OF THE CODIFIED ORDINANCES OF THE TOWN OF NUTTER FORT, RELATING TO THE IMPOSITION OF RATES FOR THE USE OF THE SERVICES RENDERED BY THE WATER BOARD, AND ESTABLISHED STANDARDS FOR THE USE OF SUCH SYSTEM AND THE COMPUTATION OF SUCH RATES FOR RESIDENTS OF THE TOWN OF NUTTER FORT.

Whereas, the Town of Nutter Fort's water flows through the Clarksburg Water Board treatment plant; and

Whereas, the Town of Nutter Fort is implementing a Water Project in the amount of \$1,815,000; and

Whereas, the Town of Nutter Fort will be responsible for the bond payments over a 40 year period of time; and

Whereas, the Nutter Fort Water Board has authorized rates to be increased to cover additional cost of this department,

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

925.01 RATES.

- (a) Applicability. Applicable within the entire territory served.
- (b) Availability. Available for general domestic, commercial, and industrial service.
- (c) Rate.

First	2,000 gallons used per month	\$8.37 per 1,000 gallon
Next	3,000 gallons used per month	7.84 per 1,000 gallon
Next	15,000 gallons used per month	5.75 per 1,000 gallon
All Over	20,000 gallons used per month	5.04 per 1,000 gallon

- (d) Minimum charge. No bill will be rendered for less than the following amounts, according to the size of the meter, to-wit:

5/8 x 3/4	inch meter	\$16.74 per month
3/4	inch meter	25.14 per month
1	inch meter	41.89 per month
1-1/2	inch meter	83.78 per month
2	inch meter	134.04 per month
3	inch meter	251.34 per month
4	inch meter	418.89 per month
6	inch meter	837.78 per month

RECEIVED
 2009 JUN 16 AM 8 58
 W. VA PUBLIC SERVICE
 COMMISSION
 SECRETARY'S OFFICE

Resale customers.

\$3.65 per 1,000 gallons used per month (includes \$0.465 per 1,000 gallons transportation charge).

The provisions of this ordinance are severable and if any provisions or parts thereof shall be protested, declared invalid or unconstitutional, or inapplicable to any customer, such invalidity, unconstitutionality, or inapplicability shall not affect or impair the remaining provisions of this ordinance.

Passed by the Council of the Town of Nutter Fort this the 27th day of May, 2008.

Passed by the Council of the Town of Nutter Fort on the second and final reading this the 10th day of June, 2008.



Mayor – Donald L. Webster

Attest:



Recorder – Sam Maxson

RECEIVED
2008 JUN 16 AM 8 58
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

**COUNCIL MEETING
NUTTER FORT
MAY 27, 2008**

THE REGULAR MEETING OF COUNCIL OF NUTTER FORT WAS HELD, TUESDAY, MAY 27, 2008 IN COUNCIL CHAMBERS WITH THE FOLLOWING MEMBERS PRESENT; BARBARA GORBY, WILLIAM BENINCOSA, TOM BETLER, MAYOR DONALD WEBSTER, AND RECORDER SAM MAXSON. ABSENT WERE MEMBERS NATHAN ROHRBOUGH AND KAREN PHILLIPS. ALSO PRESENT WERE SUPERVISOR JIM WOLFE, POLICE CHIEF RON GODWIN, AND TREASURER TAMMY GWINN. GUESTS WERE CHARLOTTE LINK, LINDA HARKER, TRACI BONSAU, VIRGINIA GARRETT, BILL RADTKA, AND HELEN BURTON.

THE MEETING WAS CALLED TO ORDER AT 7:30PM BY MAYOR WEBSTER WITH RECORDER MAXSON ASKING PRAYER.

- THE FUEL SURCHARGE INCREASE (ATTACHED) WAS PASSED ON THE 2ND READING AND PUBLIC HEARING, BY UNANIMOUS VOTE AFTER A MOTION BY TOM BETLER AND A SECOND BY BARBARA GORBY.
- TOM BETLER MOTIONED APPROVAL OF THE WATER RATE INCREASE ORDINANCE (ATTACHED), AND, AFTER A SECOND BY BARBARA GORBY, THE MOTION WAS APPROVED BY UNANIMOUS VOTE..

AN AUDIT COMMITTEE COMPOSED OF TREASURER GWINN, MAYOR WEBSTER, AND TOM RUZISKA WAS APPOINTED.

- BARBARA GORBY MOTIONED WE APPROVE THE ORDINANCE (ATTACHED) RECOMMENDED BY THE STATE AUDITOR'S OFFICE, TO ELIMINATE PHASE I OF THE SEWER ORDINANCE,. AFTER A SECOND BY TOM BETLER, THE MOTION WAS PASSED BY UNANIMOUS VOTE.

NEW BUSINESS THE DEPARTMENT OF TRANSPORTATION HAS SWEEP ROUTES 20 AND 98. K AND M DID NOT SWEEP OUR STREETS TODAY AS SCHEDULED, BUT WILL SWEEP WEDNESDAY AND THURSDAY. THE CITY WIDE YARD SALE IS SCHEDULED FOR SATURDAY, JUNE 7, 2008. ADVERTISEMENTS FOR BIDS OF ASBESTOS REMOVAL AND DEMOLITION OF PROPERTIES AT 215 & 217 ½ OHIO AVE. WILL BE JUNE 9 AND JUNE 16. BIDS WILL BE OPENED JUNE 23. ABOUT 100 PROPERTY MAINTENANCE LETTERS AND SEVERAL GRASS CUTTING LETTERS HAVE BEEN SENT.

- TOM BETLER MOTIONED APPROVAL OF THE BUILDING PERMITS (ATTACHED) AND, FOLLOWING A SECOND BY WILLIAM BENINCOSA, THEY WERE APPROVED BY UNANIMOUS VOTE.
- THE BILLS (ATTACHED) WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY WILLIAM BENINCOSA AND A SECOND BY TOM BETLER.
- THE MINUTES OF THE MAY 13, 2008 MEETING WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY BARBARA GORBY AND A SECOND BY TOM BETLER

OLD BUSINESS THERE HAS BEEN NO FURTHER NEWS FROM THE DEPARTMENT OF HIGHWAYS IN REGARDS TO THE COMPLAINTS AGAINST A&L AUTO. THE DOH HAS NOT DONE A TRAFFIC SURVEY AT THE INTERSECTION OF ROUTE 98 AND 20. DEVELOPER JIM LYONS TOLD BUILDING INSPECTOR SMITH THAT COUNCIL TOLD HIM HE DID NOT HAVE TO RENEW HIS BUILDING PERMIT ON ROUTE 98. NO ONE PRESENT RECALLS TELLING HIM THAT. SMITH WILL INFORM HIM THAT HE MUST RENEW HIS PERMIT. THE OWNERS OF THE OLD GO-MART WAS ASKED TO REMOVE THE BOLTS STICKING UP IN THE CONCRETE WHERE THEIR OLD SIGN WAS REMOVED, BUT THEY INFORMED THE MAYOR THEY DO NOT PLAN ON DOING ANYTHING.

MAINTENANCE SUPERVISOR WOLFE SAYS THE MAINTENANCE DEPARTMENT WILL REPLACE THE ROOF ON THE PICNIC SHELTER AT NEWHOUSE PARK ON MICHIGAN AVE.

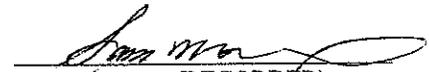
VIRGINIA GARRETT ADDRESSED COUNCIL CONCERNING THE MOTOR HOME PARKED ON 4TH AVE NEAR THE CORNER OF NORMA. SHE FELT WAS TOO CLOSE A DRIVEWAY. THE MAYOR AND POLICE CHIEF HAVE INVESTIGATED, AN DID NOT FIND ANY LAWS BROKEN..

TRACI BONSAI COMPLAINED OF A BARKING DOG AROUND HER RESIDENCE ON 4TH. SHE WAS TOLD BY THE POLICE CHIEF TO FILE A COMPLAINT AND THE POLICE WILL INVESTIGATE.

NEW BUSINESS BARBARA GORBY STATED SHE HAS HAD A LOT OF GOOD COMMENTS ABOUT THE OUTSTANDING JOB THE MAINTENANCE DEPARTMENT DID WITH THE CLEAN-UP.

THE MEETING WAS ADJORNED WAS 8:20PM AFTER A MOTION BY TOM BETLER AND A SECOND BY WILLIAM BENINCOSA.


(MAYOR)


(RECORDER)

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA TO AMEND AND RE-ENACT CHAPTER 5, ARTICLE 952 OF THE NUTTER FORT CODIFIED ORDINANCES TO INCREASE THE FUEL SURCHARGE PLACED ON ALL RESIDENTIAL AND COMMERCIAL GARBAGE CUSTOMERS.

WHEREAS, the Town of Nutter Fort has experienced a large increase in fuel costs for the operation of Town vehicles; and

WHEREAS, a fuel expense study was conducted in November 2004, in July 2005, and again in April 2008 on rising fuel costs and presented to Town Council, from which Council has concluded the high price of fuel and added surcharges from vendors have caused Town accounts to suffer, and

WHEREAS, a fuel surcharge applied to each garbage customer account will help offset the price burden of increased fuel prices and added surcharges from vendors,

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE TOWN OF NUTTER FORT THAT:

~~Twenty-five cents (\$0.25)~~ **One dollar (\$1.00)** shall be added as a surcharge to each residential and commercial garbage customer to be billed monthly and placed on their utility bill. These fees will be listed on the bill separately and will be deposited into the **General Revenue and Waste Accounts**.

After one year from the date of this enactment, a review of this account will be made and Town Council may, at their discretion, make a decision on whether to ~~keep, add to or delete maintain~~ **or amend** this surcharge.

The new surcharge will go into effect immediately ~~after following a public hearing and the passage of the second and final reading of this ordinance. at which time a public hearing will be held for input and comments from interested parties.~~
(Passed 9-27-05)

Passed by the Council of the Town of Nutter Fort this the 13th day of May, 2008.

Passed by the Council of the Town of Nutter Fort on the second and final reading this the ____ day of _____, 2008.

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING AND RE-ENACTING SECTION ONE OF CHAPTER THREE, ARTICLE 925 OF THE CODIFIED ORDINANCES OF THE TOWN OF NUTTER FORT, RELATING TO THE IMPOSITION OF RATES FOR THE USE OF THE SERVICES RENDERED BY THE WATER BOARD, AND ESTABLISHED STANDARDS FOR THE USE OF SUCH SYSTEM AND THE COMPUTATION OF SUCH RATES FOR RESIDENTS OF THE TOWN OF NUTTER FORT.

Whereas, the Town of Nutter Fort's water flows through the Clarksburg Water Board treatment plant; and

Whereas, the Town of Nutter Fort is implementing a Water Project in the amount of \$1,815,000; and

Whereas, the Town of Nutter Fort will be responsible for the bond payments over a 40 year period of time; and

Whereas, the Nutter Fort Water Board has authorized rates to be increased to cover additional cost of this department,

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

925.01 RATES.

- (a) Applicability. Applicable within the entire territory served.
- (b) Availability. Available for general domestic, commercial, and industrial service.
- (c) Rate.

First	2,000 gallons used per month	\$7.12	8.37 per 1,000 gallon
Next	3,000 gallons used per month	6.67	7.84 per 1,000 gallon
Next	15,000 gallons used per month	4.89	5.75 per 1,000 gallon
All Over	20,000 gallons used per month	4.29	5.04 per 1,000 gallon

- (d) Minimum charge. No bill will be rendered for less than the following amounts, according to the size of the meter, to-wit:

5/8 x 3/4	inch meter	\$14.24	16.74 per month
3/4	inch meter	21.38	25.14 per month
1	inch meter	35.63	41.89 per month
1-1/2	inch meter	71.25	83.78 per month
2	inch meter	114.00	134.04 per month
3	inch meter	213.76	251.34 per month
4	inch meter	356.26	418.89 per month
6	inch meter	712.52	837.78 per month

APPLICABILITY

Applicable within the entire territory served

AVAILABILITY

Available for general domestic, commercial and industrial service.

(f) RATE SCHEDULE

First	2,000 gallons used per month	\$7.12 per 1,000 gallons
Next	3,000 gallons used per month	\$6.67 per 1,000 gallons
Next	15,000 gallons used per month	\$4.89 per 1,000 gallons
All over	20,000 gallons used per month	\$4.29 per 1,000 gallons

(g)

(f) MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of Customers the meter, to-wit:

5/8 x 3/4	inch meter	\$ 14.24	per month
3/4	inch meter	\$ 21.38	per month
1	inch meter	\$ 35.63	per month
1-1/2	inch meter	\$ 71.25	per month
2	inch meter	\$ 114.00	per month
3	inch meter	\$ 213.76	per month
4	inch meter	\$ 356.26	per month
6	inch meter	\$ 712.52	per month

(h)

DELAYED PAYMENT PENALTY

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

RECONNECT CHARGE

\$25.00
To be charged whenever the supply of water is turned off for violation of rules, non-payment of bills, or fraudulent use of water.

SCHEDULE I

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for general domestic, commercial and industrial service.

(i) RATE SCHEDULE

First 2,000 gallons used per month	\$8.37 per 1,000 gallons
Next 3,000 gallons used per month	\$7.84 per 1,000 gallons
Next 15,000 gallons used per month	\$5.75 per 1,000 gallons
All over 20,000 gallons used per month	\$5.04 per 1,000 gallons

(ii) MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of Customers the meter, to-wit:

5/8 x 3/4 inch meter	\$ 16.74 per month
3/4 inch meter	\$ 25.14 per month
1 inch meter	\$ 41.89 per month
1-1/2 inch meter	\$ 83.78 per month
2 inch meter	\$ 134.04 per month
3 inch meter	\$ 251.34 per month
4 inch meter	\$ 418.89 per month
6 inch meter	\$ 837.78 per month

2.50 dif.

DELAYED PAYMENT PENALTY

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

RECONNECT CHARGE

\$25.00
To be charged whenever the supply of water is turned off for violation of rules, non-payment of bills, or fraudulent use of water.

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING AND RE-ENACTING SECTION ONE OF CHAPTER THREE, ARTICLE 921 OF THE CODIFIED ORDINANCES OF THE TOWN OF NUTTER FORT, ELIMINATING PHASE I ON THIS ORDINANCE PASSED ON THE SECOND AND FINAL READING ON MAY 13, 2008.

Whereas, the Town of Nutter Fort's sewer flows through the Clarksburg Sanitary Board treatment plant; and

Whereas, the Town of Nutter Fort applied to the West Virginia Public Service Commission in 2006 to have a Class Cost of Service study conducted; and

Whereas, the Town of Nutter Fort was notified on May 21, 2008 by the West Virginia Public Service Commission to eliminate Phase I rates for clarification purposes; and

Whereas, the West Virginia Public Service Commission conducted the requested Class Cost of Service Study and has recommended rates to the Nutter Fort Sanitary Board in their report for Phase II; and

Whereas, the Nutter Fort Sanitary Board authorized rates to be increased for Phase III and Phase IV of the present ordinance,

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

921.01 RATES

Rates are applicable for the entire area served.

(a) Rate (Based upon metered volume of water supplied):

Phase I Rates effective 45 days from passage of ordinance

First	2,000 gallons used per month	\$7.91 per 1,000 gallons
Next	3,000 gallons used per month	\$7.39 per 1,000 gallons
Next	5,000 gallons used per month	\$6.28 per 1,000 gallons
Next	10,000 gallons used per month	\$5.93 per 1,000 gallons
Next	25,000 gallons used per month	\$4.73 per 1,000 gallons
All over	45,000 gallons used per month	\$4.09 per 1,000 gallons

~~No bill will be rendered for less than \$ 15.82 per month.~~

Phase II Rates effective 45 days from passage of ordinance

First	2,000 gallons used per month	\$8.16 8.36 per 1,000 gallons
Next	3,000 gallons used per month	\$7.64 7.78 per 1,000 gallons
Next	5,000 gallons used per month	\$6.53 7.28 per 1,000 gallons
Next	10,000 gallons used per month	\$6.18 7.28 per 1,000 gallons
Next	25,000 gallons used per month	\$4.98 6.80 per 1,000 gallons
All over	45,000 gallons used per month	\$4.34 5.95 per 1,000 gallons

No bill will be rendered for less than ~~\$16.32~~ 16.72 per month.

Phase III Rates effective July 1, 2008

First	2,000 gallons used per month	\$8.27 8.89 per 1,000 gallons
Next	3,000 gallons used per month	\$7.75 8.31 per 1,000 gallons
Next	5,000 gallons used per month	\$6.64 7.81 per 1,000 gallons
Next	10,000 gallons used per month	\$6.29 7.81 per 1,000 gallons
Next	25,000 gallons used per month	\$5.09 7.33 per 1,000 gallons
All over	45,000 gallons used per month	\$4.45 6.48 per 1,000 gallons

No bill will be rendered for less than ~~\$16.54~~ 17.78 per month.

Phase IV Rates effective July 1, 2009

First	2,000 gallons used per month	\$8.41 9.04 per 1,000 gallons
Next	3,000 gallons used per month	\$7.89 8.46 per 1,000 gallons
Next	5,000 gallons used per month	\$6.78 7.96 per 1,000 gallons
Next	10,000 gallons used per month	\$6.43 7.96 per 1,000 gallons
Next	25,000 gallons used per month	\$5.23 7.48 per 1,000 gallons
All over	45,000 gallons used per month	\$4.59 6.63 per 1,000 gallons

No bill will be rendered for less than ~~\$16.82~~ 18.08 per month.

Passed by the Council of the Town of Nutter Fort this the ____ day of _____, 2008.

Passed by the Council of the Town of Nutter Fort on the second and final reading this the ____ day of _____, 2008.

Mayor - Donald Webster

Attest:

Recorder - Sam Maxson

5/21/08 at 10:03:58.96

Page: 1

General Revenue Account
Purchase Journal

For the Period From May 9, 2008 to May 21, 2008
Report is printed in Detail Format.

Date	Name	Line Description	Debit Amount	Credit Amount
5/9/08	Foundation of Nutter Fort	Cleaning supplies Foundation of Nutter Fort	31.37	31.37
5/9/08	Sandy's Hardware	Seal and screw for shop Sandy's Hardware	14.38	14.38
5/9/08	Sandy's Hardware	Orange flour, paint Sandy's Hardware	24.16	24.16
5/10/08	Waste Management/S&S Grad	April dumping fees. 148.58 ton @ \$46.75 per ton Waste Management/S&S Grading	6,946.20	6,946.20
5/12/08	Huntington Banks Businesscard	Phone for maintenance supervisor Huntington Banks Businesscard	264.99	264.99
5/12/08	Nutter Fort Payroll	Mayor FICA/Medicare Tax Council FICA/Medicare Tax Recorder FICA/Medicare Tax Treasurer FICA/Medicare Tax Police FICA/Medicare Tax Fire FICA/Medicare Tax Street FICA/Medicare Tax Recycle FICA/Medicare Tax Nutter Fort Payroll	33.59 37.53 15.07 412.54 30.03 203.47 8.61	856.38
5/12/08	Nutter Fort Payroll Account	Bi-weekly waste wages Nutter Fort Payroll Account	3,038.97	3,038.97
5/12/08	Superior Industrial Laundries	1/4 cost of monthly uniform cleaning for maintenance department Superior Industrial Laundries	41.50	41.50
5/12/08	Superior Industrial Laundries	Waste account - 1/4 cost of monthly uniform cleaning for maintenance department Superior Industrial Laundries	41.50	41.50
5/12/08	Nutter Fort Payroll	Waste account FICA/Medicare Tax Nutter Fort Payroll	228.13	228.13
5/14/08	Johnny's Radiator Repair Inc.	Stour's cruiser #203 - Repairs to heater Johnny's Radiator Repair Inc.	142.98	142.98
5/14/08	Advance Auto Parts	Engine degreaser, washer fluid, bulbs and lube for Police Department Advance Auto Parts	30.65	30.65
5/14/08	Nutter Fort Payroll Account	Mayor Salary Council Salary Recorder Salary Treasurer Office bi-weekly wages Police Department bi-weekly wages Fire Chief bi-monthly salary Street Department bi-weekly wages Recycle Department bi-weekly wages Nutter Fort Payroll Account	447.50 500.00 200.00 1,539.92 5,495.43 400.00 2,710.36 114.60	11,407.81
5/14/08	Clarksburg Asphalt Company	19.11 ton of asphalt Clarksburg Asphalt Company	955.50	955.50
5/14/08	Lyle Signs	Street signs, cap and cross piece Lyle Signs	128.19	128.19
5/14/08	William Jewell III	1 case of 10W30 oil William Jewell III	95.75	95.75
5/15/08	Fibernet	55% of monthly telephone service for all departments. Fibernet	221.73	221.73
5/15/08	J.F. Allen Company	1/3 cost of snow & haulage fees	310.51	

General Revenue Account
Account Register
For the Period From Apr 1, 2008 to Apr 30, 2008
100-1 - Wesbanco General Checking

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			113,643.24
4/1/08	5565	Withdrawal	Public Employees Insurance A		4,230.02	109,413.22
4/1/08	5567	Withdrawal	Retiree Health Benefit Trust F		1,407.69	108,005.53
4/1/08	5568	Withdrawal	Nutter Fort Payroll Account		11,956.75	96,048.78
4/1/08	5569	Withdrawal	Nutter Fort Payroll		899.08	95,149.70
4/1/08	5570	Withdrawal	United Healthcare Insurance C		275.46	94,874.24
4/1/08	5571	Withdrawal	Blackhart International		1,005.38	93,868.86
4/3/08	ACH 3	Deposit	Annette Marion			93,905.96
4/4/08	04-04-08	Deposit	Sprint Nextel	37.10		93,943.27
		Deposit	Time Warner Cable	12,301.94		106,245.21
		Deposit	Dobson Communications Grou	110.90		106,356.11
		Deposit	Kenneth & Kathy Sire	9.00		106,365.11
		Deposit	James Riley	18.50		106,383.61
		Deposit	Nutter Fort Residents	606.82		106,990.43
		Deposit	B&O Tax Account Receipts	437.35		107,427.78
4/4/08	289	Deposit	Mayor of Nutter Fort	261.00		107,688.78
4/4/08	M040308	Deposit	Mayor of Nutter Fort	992.00		108,680.78
4/4/08	M040408	Deposit	Mayor of Nutter Fort			107,680.78
4/8/08	5572	Withdrawal	State Treasurer's Office		1,490.64	107,190.14
4/9/08	5573	Withdrawal	Advance Auto Parts		737.27	106,452.87
4/9/08	5574	Withdrawal	Airgas Mountain States		30.92	106,371.95
4/9/08	5575	Withdrawal	Clarksburg Asphalt Company		250.00	106,121.95
4/9/08	5576	Withdrawal	Clarksburg Exponent/Telegra		60.00	106,061.95
4/9/08	5577	Withdrawal	Country Club Chrysler-Plymo		73.08	105,988.87
4/9/08	5578	Withdrawal	Dominion Hope Gas		229.90	105,758.97
4/9/08	5579	Withdrawal	Edger L. Bleigh Trucking		261.94	105,497.03
4/9/08	5580	Withdrawal	Vincent Smith		1,000.00	104,497.03
4/9/08	5581	Withdrawal	Fibernet		219.43	104,277.60
4/9/08	5582	Withdrawal	Harrison Co. Commission		4.00	104,273.60
4/9/08	5583	Withdrawal	Huntington Banks Businesscar		151.24	104,122.36
4/9/08	5584	Withdrawal	MCM Business Systems		94.67	104,027.69
4/9/08	5585	Withdrawal	Mine Bell Service, Inc.		50.62	103,977.07
4/9/08	5586	Withdrawal	R.D. Wilson-Sons & Company		160.28	103,816.79
4/9/08	5587	Withdrawal	Sandy's Hardware		174.94	103,641.85
4/9/08	5588	Withdrawal	WV Municipal Clerks & Recr		50.00	103,591.85
4/9/08	5589	Withdrawal	Allegheny Power Company		1,476.56	102,115.29
4/9/08	5590	Withdrawal	Allegheny Power Company		125.22	101,990.07
4/10/08	041008	Deposit	Sprint Havel	91.80		102,081.87
		Deposit	Hance Mann	2,721.70		104,803.57
		Deposit	Sheriff & Treasurer	17,051.69		121,855.26
		Deposit	Owen Shaw	9.00		121,864.26
		Deposit	Sally Hardman	10.00		121,874.26
		Deposit	Assessor of Harrison County	13.50		121,887.76
		Deposit	John Britton	10.00		121,897.76
		Deposit	Sara Walkers	9.00		121,906.76
		Deposit	Griffith Roofing & Contracti	12.00		121,918.76
		Deposit	Nutter Fort Residents	611.20		122,530.06
4/10/08	290	Deposit	B&O Tax Account Receipts	2,320.13		124,850.19
4/10/08	A/D 4-10	Deposit	State of WV	13,070.45		137,920.64
4/10/08	M4-10-08	Deposit	Mayor of Nutter Fort	1,127.00		139,047.64
4/14/08	5591	Withdrawal	Nutter Fort Payroll Account		10,075.05	128,972.59
4/14/08	5592	Withdrawal	Nutter Fort Payroll		757.39	128,215.20
4/15/08	ACH	Deposit	Tammy Gwinn	37.10		128,252.30
4/15/08	M4-15-08	Deposit	Mayor of Nutter Fort	1,125.00		129,377.30
4/15/08	Table 04	Deposit	State of WV Table Game Reve	802.38		130,179.68
4/18/08	041808	Deposit	Jamie Young	1.80		130,181.48
		Deposit	Frank Taylor	50.00		130,231.48
		Deposit	Rick & Barbara Miller	20.00		130,251.48
		Deposit	AT&T Communications of W	10.49		130,261.97
		Deposit	Bence Kidd	10.00		130,271.97
		Deposit	William Williams	9.00		130,280.97
		Deposit	Denny Stout	9.00		130,289.97
		Deposit	Ryan Mayze	10.00		130,299.97
		Deposit	Christian Assembly	61.50		130,361.47
		Deposit	Bryan Gonzalez	3.00		130,364.47
		Deposit	Joe Romano	9.00		130,373.47
		Deposit	Ronald Godwin	37.10		130,410.57
		Deposit	Nutter Fort Residents	430.46		130,841.03
			Beginning Balance			21,478.35
4/1/08	2865	Withdrawal	Public Employees Insurance A		1,269.90	20,208.45
4/1/08	2866	Withdrawal	Retiree Health Benefit Trust F		403.41	19,805.04
4/1/08	2867	Withdrawal	Nutter Fort Payroll Account		3,015.92	16,789.12
4/1/08	2868	Withdrawal	Nutter Fort Payroll		236.78	16,552.34
4/1/08	2869	Withdrawal	United Healthcare Insurance C		275.46	16,276.88
4/4/08	F040408	Deposit	Nutter Fort Residents	46.06		16,322.94
4/4/08	W040408	Deposit	Nutter Fort Residents	4,454.46		20,777.40
4/9/08	2870	Withdrawal	Dominion Hope Gas		62.70	20,714.70
4/9/08	2871	Withdrawal	Fibernet		59.84	20,654.86
4/9/08	2872	Withdrawal	BC Bank		635.00	20,029.86
4/9/08	2873	Withdrawal	Jefferts Corporation		1,283.00	18,746.86
4/9/08	2874	Withdrawal	MCM Business Systems		94.68	18,652.18
4/9/08	2875	Withdrawal	Sellers Truck N' Auto		2,418.05	16,234.13
4/9/08	2876	Withdrawal	Wright Express Fleet Services		684.46	15,549.67
4/9/08	F4-10-08	Deposit	Nutter Fort Residents	43.19		15,592.86
4/10/08	W4-10-08	Deposit	Nutter Fort Residents	3,638.94		19,231.80
4/14/08	2877	Withdrawal	Nutter Fort Payroll Account		3,481.45	15,750.35
4/14/08	2878	Withdrawal	Nutter Fort Payroll		261.71	15,488.64
4/18/08	F4-14-08	Deposit	Nutter Fort Residents	32.62		15,521.26
4/18/08	W4-18-08	Deposit	William K. Bunner	75.00		15,596.26
		Deposit	William K. Bunner	25.00		15,621.26
		Deposit	Mallory Bundy	75.00		15,696.26
		Deposit	Paul & Lydie Lister	2,459.06		18,155.32
		Deposit	Nutter Fort Residents			18,143.44
4/23/08	2879	Withdrawal	Advance Auto Parts		11.88	18,073.95
4/23/08	2880	Withdrawal	Allegheny Power Company		67.49	18,006.46
4/23/08	2881	Withdrawal	City of Nutter Fort		22.62	17,983.84
4/23/08	2882	Withdrawal	Clarksburg Exponent/Telegra		93.23	17,890.61
4/23/08	2883	Withdrawal	Waste Management/S&S Grid		6,665.25	11,225.36
4/23/08	2884	Withdrawal	Superior Industrial Laundries		51.87	11,173.49
4/23/08	2885	Withdrawal	Time Warner Cable		14.24	11,159.25
4/24/08	W 4-24	Deposit	William K. Bunner	11.96		11,171.21
		Deposit	Paul & Lydie Lister	75.00		11,246.21
		Deposit	William K. Bunner	75.00		11,321.21
		Deposit	Nathan Reardon	55.17		11,376.38
		Deposit	Nutter Fort Residents	6,229.10		17,605.48
		Deposit	Nutter Fort Residents	48.73		17,654.21
4/24/08	W4-24-08	Deposit	Nutter Fort Residents		2,802.52	14,851.69
4/28/08	2886	Withdrawal	Nutter Fort Payroll Account		210.47	14,641.22
4/28/08	2887	Withdrawal	Nutter Fort Payroll		275.46	14,365.76
4/29/08	2888	Withdrawal	United Healthcare Insurance C			14,365.76
4/30/08	043008	Other	Interest Income	1.65		14,426.80
4/30/08	043008	Other	Service Charge		10.60	14,437.40
4/30/08	F4-30-08	Deposit	Nutter Fort Residents	37.01		14,474.41
4/30/08	W4-30-08	Deposit	State of WV	197.60		14,672.01
		Deposit	William K. Bunner	75.00		14,747.01
		Deposit	Nutter Fort Residents	6,190.23		20,937.24
			Total	23,845.78	24,397.49	

**COUNCIL MEETING
NUTTER FORT
JUNE 10, 2008**

THE REGULAR MEETING OF COUNCIL WAS HELD, TUESDAY, JUNE 10, 2008 IN COUNCIL MEETING WITH THE FOLLOWING MEMBERS PRESENT; NATHAN ROHRBOUGH, BARBARA GORBY, WILLIAM BENINCOSA, TOM BETLER, KAREN PHILLIPS, AND RECORDER SAM MAXSON. ABSENT WAS MAYOR DONALD WEBSTER. ALSO PRESENT WERE POLICE CHIEF RON GODWIN, FIRE CHIEF TOM ROHRBOUGH, SUPERVISOR JIM WOLFE, TREASURER TAMMY GWINN, AND BUILDING INSPECTOR VINCENT SMITH. GUESTS WERE CHARLOTTE LINK AND JIM GANON

THE MEETING WAS CALLED TO ORDER AT 7:30PM BY RECORDER MAXSON WITH COUNCILLOR PHILLIPS ASKING PRAYER.

BUILDING INSPECTOR SMITH ADDRESSED COUNCIL CONCERNING THE RESIDENCE AT 111 OHIO AVE. THE PROPERTY HAS NOT HAD WATER SERVICE SINCE DECEMBER 18, 2007 AND HAS BEEN DEEMED UNINHABITABLE AND POSTED. THE OWNER HAS 30 DAYS TO COMPLY OR COMDENATION PROCEEDINGS WILL BEGIN. IT WAS NOTED THAT THERE ARE SEVERAL DOGS STILL IN THE HOUSE, BUT THE OWNER IS FEEDING THEM.

SMITH ALSO REPORTED ONLY A FEW COMPLAINTS HAVE BEEN RECEIVED FROM THOSE RESIDENTS RECEIVING PROPERTY MAINTENANCE LETTERS. THE HOUSE ON PENNSYLVANIA AVE THAT WAS DESTROYED BY FIRE IS TO BE DEMOLISHED, AS IS THE OLD COMMUNITY CENTER ON OHIO AVE. THE UNION MISSION CHURCH WILL BE CONSTRUCTING A NEW BUILDING ON THE OLD COMMUNITY CENTER LOT. SMITH REPORTED THAT A BUILDING PERMIT HAS BEEN OBTAINED TO REPLACE SOME SIDING AND CONSTRUCT A FENCE AT THE A&L CAR LOT ON BUCKHANNON PIKE. THERE HAS BEEN NO RESPONSE FROM THE DEPARTMENT OF MOTOR VEHICLES IN REGARDS TO THE COMPLAINTS THAT HAVE BEEN FILLED AGAINST THE CAR LOT.

JIM GANON, PAST LIONS DISTRICT GOVERNOR, ADDRESSED COUNCIL REPORTING THAT A NEW NUTTER FORT LIONS CLUB IS BEING FORMED WITH THE FIRST MEETING SCHEDULED FOR THURSDAY, JUNE 12 AT THE FIRST BAPTIST CHURCH. HE STATED THAT THEY HAVE THE REQUIRED 20 MEMBERS TO CHARTER THE CLUB. HE ALSO REPORTED THAT \$10,000 HAS BEEN OBTAINED FROM LIONS INTERNATIONAL TO AID THOSE IN NEED DUE TO THE RECENT FLOODING IN OUR AREA.

- THE WATER RATE ORDINANCE (ATTACHED) WAS PASSED ON THE 2ND READING AND PUBLIC HEARING, BY UNANIMOUS VOTE AFTER A MOTION BY TOM BETLER AND A SECOND BY WILLIAM BENINCOSA.
- THE ORDINANCE (ATTACHED) ELIMINATING PHASE 1 OF THE SEWER RATE WAS PASSED ON THE 2ND READING AND PUBLIC HEARING, FOLLOWING A MOTION BY TOM BETLER, A SECOND BY KAREN PHILLIPS, AND A UNANIMOUS VOTE.
- THE BUDGET REVISION (ATTACHED) WITH THE AGREEMENT THAT \$20,000 FROM LINE 444 BE MOVED INTO THE PAVING FUND AT THE NEXT BUDGET REVISION, AND THE COAL SEVERENCE REVISION, WERE APPROVED BY UNANIMOUS VOTE, AFTER A MOTION BY TOM BETLER AND A SECOND BY BARBARA GORBY
- THE 2% WAGE INCREASE ORDINANCE (ATTACHED) WAS PASSED BY UNANIMOUS VOTE FOLOWING A MOTION BY TOM BETLER AND A SECOND BY BARBARA GORBY.

DISCUSSION WAS HELD DEVELOPING AN INVESTMENT POLICY GUIDLINES. THERE WILL BE A WORK SESSION MONDAY, JUNE 16, 2008 AT 6:30PM TO FURTHER DISCUSS THIS.

OLD BUSINESS THERE HAS BEEN NO RESPONSE FROM THE DEPARTMENT OF HIGHWAYS IN REFERENCE TO OUR REQUEST THAT THE NO TURN ON RED BE RE-INSTATED ON ROUTE 98. A RESIDENT HAS RECEIVED A LETTER FROM THE DEPARTMENT OF HIGHWAYS CLAIMING THE NUTTER FORT OFFICIALS ARE AGAINST THE NO TURN ON RED. NO ONE AT THE MEETING RECALLS ANY SUCH OFFICIAL STATEMENT.

IT WAS MENTIONED THAT THE NEW NUTTER FORT LIONS CLUB TAKE AS ONE OF IT'S FIRST PROJECTS, PLANTING FLOWERS AT THE NEW TOWN ENTRANCE SIGN IN FRONT OF THE OLD HALL'S USED CAR LOT. ALSO DISCUSSED WAS POSSIBLY BUILDING A PLANTER AROUND THE ENTRANCE SIGN ON "TOPPER CLUB" HILL.

NEW BUSINESS BARBARA GORBY STATED SHE HAS RECEIVED 2 COMPALINTS FROM OHIO AVE RESIDENT TWYLA SNODGRASS ABOUT HER SIDE OF THE HILL NOT BEING SWEEPED LAST WEEK AND ABOUT A PIT BULL OWNED BY THE NEIGHBORS. SHE IS AFRAID THE PIT BULL WILL GET LOOSE AND HARM HER OR HER FAMILY. CHIEF GODWIN WILL CHECK AS TO WHAT, IF ANYTHING, CAN BE DONE. AS FOR THE SWEEPING, THE CONTRACTOR DID NOT COMPLETE SWEEPING ANY STREET, AND WHAT HE DID SWEEP WAS NOT UP TO OUR EXPECTATIONS. SHE ALSO QUESTIONED WHOSE RESPONSIBILITY IT WAS TO CUT THE GRASS BETWEEN THE EDGE OF THE TAYLOR PROPERTY ON BAGWELL AVE AND THE 3RD STREET RIGHT-OF-WAY. SHE WAS TOLD IT IS THE REPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN THIS PROPERTY

CHIEF GODWIN INFORMED COUNCIL THAT HE HAS BEEN IN CONTACT WITH THE SALEM CHIEF OF POLICE AND THEY ARE INTERESTED IN PURCHASING OUR 2 OLD POLICE CRUISERS WITH THE LIGHT BARS AND THE CAGES FOR \$3000 WHICH IS MORE THAN WE HAVE RECEIVED ON BID IN THE PAST. THE 2 NEW CRUISERS ON ORDER SHOULD BE HERE IN A FEW WEEKS.

- TOM BETLER MOTIONED APPROVAL OF THE BILLS (ATTACHED), AND, AFTER A SECOND BY BARBARA GORBY, THEY WERE APPROVED BY UNANIMOUS VOTE.
- THE BUILDING PERMITS (ATTACHED) WERE PASSED BY UNANIMOUS VOTE FOLLOWING A MOTION BY KAREN PHILLIPS AND A SECOND BY BARBARA GORBY
- TOM BETLER MOTIONED APPROVAL OF THE MINUTES OF THE MAY 27, 2008 MEETING, AND, AFTER A SECOND BY BARBARA GORBY, THEY WERE APPROVED BY UNANIMOUS VOTE.
- THE REGULAR MEETING WAS ADJORNED INTO EXECUTIVE SESSION TO DISCUSS THE UPCOMMING AUDIT. AFTER A SECOND BY BARBARA GORBY, THE REGULAR MEETING WAS SUSPENDED INTO EXECUTIVE SESSION BY UNANIMOUS VOTE AT 8:52PM.
- THE REGULAR MEETING WAS RESUMED AT 9:12PM BY A MOTION BY TOM BETLER AND A SECOND BY KAREN PHILLIPS.
- THE MEETING WAS ADJORNED AT 9:13PM AFTER A MOTION BY WILLIAM BENINCOSA AND A SECOND BY BARBARA GORBY


(MAYOR)


(RECORDER)

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING AND RE-ENACTING SECTION ONE OF CHAPTER THREE, ARTICLE 925 OF THE CODIFIED ORDINANCES OF THE TOWN OF NUTTER FORT, RELATING TO THE IMPOSITION OF RATES FOR THE USE OF THE SERVICES RENDERED BY THE WATER BOARD, AND ESTABLISHED STANDARDS FOR THE USE OF SUCH SYSTEM AND THE COMPUTATION OF SUCH RATES FOR RESIDENTS OF THE TOWN OF NUTTER FORT.

Whereas, the Town of Nutter Fort's water flows through the Clarksburg Water Board treatment plant; and

Whereas, the Town of Nutter Fort is implementing a Water Project in the amount of \$1,815,000; and

Whereas, the Town of Nutter Fort will be responsible for the bond payments over a 40 year period of time; and

Whereas, the Nutter Fort Water Board has authorized rates to be increased to cover additional cost of this department,

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

925.01 RATES.

- (a) Applicability. Applicable within the entire territory served.
- (b) Availability. Available for general domestic, commercial, and industrial service.
- (c) Rate.

First	2,000 gallons used per month	\$7.12 8.37 per 1,000 gallon
Next	3,000 gallons used per month	6.67 7.84 per 1,000 gallon
Next	15,000 gallons used per month	4.89 5.75 per 1,000 gallon
All Over	20,000 gallons used per month	4.29 5.04 per 1,000 gallon

- (d) Minimum charge. No bill will be rendered for less than the following amounts, according to the size of the meter, to-wit:

5/8 x 3/4	inch meter	\$14.24	16.74 per month
3/4	inch meter	21.38	25.14 per month
1	inch meter	35.63	41.89 per month
1-1/2	inch meter	71.25	83.78 per month
2	inch meter	114.00	134.04 per month
3	inch meter	213.76	251.34 per month
4	inch meter	356.26	418.89 per month
6	inch meter	712.52	837.78 per month

Resale customers.
\$3.65 per 1,000 gallons used per month (includes \$0.465 per 1,000 gallons transportation charge).

The provisions of this ordinance are severable and if any provisions or parts thereof shall be protested, declared invalid or unconstitutional, or inapplicable to any customer, such invalidity, unconstitutionality, or inapplicability shall not affect or impair the remaining provisions of this ordinance.

Passed by the Council of the Town of Nutter Fort this the ____ day of _____, 2008.

Passed by the Council of the Town of Nutter Fort on the second and final reading this the ____ day of _____, 2008.

Mayor - Donald L. Webster

Attest:

Recorder - Sam Maxson

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING AND RE-ENACTING SECTION ONE OF CHAPTER THREE, ARTICLE 921 OF THE CODIFIED ORDINANCES OF THE TOWN OF NUTTER FORT, ELIMINATING PHASE I ON THIS ORDINANCE PASSED ON THE SECOND AND FINAL READING ON MAY 13, 2008.

Whereas, the Town of Nutter Fort's sewer flows through the Clarksburg Sanitary Board treatment plant; and

Whereas, the Town of Nutter Fort applied to the West Virginia Public Service Commission in 2006 to have a Class Cost of Service study conducted; and

Whereas, the Town of Nutter Fort was notified on May 21, 2008 by the West Virginia Public Service Commission to eliminate Phase I rates for clarification purposes; and

Whereas, the West Virginia Public Service Commission conducted the requested Class Cost of Service Study and has recommended rates to the Nutter Fort Sanitary Board in their report for Phase II; and

Whereas, the Nutter Fort Sanitary Board authorized rates to be increased for Phase III and Phase IV of the present ordinance,

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

921.01 RATES

Rates are applicable for the entire area served.

(a) Rate (Based upon metered volume of water supplied):

Phase I Rates effective 45 days from passage of ordinance

First	2,000 gallons used per month	\$7.91 per 1,000 gallons
Next	3,000 gallons used per month	\$7.39 per 1,000 gallons
Next	5,000 gallons used per month	\$6.28 per 1,000 gallons
Next	10,000 gallons used per month	\$5.93 per 1,000 gallons
Next	25,000 gallons used per month	\$4.73 per 1,000 gallons
All over	45,000 gallons used per month	\$4.09 per 1,000 gallons

No bill will be rendered for less than \$ 15.82 per month.

Phase II Rates effective 45 days from passage of ordinance

First	2,000 gallons used per month	\$8.16 8.36 per 1,000 gallons
Next	3,000 gallons used per month	\$7.64 7.78 per 1,000 gallons
Next	5,000 gallons used per month	\$6.53 7.28 per 1,000 gallons
Next	10,000 gallons used per month	\$6.18 7.28 per 1,000 gallons
Next	25,000 gallons used per month	\$4.98 6.80 per 1,000 gallons
All over	45,000 gallons used per month	\$4.34 5.95 per 1,000 gallons

No bill will be rendered for less than \$16.32 16.72 per month.

Phase III Rates effective July 1, 2008

First	2,000 gallons used per month	\$8.27 8.89 per 1,000 gallons
Next	3,000 gallons used per month	\$7.75 8.31 per 1,000 gallons
Next	5,000 gallons used per month	\$6.64 7.81 per 1,000 gallons
Next	10,000 gallons used per month	\$6.29 7.81 per 1,000 gallons
Next	25,000 gallons used per month	\$5.09 7.33 per 1,000 gallons
All over	45,000 gallons used per month	\$4.45 6.48 per 1,000 gallons

No bill will be rendered for less than \$16.54 17.78 per month.

Phase IV Rates effective July 1, 2009

First	2,000 gallons used per month	\$8.41 9.04 per 1,000 gallons
Next	3,000 gallons used per month	\$7.89 8.46 per 1,000 gallons
Next	5,000 gallons used per month	\$6.78 7.96 per 1,000 gallons
Next	10,000 gallons used per month	\$6.43 7.96 per 1,000 gallons
Next	25,000 gallons used per month	\$5.23 7.48 per 1,000 gallons
All over	45,000 gallons used per month	\$4.59 6.63 per 1,000 gallons

No bill will be rendered for less than \$16.82 18.08 per month.

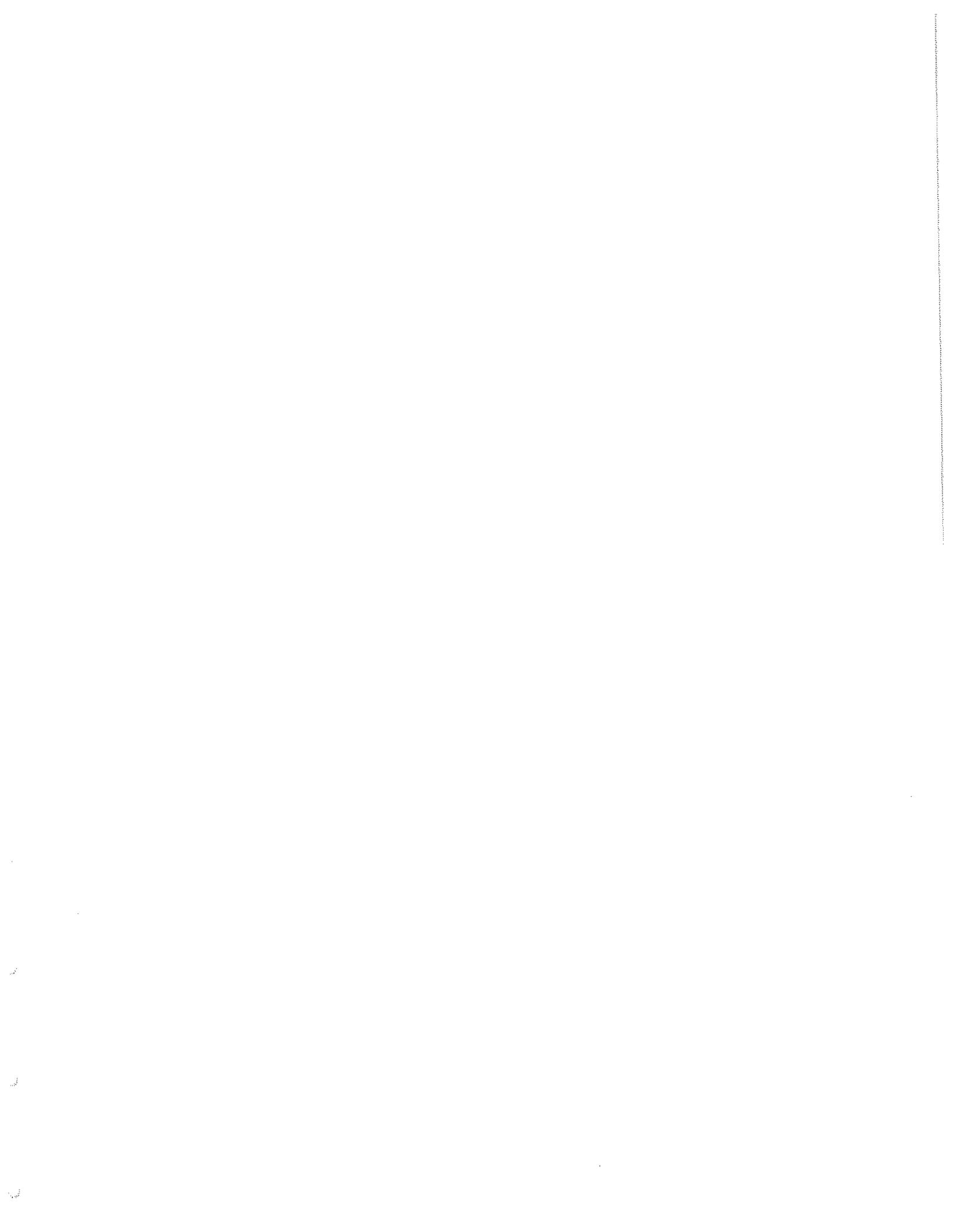
Passed by the Council of the Town of Nutter Fort this the ____ day of _____, 2008.

Passed by the Council of the Town of Nutter Fort on the second and final reading this the ____ day of _____, 2008.

Mayor - Donald Webster

Attest:

Recorder - Sam Maxson



PUBLISHER'S CERTIFICATE

PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the Town of Nutter Fort Water Board, a public utility, has adopted by ordinance on June 10, 2008 a tariff containing increased rates, tolls and charges for furnishing water service to 854 customers in the town of Nutter Fort, Harrison County.

The proposed increased rates and charges will become effective July 24, 2008 unless otherwise ordered by the Public Service Commission and will produce approximately \$74,882.00 annually in additional revenue, an increase of 7.31%. The average monthly bill for the various classes of customers will be changed as follows:

	(\$) INCREASE	(%) INCREASE
Residential	\$3.67	17.55%
Commercial	\$9.45	17.56%
Industrial	N/A	N/A
Retail	\$2,138.04	17.55%
Other	N/A	N/A

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

- 1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
 - 2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or
 - 3) Any customer or group of customers who are affected by said change in rates who resides within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.
- All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the following office of the utility.

City Clerk
Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, WV 26301

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

I, SARA V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

CHANGE IN RATES

was published in THE EXPONENT-TELEGRAM 2 time(s) commencing on the 13th day of June 2008 and ending on the 20th day of June 2008 at the request of CITY OF NUTTER FORT.

Given under my hand this 20th day of June 2008

The publisher's fee for said publication is: \$161.30
709 words at \$0.2275 per word.

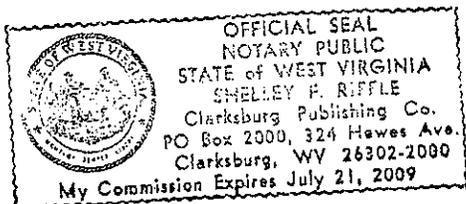
Sara V. Shingleton
Classified Manager of The Exponent-Telegram



Subscribed to and sworn to before me this 20th day of June 2008.

Shelley F. Riffle
Notary Public in and for Harrison County, WV

My commission expires on:
The 21 day of July



RECEIVED
 2008 JUN 27 AM 8 37
 WVA PUBLIC SERVICE
 COMMISSION
 SECRETARY'S OFFICE

RECEIVED
2008 JUN 16 AM 8 58
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

PUBLISHER'S CERTIFICATE

I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

WATER RATE INCREASE

was published in THE EXPONENT-TELEGRAM 1 time(s) commencing on the 31st day of May 2008 and ending on the 31st day of May 2008 at the request of CITY OF NUTTER FORT.

Given under my hand this 3rd day of June 2008

The publisher's fee for said publication is: \$18.85 for 145 words at \$0.1300 per word per day.

Sara V. Shingleton

Classified Manager of The Exponent-Telegram

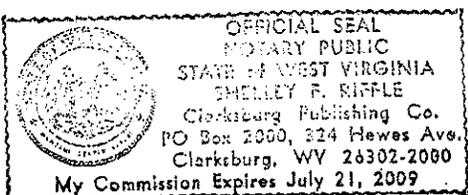
SEAL

Subscribed to and sworn to before me this 3rd day of June 2008.

Shelley F. Riffle
Notary Public in and for Harrison County, WV

My commission expires on:

The 21 day of July 2009



NOTICE
TOWN OF NUTTER FORT
Notice is hereby given that the Town of Nutter Fort, municipal corporation, will hold a hearing before the final vote on a proposed ordinance, the principal object of which is the increase of the water rates for customers of the water system operated by the Town of Nutter Fort. The title of such ordinance is "An Ordinance to Increase Water Rates". The final vote on adoption of said proposed ordinance shall be held in the Council Chambers of the Town of Nutter Fort, Town Hall, 1415 Buckhannon Pike, Nutter Fort, WV on Tuesday, June 10, 2008 at seven thirty o'clock (7:30) pm. Interested parties may appear and be heard at such time with respect to the passage of the proposed ordinance. Copies of the proposed ordinance are available at the Office of the Clerk, at Nutter Fort Town Hall.

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF
SUPPLEMENTAL RESOLUTION AND SWEEP RESOLUTION

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

The Town Council of the Town of Nutter Fort met in regular session, pursuant to notice duly posted, on the 10th day of February, 2009, in Harrison County, West Virginia, at the hour of 7:30.

PRESENT:	Donald Webster	-	Mayor
	Sam Maxson	-	Recorder
	Barbara Gorby	-	Councilmember
	Karen Phillips	-	Councilmember
	Tom Betler	-	Councilmember
	William Benincosa	-	Councilmember
	Nathan Rohrbough	-	Councilmember

Donald Webster, Mayor, presided, and Sam Maxson, acted as Recorder. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

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

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF NUTTER FORT; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND

DEPOSITORY BANK; APPROVING A BOND ORDINANCE; AND
MAKING OTHER PROVISIONS AS TO THE BONDS.

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

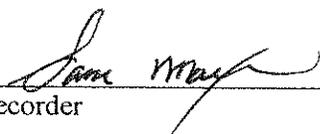
Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Tom Betler and seconded by Karen Phillips, it was unanimously ordered that the said Sweep Resolution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

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

CERTIFICATION

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

WITNESS my signature on this 17th day of February, 2009.


Recorder

02.05.09
665690.00002

**COUNCIL MEETING
NUTTER FORT
JANUARY 13, 2009**

THE REGULAR MEETING OF COUNCIL WAS HELD, TUESDAY, JANUARY 13, 2009, IN COUNCIL CHAMBERS WITH THE FOLLOWING MEMBERS PRESENT; NATHAN ROHRBOUGH, WILLIAM BENINCOSA, TOM BETELR, MAYOR DONALD WEBSTER, AND RECORDER SAM MAXSON. ABSENT WERE MEMBERS BARBARA GORBY AND KAREN PHILLIPS.

ALSO PRESENT WERE POLICE CHIEF RON GODWIN, FIRE CHIEF TOM ROHRBOUGH, AND SUPERVISOR JIM WOLFE. GUESTS WERE BOND COUNCEL ATTORNEY, TOM AMON, REGION VI REPRESENTATIVE ROSEMARY RASCELLA, DEBBIE JOHNSON, ROBERT SMALL, AND DAVID GARVIN.

THE MEETING WAS CALLED TO ORDER AT 7:30PM BY MAYOR WEBSTER WITH RECORDER MAXSON ASKING PRAYER.

- FOLLOWING THE THIRD READING AND PUBLIC HEARING, TOM BETLER MOTIONED APPROVAL OF THE BOND ORDINANCE FOR THE WATER PROJECT (SEE COPY IN NOVEMBER 25, 2008 MINUTES). AFTER A SECOND BY WILLIAM BENINCOSA, THE MOTION WAS PASSED BY UNANIMOUS VOTE.

THE REGION VI REPRESENTATIVE WAS GIVEN THE CHECK BOOK FOR DRAW DOWN #1 OF THE WATER PROJECT. (SEE ATTACHED)

DISCUSSION WAS HELD CONCERNING A POSSIBLE AGREEMENT WITH THE YWCA TO GIVE CITY EMPLOYEES A DISCOUNT MEMBERSHIP IN EXCHANGE FOR AID BY CITY EMPLOYEES AND EQUIPMENT. CURRENTLY THE CITIES OF CLARKSBURG AND BRIDGEPORT HAVE SIMILAR AGREEMENTS. THE MAYOR WILL OBTAIN MORE DETAILS AND REPORT BACK TO COUNCIL.

WE WILL POSSIBLY BE FILING LAWSUITS AGAINST THE OWNERS OF THE DEMOLISHED PROPERTIES AT 215 AND 217 ½ OHIO AVE AS AN ATTEMPT TO BE RE-PAID THE COST OF THE DEMOLITION. ALSO A LIEN WILL BE SOUGHT AGAINST THE DEEDS. BIDS HAVE BEEN ADVERTISED FOR ASBESTOS TESTING ON THE PROPERTIES AT 111 AND 516 OHIO AVE THAT HAVE BEEN CONDEMED. BID OPENING HAS BEEN SET FOR JANUARY 27, 2009. FOLLOWING THIS DATE, WE WILL ADVERTISE FOR BIDS FOR ASBESTOS REMOVAL, IF NEEDED, AND LATER FOR THE ACTUAL DEMOLITION. WE ARE IN THE PROCESS OF COMDENATION OF THE BURNT HOUSE AT 802 ILL. AVE.

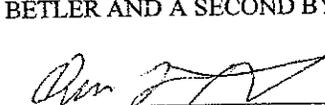
- THE BUILDING PERMITS (ATTACHED) WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY TOM BETLER AND A SECOND BY NATHAN ROHRBOUGH.
- THE BILLS (ATTACHED) RECEIVED UNANIMOUS APPROVAL FOLLOWING A MOTION BY SAM MAXSON AND A SECOND BY NATHAN ROHRBOUGH.
- THE MINUTES OF BOTH THE REGULAR MEETING, DECEMBER 9, 2008 AND THE SPECIAL MEETING, DECEMBER 17, 2008 WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY TOM BETLER AND A SECOND BY WILLIAM BENINCOSA.

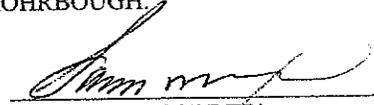
OLD BUSINESS A LETTER HAS BEEN SENT BY WATER PROJECT ATTORNEY DAN GLOVER, NOTIFYING MIKE ENYART AND SONS, OF OUR DECISION TO AWARD THE WATER PROJECT TO DAN'S MARINE. (LETTER ATTACHED)

OUR ATTORNEY WILL BE ASKED TO HAVE A RESOLUTION READY FOR CONSIDERATION AT THE NEXT COUNCIL MEETING TO BEGIN THE ANNEXATION PROCESS OF THREE SEPARATE PROPERTIES. THESE ANNEXATION REQUESTS WILL BE: HIGHWAY ONLY FROM THE CURRENT CITY LIMIT TO HAYMOND HIGHWAY, FROM THE CURRENT CITY LIMIT TO THE STONEWOOD BRIDGE AND FROM THE CURRENT CITY LIMIT UP NUTTER RUN. ONLY THE PROPERTY OWNER, THE WV DEPARTMENT OF HIGHWAYS, IS THOUGHT TO HAVE THE RIGHT TO SPEAK OR PROTEST AT THE HEARING BEFORE THE HARRISON COUNTY COMMISSION. PAYMENT HAS BEEN MADE FOR THE STREET LIGHTS ALONG ROUTE 98, BUT NO DATE HAS BEEN SET FOR THE WORK.

NEW BUSINESS THE BID OPENING FOR THE SAFE ROUTE TO SCHOOL PROJECT WILL BE JANUARY 15, 2009 AT 10:00AM WITH DONALD WEBSTER, WILLIAM BENINCOSA, TOM BETLER, TAMMY GWINN, REGION VI REPRESENTATIVE, AND JIM WOLFE. COUNCIL WAS REMINDED OF THE WV MUNICIPAL LEAGUE MID-WINTER CONFERENCE IN CHARLESTON, FEBRUARY 15 AND 16. ALSO, RECORDER MAXSON REMINDED THOSE PRESENT THAT CANDIDATE ANNOUNCEMENT FORMS FOR THOSE SEEKING ELECTION TO THE OFFICES OF MAYOR, RECORDER AND ALL 5 SEATS ON COUNCIL ARE AVAILABE IN THE OFFICE BEGINNING TODAY THRU SATURDAY, JANUARY 31. JIM WOLFE ANNOUNCED A NEW PICK-UP TRUCK FOR THE MAINTENANCE DEPARTMENT HAS BEEN ORDERED. POLICE CHIEF GODWIN REPORTED THAT THE CIVIL SERVICE COMMISSION IS WORKING ON CHANGES TO THE TESTING FOR VACANCIES ON THE POLICE FORCE.

THE MEETING WAS ADJORNED AT 8:11PM AFTER A MOTION BY TOM BETLER AND A SECOND BY NATHAN ROHRBOUGH.


(MAYOR)


(RECORDER)

COMMUNITY PARTICIPATION PROGRAM
Fiscal Year 2009

June 1, 2009

PROJECT NUMBER: 09LEDA0207
AMOUNT: \$25,000

1. Name of Grantee (Unit of Local Government) Town of Nutter Fort		2. Project Title GIS Mapping System		3. Name of Individual Completing Form Tammy Gwinn	
4. Street Address 1415 Buckhannon Pike			5. City Nutter Fort		5. ZIP Code 26301
7. County Harrison		9. Phone Number 304-622-7713	10. Fax Number 304-623-0288	11. Email Cityofnutterfort@ma.wv.com	
12. Name of chief elected official of local government (Mayor or County Commissioner) Donald L. Webster - Mayor			13. Name of office or organization that will receive funds: Town of Nutter Fort		
14. Address Where Grant Funds Will Be Used. Street address, route or physical address sufficient to drive to site. Entire Town - will be kept at Town Hall			15. Upon completion, what government agency will own, operate, and/or be responsible for the project? Town of Nutter Fort		
16. PUBLIC AND ECONOMIC IMPACT Is the project site/right-of-way now publicly owned? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is a vicinity/site plan attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			17. How many persons will directly benefit from this project? <u>1686</u> How many households will directly benefit from this project? <u>860</u> How many permanent full-time jobs will be created? <u>0</u>		
18. NONPROFIT CERTIFICATION Counties and municipalities may sponsor the applications of federally certified nonprofit organizations. As the grantee, the county or municipality must act as the administrator of grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with nonprofit organizations so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.			An Internal Revenue Service nonprofit certification letter must accompany this form. All state and local requirements regarding audits, competitive bidding and prevailing wages apply to a nonprofit organization's use of grant funds. 18.a. IRS Certification _____ Ex: 501(c) 3, 501(c) 4 18.b. Year Certified _____ 18.c. IRS Determination Letter Attached? <input checked="" type="checkbox"/> Yes Applications will not be processed without official documentation of federal nonprofit status.		
19. ELIGIBLE ACTIVITIES ELIGIBLE activities include, but are not limited to, capital improvements and permanent public improvements related to:					
<ul style="list-style-type: none"> Beautification/Streetcape City Hall-Courthouse Facilities Community Centers Construction/Renovation Demolition 		<ul style="list-style-type: none"> Economic Development Emergency Services Equipment Flood/Storm Drainage Industrial Parks 		<ul style="list-style-type: none"> Land/Property Acquisition Law Enforcement Libraries Parks and Recreation Parking Facilities 	
<ul style="list-style-type: none"> Preservation Site Preparation Streets/Sidewalks Technology Water/Wastewater 					
INELIGIBLE activities include, but are not limited to, administrative and expendable items related to:					
<ul style="list-style-type: none"> Ammunition Costs Prior to Contract Period Leak Interests/Debt Reduction Field Trips Food, Clothing, Expendable Items 		<ul style="list-style-type: none"> Insurance Premiums Little League/Sports Uniforms Maintenance Medical Programs National Dues 		<ul style="list-style-type: none"> Operational Costs Postage Private Property Rent Homeowners Associations 	
		<ul style="list-style-type: none"> Salaries Scholarships Speakers' Fees/Training Travel/Meals Utilities 			

**COUNCIL MEETING
NUTTER FORT
DECEMBER 9, 2008**

THE REGULAR MEETING OF COUNCIL WAS HELD, TUESDAY, DECEMBER 9, 2008, IN COUNCIL CHAMBERS WITH THE FOLLOWING MEMBERS PRESENT: NATHAN ROHRBOUGH, BARBARA GORBY, WILLIAM BENINCOSA, TOM BETLER, KAREN PHILLIPS, MAYOR DONALD WEBSTER, AND RECORDER SAM MAXSON.

THE MEETING WAS CALLED TO ORDER AT 7:30PM WITH COUNCILLOR BENINCOSA ASKING PRAYER.

- ✓ • TOM BETLER MOTIONED APPROVAL, ON THE SECOND READING, THE BOND ORDINANCE FOR THE WATER PROJECT (SEE COPY IN THE NOVEMBER 25, 2008 MINUTES). AFTER A SECOND BY BARBARA GORBY, THE MOTION WAS PASSED BY UNANIMOUS VOTE.

DISCUSSION WAS HELD CONCERNING ADVERTISING FOR BID AN ENGINEER FOR UP-COMMING PROJECTS. EVERYONE WAS IN AGREEMENT.

THE NEXT MEETING, SCHEDULED FOR DECEMBER 23, 2008 WILL BE CANCELLED.

- SAM MAXSON MOTIONED WE GIVE AN ANNUAL BONUS OF \$75 TO PART TIME MAINTENANCE EMPLOYEYEE, GARRET JACKSON. AFTER A SECOND BY BARBARA GORBY, THE MOTION WAS PASSED, WITH TOM BETLER ABSTAINING.

DISCUSSION WAS HELD ABOUT THE CLERICAL ERROR IN THE WATER PROJECT BID, IT SEEMS, THE SECOND LOWEST BIDDER, DAN'S MARINE, WAS ACTUALLY THE LOWEST BID. AN OPINION AS WHAT WE SHOULD DO WAS ASKED OUR WATER PROJECT ATTORNEY, DAVE GLOVER, BUT HIS RESPONSE SEEMED UNDECISIVE. GLOVER AND RANDY WATSON OF THRASHERS WILL BE ASKED TO ATTEND A SPECIAL MEETING TUESDAY, DECEMBER 16 AT 6:00PM, TO DISCUSS THIS MATTER WITH COUNCIL.

- THE BUILDING PERMITS (ATTACHED) WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY KAREN PHILLIPS AND A SECOND BY BARBARA GORBY.
- THE BILLS (ATTACHED) WERE APPROVED BY UNANIMOUS VOTE FOLLOWING A MOTION BY SAM MAXSON AND A SECOND BY WILLIAM BENINCOSA.
- KAREN PHILLIPS MOTIONED APPROVAL OF THE MINUTES OF THE NOVEMBER 15, 2008 MEETING, AND AFTER A SECOND BY BARBARA GORBY, WERE APPROVED BY UNIMOUS VOTE.

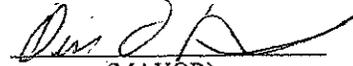
OLD BUSINESS ALLEGHENY POWER WILL BE INSTALLING 7 STREET LIGHTS ON ROUTE 98 AT A COST OF \$4200.
THE ANNEXATION REQUESTS FOR 3 PARCELS IS PROCEEDING.

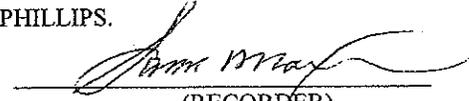
NEW BUSINESS A PETITION SUPPORTING THE CLARKSBURG PARK BOARD'S REQUEST FOR STAE FUNDING TO PAVE THE WALKING TRAIL IN THE PARK WAS CIRCULATED.

- SAM MAXSON MOTIONED WE OFFICIALLY SUPPORT THE REQUEST FOR PAVING THE WALKING TRAIL. AFTER A SECOND BY BARBARA GORBY, THE MOTION WAS APPROVED BY UNANIMOUS VOTE.

SINCE CHRISTMAS AND NEW YEARS FALL ON THURSDAYS THIS YEAR, COUNCIL WAS IN FAVOR OF GIVING CITY EMPLOYEES FRIDAY, DECEMBER 26, 2008 AND, FRIDAY, JANUARY 2, 2009 OFF.

THE MEETING WAS ADJORNED AT 7:56 PM AFTER A MOTION BY WILLIAM BENINCOSA AND A SECOND BY KAREN PHILLIPS.


(MAYOR)


(RECORDER)

Building Permits:

B&B Harley Davidson – 100 Alexander Ave – Friend of owner will pave lot and portion of Alexander Avenue \$10,000
Jennifer Canfield – 113 Howard St – Amended cost for permit to repair water line (original permit \$999 to \$2500) after work was completed. \$2500
Scott Cornell – 101 Edison Street – Owner will move door from kitchen to dining room. \$500

12/4/08 at 11:58:08.98

Page: 1

General Revenue Account
Purchase Journal

For the Period From Nov 22, 2008 to Dec 4, 2008

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Name	Line Description	Debit Amount	Credit Amount
11/24/08	Quality Machine Co., Inc.	Salt spreader and controls Quality Machine Co., Inc.	2,161.50	2,161.50
11/24/08	Nutter Fort Payroll Account	Bi-weekly Treasurer Office wages Bi-weekly Police Department wages Bi-monthly Fire Department Salary Bi-weekly Street Department wages Bi-weekly Recycle Department wages DUI Police Wages for Pay end 11/23/08 Nutter Fort Payroll Account	1,478.10 6,310.21 400.00 3,727.42 464.24 548.11	12,928.08
11/24/08	Nutter Fort Payroll Account	Bi-weekly waste department wages Nutter Fort Payroll Account	2,775.10	2,775.10
11/24/08	Nutter Fort Payroll	Bi-weekly Treasurer's Office FICA/Medicare Tax Bi-weekly Police Department FICA/Medicare Tax Bi-Monthly Fire Department FICA/Medicare Tax Bi-weekly Street Department FICA/Medicare Tax Bi-weekly Recycle Department FICA/Medicare Tax DUI Police FICA/Medicare for Pay end 11/23/08 Nutter Fort Payroll	111.15 474.55 30.06 280.32 34.92 41.22	972.22
11/24/08	Sandy's Hardware	1/3 cost of plywood for shelves - Maintenance Department Sandy's Hardware	46.55	46.55
11/24/08	Sandy's Hardware	Wire nuts, wire connector, screws and service connectors for Christmas lights Sandy's Hardware	25.28	25.28
11/24/08	Sandy's Hardware	Self tappers - Maintenance department Sandy's Hardware	22.98	22.98
11/24/08	Sandy's Hardware	Lights and timers for Christmas tree Sandy's Hardware	103.39	103.39
11/24/08	Sandy's Hardware	Cable ties, stakes and extension cord for Christmas lights Sandy's Hardware	86.33	86.33
11/24/08	J.F. Allen Company	24.57 ton of de-icing salt @ \$113.90 per ton. Price includes \$10.50 haul charge per ton. J.F. Allen Company	2,798.53	2,798.53
11/24/08	Nutter Fort Payroll	Waste account's bi-weekly FICA/Medicare Tax Nutter Fort Payroll	208.69	208.69
11/25/08	Nutter Fort Payroll Account	Bi-weekly waste wages Nutter Fort Payroll Account	2,938.29	2,938.29
11/25/08	United Healthcare Insurance C	December 2008 Dental Insurance United Healthcare Insurance Company	101.10 101.10 101.10	303.30
11/25/08	United Healthcare Insurance C	December 2008 dental insurance United Healthcare Insurance Company	303.31	303.31
11/26/08	Payroll - Retirees Health Insur	November 2008 - Retirees Health Insurance Payroll - Retirees Health Insurance	240.16 718.80 527.01 59.40	1,545.37
11/26/08	Payroll - Health Insurance	November 2008 portion of Health Insurance Payroll - Health Insurance	1,003.36 3,003.00 2,201.75 248.15	6,456.26

**COUNCIL MEETING
NUTTER FORT
NOVEMBER 25, 2008**

THE REGULAR MEETING OF COUNCIL WAS HELD, TUESDAY, NOVEMBER 25, 2008 IN COUNCIL CHAMBERS WITH THE FOLLOWING MEMBERS PRESENT; NATHAN ROHRBOUGH, WILLIAM BENINCOSA, TOM BETLER, KAREN PHILLIPS, MAYOR DONALD WEBSTER, AND RECORDER SAM MAXSON. ABSENT WAS MEMBER BARBARA GORBY. ALSO PRESENT WAS ASSISTANT SUPERVISOR JERRY RILEY.

THE MEETING WAS CALLED TO ORDER AT 7:30 PM BY MAYOR WEBSTER WITH COUNCILLOR BENINCOSA ASKING PRAYER.

DISCUSSION WAS HELD ABOUT IDEAS FOR GRANT REQUESTS. SUGESTED WAS FUNDING FOR SIDEWALKS, PAVING, PARKS AND RECREATION, ADDITIONAL G.I.S. MAPPING, AND DEMOLITION. SINCE SEVERAL FIRE HYDRANTS WILL BE REPLACED AS PART OF THE WATER PROJECT, THIS REQUEST WILL BE OMITTED THIS YEAR.

- ✓ • TOM BETLER MOTIONED APPROVAL OF THE BOND ORDINANCE (ATTACHED) AS STATED, ON THE FIRST READING. AFTER A SECOND BY KAREN PHILLIPS, THE MOTION WAS APPROVED BY UNANIMOUS VOTE.

WE WILL TURN THE \$5000 GIVEN TO THE CITY TOWARDS THE PURCHASE OF THE GENERATOR/LIGHT PLANT BY THE HARRISON COUNTY COMMISSION, TO THE FIRE DEPARTMENT.

- THE MAYOR WAS GIVEN PERMISSION TO SIGN THE SAFE ROUTE TO SCHOOL AGREEMENT (ATTACHED), BY UNANIMOUS VOTE FOLLOWING A MOTION BY TOM BETLER AND A SECOND BY KAREN PHILLIPS. IT WAS NOTED SOME MINOR CHANGES IN THE PROJECT MAY OCCUR, COUNCIL WILL BE NOTIFIED OF THEM.
- THE BUILDING PERMITS (ATTACHED) WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY KAREN PHILLIPS AND A SECOND BY NATHAN ROHRBOUGH.
- KAREN PHILLIPS MOTIONED APPROVAL OF THE BILLS (ATTACHED) AND, FOLLOWING A SECOND BY WILLIAM BENINCOSA, WERE APPROVED BY UNANIMOUS VOTE.
- THE MINUTES OF THE NOVEMBER 11, 2008 MEETING WERE APPROVED BY UNANIMOUS VOTE AFTER A MOTION BY TOM BETLER AND A SECOND BY KAREN PHILLIPS.

OLD BUSINESS IT IS UNCERTAIN IF A&L AUTO SALES HAS BEEN GRANTED A STATE DEALER'S LICENSE, BUT THEY HAVE NOT APPLIED FOR RENEWAL OF A CITY LICENSE.

DISCUSSION WAS HELD CONCERNING THE AWARDING OF THE WATER PROJECT CONTRACT TO MIKE ENYART AND SONS FOR \$1,360,255. THRASHER ENGINEERS HAVE GONE OVER ALL THE BIDS AND REPORTED AN ERROR IN THE ADDITION BY SECOND LOWEST BIDDER, DAN'S MARINE. IT APPEARS THAT DAN'S MARINE WAS ACTUALLY THE LOWEST BIDDER. COUNCIL FELT ATTORNEY DAN GLOVER SHOULD GUIDE US IN WHICH BID TO ACCEPT.

THE MAPS SENT TO OUR ATTORNEY, ANDY McMUNN, DRAWN BY THRASHERS DID NOT HAVE THE NEEDED "MEETS AND BOUNDS" AND WILL HAVE TO BE RE-SENT. COUNCIL FELT WE SHOULD PROCEED ON ALL 3 REQUESTED ANNEXATIONS AS SOON AS POSSIBLE.

NEW BUSINESS NONE

- SAM MAXSON MOTIONED WE ADJORN INTO EXECUTIVE SESSION AT 7:50PM FOR THE PURPOSE OF DISCUSSION OF THE ANNUAL EMPLOYEE COMPENSATION AND EMPLOYEE PENSION. AFTER A SECOND BY TOM BETLER, THE MOTION WAS PASSED BY UNIMOUS VOTE.
- THE REGULAR MEETING WAS RESUMED AT 7:55PM BY UNANIMOUS VOTE FOLLOWING A MOTION BY KAREN PHILLIPS AND A SECOND BY TOM BETLER.
- TOM BETLER MOTIONED WE GIVE THE FIRE CHIEF THE SAME ANNUAL COMPENSATION (\$500) AS THE OTHER EMPLOYEES. AND, SINCE THURMAN WOLFE, IS PART TIME AND WORKED OVER 1040 HOURS, BE GIVEN \$250. FOLLOWING A SECOND BY KAREN PHILLIPS, THE MOTION WAS APPROVED BY UNANIMOUS VOTE.

THE MEETING WAS ADJORNED AT 8:00PM AFTER A MOTION BY WILLIAM BENINCOSA AND A SECOND BY KAREN PHILLIPS.


(MAYOR)


(RECORDER)

TOWN OF NUTTER FORT

BOND ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATER SYSTEM OF THE TOWN OF NUTTER FORT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,300,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF NUTTER FORT:

ARTICLE I

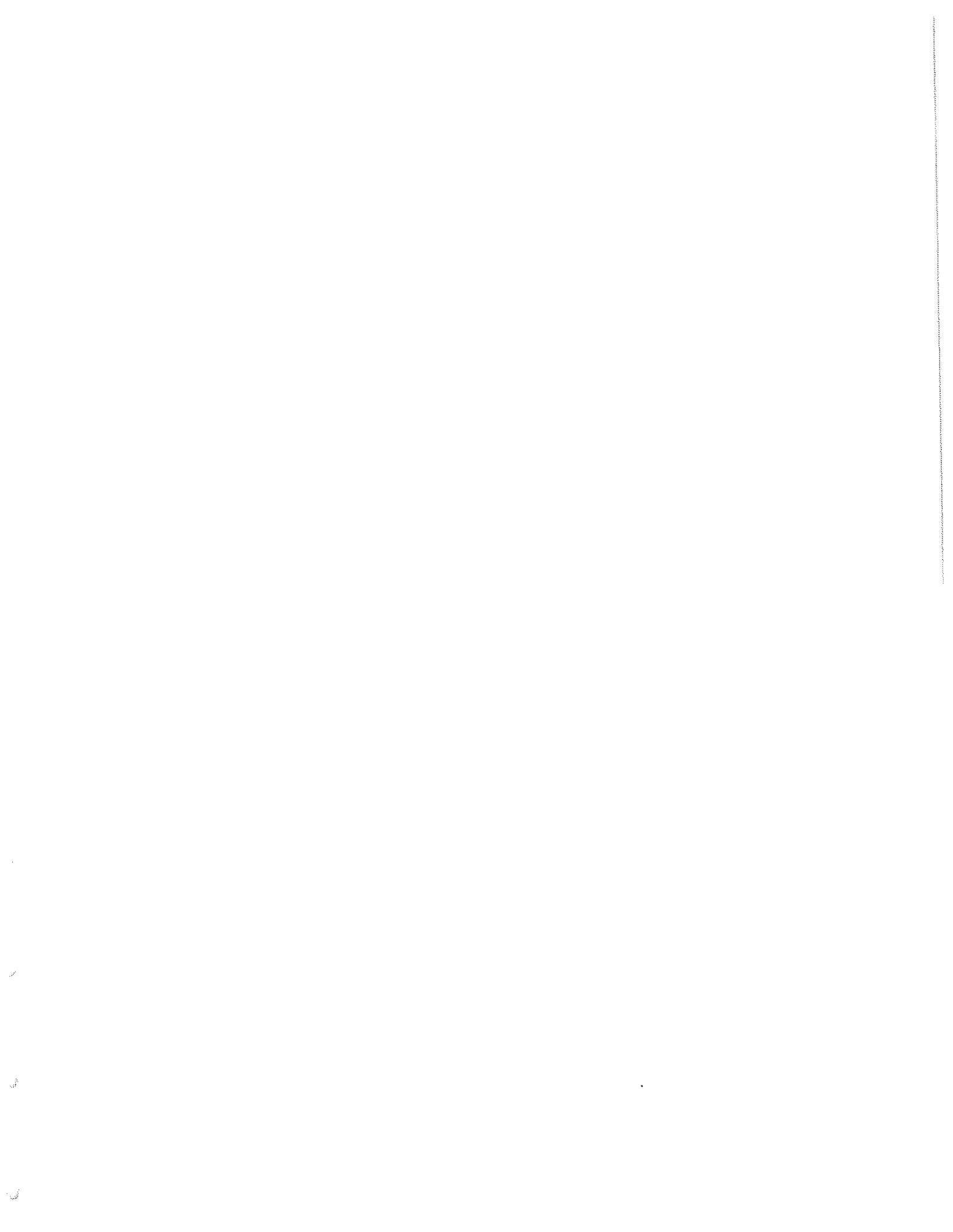
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation"), is enacted pursuant to the provisions of Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The Town of Nutter Fort (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public water system (the "System"). However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ENGINEERING SERVICES
 The Town of Nutter Fort in Harrison County of North Central West Virginia is in the process of receiving Statements of Qualifications for an engineering firm to serve as Engineer of Record to provide cost-estimation, design, inspection, and construction services. Low Cost Improvements are subject to contain federally and state funded TEA Transportation Enhancement Funds, Safe Routes to School funds.

Professional services will include: (1) Site or meeting visitation to areas of concern as requested by the Mayor or his/her designee; (2) Preliminary Design and Cost Estimation; (3) Preparation of Engineer's Memorandum certifying reasonable necessity; (4) Preparation and Submission of documents required of Federal, State, or Local funding, or review agencies; (5) Final Design and Approval; (6) Preparation of Bid Documents and/or Forms, account directives; (7) Participation in the evaluation of bids received; (8) Monitoring and inspection of construction activities to insure compliance with plans and specifications; (9) Notification of impacted utilities; and (10) Approval of pay estimates. Procurement of said services shall be in accordance with West Virginia Code Chapter 56-1-3 and applicable federal regulations meeting OMB Circular A-102 requirements. All engineering firms interested in being considered for this position must submit three (3) copies of (1) Letter of Interest; (2) Statement of Qualifications and Experience of staff persons who will likely serve in this capacity; and (3) References. Written proposals for services will be received at the municipal building: Mayor Donald "Duck" Webster, Town of Nutter Fort, 1416 Buckhannon Pike, Nutter Fort, WV 26301, until no later than Thursday, January 15, 2009 at 10:00 a.m. LPT.

The object of this competitive process is to objectively select the engineering firm who will serve in this position, while providing the highest quality of service at a reasonable fee, to the best interest of the Town. Accordingly, technical qualifications and experience will be weighed heavily. The firm judged most qualified from the proposals

received will be provided shortlist interview by Town for these services. Attention is directed to fact that any or all projects be undertaken may be funded through the Town general funds, any other local, state or federal funds, any combination of such funds. Possible and like funding sources for all phases or aspects include but are not limited to USDO and WVDC and TEA/SRTS/Recreational Trails. Therefore, all work will be performed in accordance with the Regulation issued by any/all governing federal, state and/or local agencies pertaining thereto. The selected firm will be required to comply with Title of the Civil Rights Act of 1964, the Americans with Disabilities Act, Executive Order 11246, Section 109 of the Housing and Urban Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Conflict of Interest Statements, Access to Records provisions, WBE/MBE provisions and other applicable regulations of the various federal, state or local agencies. The Town of Nutter Fort will afford full opportunity to disadvantaged business enterprises to submit a show of interest in response to this invitation. The Town will not discriminate against any targeted firm or individual on the grounds of race, creed, color, sex, age, handicap or national origin in the position award. This position will be awarded to the responsible offer whose proposal and subsequent interview are judged most competitive and determined to be the most advantageous to the Town.
 Donald "Duck" Webster
 Mayor
 Town of Nutter Fort
 (304)622-7713

PUBLISHER'S CERTIFICATE

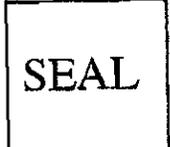
I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

NOTICE OF PUBLIC HEARING

was published in THE EXPONENT-TELEGRAM 2 time(s) commencing on the 29th day of December 2008 and ending on the 5th day of January 2009 at the request of CITY OF NUTTER FORT.
 Given under my hand this 6th day of February 2009

The publisher's fee for said publication is: \$90.09 for 396 words at \$0.1138 per word per day.

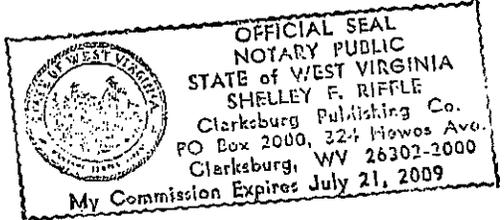
Sara V. Shingleton
 Classified Manager of The Exponent-Telegram



Subscribed to and sworn to before me this 6th day of February 2009.

Shelley F. Riffle
 Notary Public in and for Harrison County, WV

My commission expires on:
 The 21 day of July 2009



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

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

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

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

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

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

TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

WesBanco Bank, Inc., Nutter Fort, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the Town of Nutter Fort (the "Issuer") enacted by the Issuer on January 13, 2009, and a Supplemental Resolution adopted by the Issuer on February 10, 2009 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated February 17, 2009, in the aggregate principal amount of \$1,815,000 (the "Series 2009 A Bonds"), and agrees to serve as Depository Bank in connection with the Series 2009 A Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 17th day of February, 2009.

WESBANCO BANK, INC.

By: Verri L. Davis, BEM
Its: Authorized Officer 2-17-09

02.05.09
665690.00002

TOWN OF NUTTER FORT

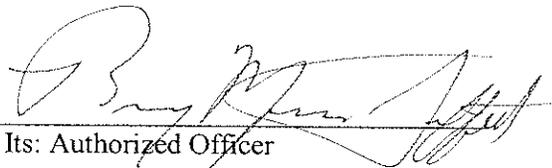
Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Town of Nutter Fort Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated February 17, 2009, in the principal amount of \$1,815,000 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 17th day of February, 2009.

THE HUNTINGTON NATIONAL BANK

By: 

Its: Authorized Officer

02.05.09
665690.00002

TOWN OF NUTTER FORT

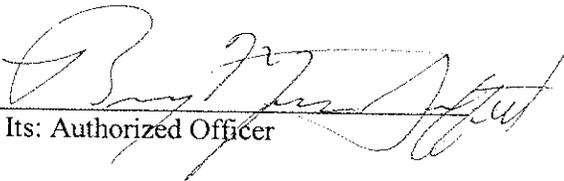
Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

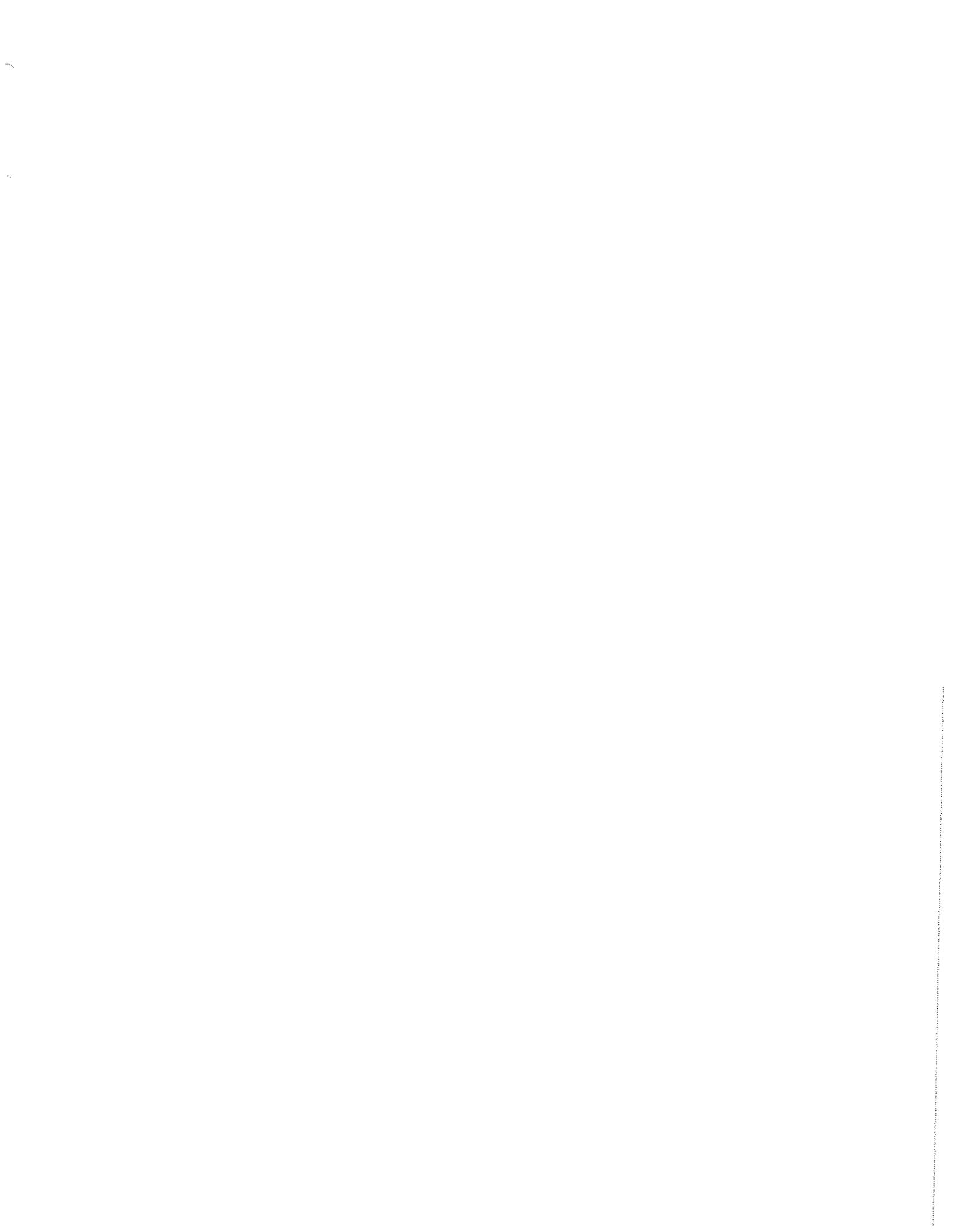
THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned bond issue of the Town of Nutter Fort (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Town of Nutter Fort Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, dated February 17, 2009, in the principal amount of \$1,815,000, numbered AR-1, was registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 17th day of February, 2009.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

02.05.09
665690.00002



TOWN OF NUTTER FORT

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 17th day of February, 2009, by and between the TOWN OF NUTTER FORT, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$1,815,000 principal amount of Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated the date hereof, in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted January 13, 2009, and a Supplemental Resolution of the Issuer duly adopted February 10, 2009 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board

or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Town of Nutter Fort
1415 Buckhannon Pike
Nutter Fort, West Virginia 26301
Attention: Mayor

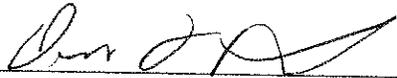
REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate, register and deliver the Bonds in accordance with the Bond Legislation.

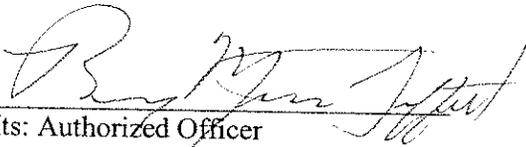
9. This document may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute but one and the same document.

WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the date first written above.

TOWN OF NUTTER FORT

By: 
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

02.05.09
665690.00002

EXHIBIT A

Included in transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

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



STATEMENT OF REGISTRAR'S FEES
Invoice Date February 17, 2009

The Town of Nutter Fort
Account Number 6089001809

The Town of Nutter Fort
Water Revenue Bonds, Series 2009 A
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

FEE CALCULATION FOR February, 2009

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

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

2/16/09

PRODUCER
 Wells Fargo Ins. Services
 of West Virginia, Inc.
 P.O. Box 1551
 Charleston WV 25326-1551
 (304) 348-0611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Town of Nutter Fort
 1415 Buckhannon Pike
 Nutter Fort, WV 26301

COMPANIES AFFORDING COVERAGE

COMPANY	A St. Paul Mercury Insurance Co.
COMPANY	B
COMPANY	C
COMPANY	D

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6P09313993	7/01/08	7/01/09	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PRODUCTS-COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
AUTO ONLY - EA ACCIDENT		\$				
GARAGE LIABILITY	OTHER THAN AUTO ONLY:					
	EACH ACCIDENT	\$				
	AGGREGATE	\$				
A	EXCESS LIABILITY	6P09313993	7/01/08	7/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 1,000,000
					WC STATUTORY LIMITS	OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT	\$
EL DISEASE-POLICY LIMIT		\$				
EL DISEASE-EA EMPLOYEE		\$				
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate Holder is named as an Additional Insured Regarding the Town of Nutter Fort water project.

CERTIFICATE HOLDER
 WV Water Development Authority
 180 Associates Drive
 Charleston, WV 25311

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

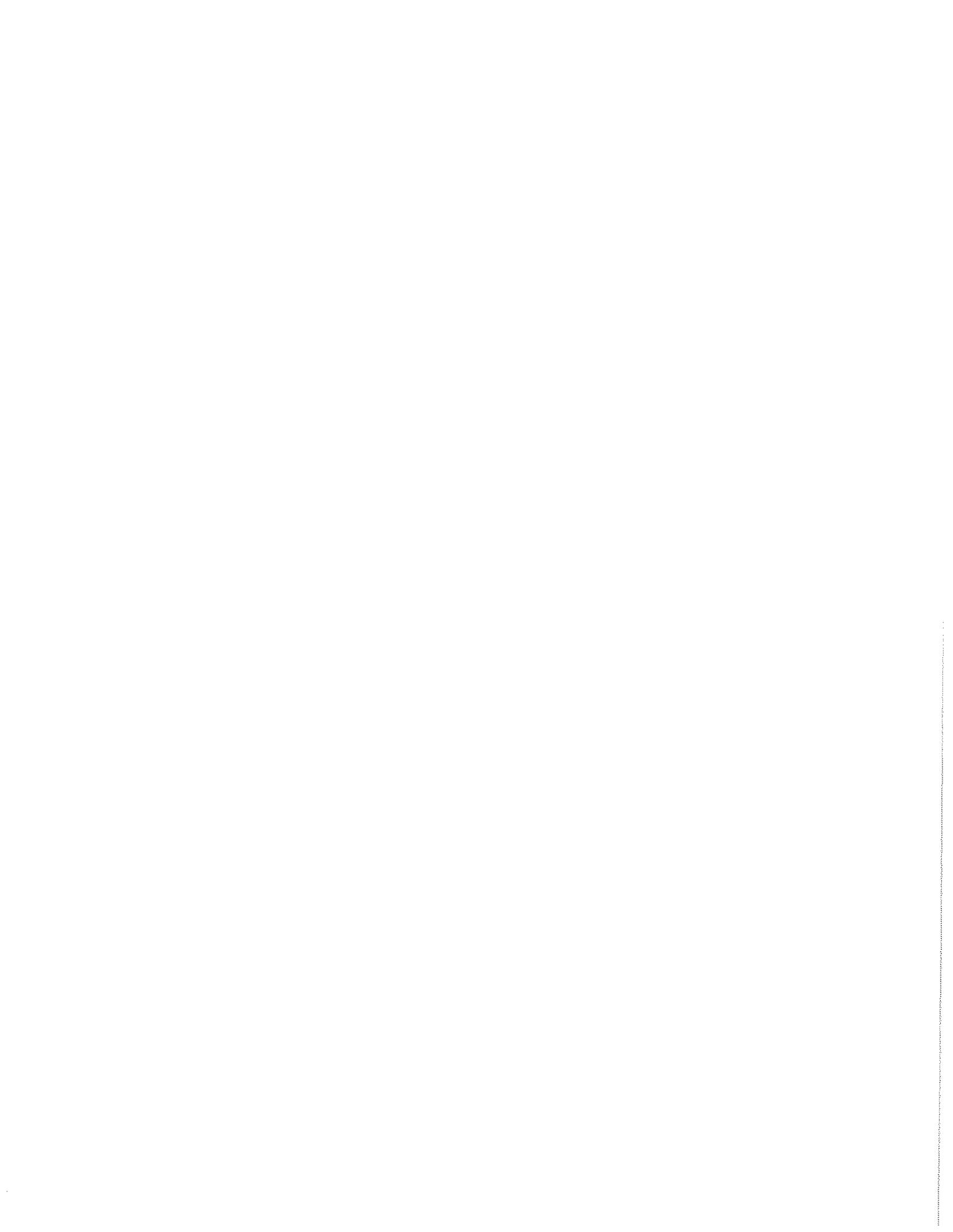
IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



10-380
Permit

encl-Rama
ma
ans

PWSID: WV3301717

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS

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

CHARLESTON, WEST VIRGINIA 25301

PERMIT

(Water)
PROJECT: Water Line Replacement Project

PERMIT NO.: 17,751

LOCATION: Nutter Fort

COUNTY: Harrison

DATE: 10-29-2007

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

**Town of Nutter Fort Water Board
1415 Buckhannon Pike
Nutter Fort, West Virginia 26301**

is hereby granted approval to: install approximately 15,300 LF of 6", 500 LF of 4" and 700 LF of 2" water line; 325 meters settings; and all necessary valves and appurtenances.

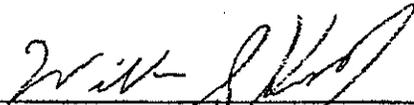
Facilities are to replace existing deteriorating cast iron water line in the Town of Nutter Fort.

NOTE: This permit is contingent upon: 1) All new water line being disinfected, flushed and bacteriologically tested, prior to use; and 2) Maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines, with the water line to be above the sewer line.

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

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

FOR THE DIRECTOR


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

WSH:emt

pc: ✓ Thrasher Engineering, Inc.
James W. Ellars, P.E., PSC-Engineering Division
Amy Swann, PSC
Harrison County Health Department
OEHS-EED Philippi District Office

RECEIVED

OCT 30 2007

THRASHER ENGINEERING, INC.

Certification of Bidder Regarding Compliance with the
WV Jobs Act (SB 103) WV Code 21-1C-1

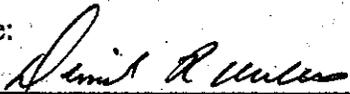
WV JOBS ACT REQUIREMENTS

- (a) Contractors shall hire at least 75% of employees for the project from the local labor market.
- At least two employees from outside local labor market permissible for each employer
 - Employees shall have resided in the local labor market
- (b) Any employer unable to employ the minimum number of employees from the local labor market shall provide the nearest office of the Division of Employment Services, Bureau of Employment Programs the following:
- (1) the number of qualified employees needed; and
 - (2) a job description of positions to be filled
- (c) If, within 3 business days following the placing of the job order with the Division of Employment Services (the "Division"), the Division is unable to refer any qualified applicants to the employer or refers less qualified job applicants than the number requested, then the Division shall issue a waiver to the employer stating the unavailability of applicants and permit the employer to fill any positions covered by the waiver from outside the local labor market.

CONTRACTOR REQUIREMENTS

The contractor hereby agrees to the following:

- (a) The contractor will comply with the Act and will file or cause to be filed with the WV Division of Labor and the Infrastructure Council copies of waiver certificates and certified payrolls as required by the Act, or other comparable documents that include the number of employees, the county and state where the employees reside and their occupation
- (b) the contractor will follow the procedure established by the Division of Labor for efficient collection of the data;
- (c) the contractor will ensure that each subcontract for shall contain provisions conforming to the requirement of the Act
- (d) the contractor will provide with each pay requisition a certification that the contract is in compliance with the Act

Name & Title of Signer (Please type)	
Daniel R. Williams, President	
Signature:	Date
	11/20/08

CLOSING MEMORANDUM

To: Financing Team
From: John C. Stump, Esquire
Date: February 17, 2009
Re: Town of Nutter Fort, Series 2009 A (West Virginia Infrastructure Fund)

1. **DISBURSEMENTS TO TOWN OF NUTTER FORT**

A. Payor: West Virginia Infrastructure Fund
Source: Series 2009 A Bond Proceeds
Amount: \$136,211
Form: Wire Transfer
Payee: Town of Nutter Fort
Bank: Wesbanco Bank, Inc.
Routing #: 051500562
Account #: 2743261139
Contact: Terri, 304.623.3800
Account: Series 2009 A Bonds Construction Trust Fund

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

BOND CLOSING ATTENDANCE LIST

Date February 17, 2009 Time 9:30 a.m. LGA Town of Nutter Fort Program IF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
<u>Samme Gee</u>	<u>Trocksm Kelly PLLC</u>	<u>304.1318</u>	<u>304.1272</u>	<u>sgccc@jacksonwv.com</u>
<u>Diane Roy</u>	<u>WDA</u>	<u>558-3612</u>	<u>558-0299</u>	<u>droy@wvwda.org</u>
<u>John Stung</u>	<u>Steproc-Johnson PLLC</u>	<u>353.8196</u>	<u>353.8181</u>	<u>john.stung@steproc-johnson.com</u>

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Sam Maxson, Recorder Telephone 304.662.3206 E-Mail N/A
 Address 1415 Buckhannon Pike, Nutter Fort, West Virginia 26301

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.



SWEEP RESOLUTION

Town of Nutter Fort

WHEREAS, the Town of Nutter Fort (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes or will make monthly debt service payments on and transfers reserve funds for the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer, thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer finds and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic funds transfer with the State Treasurer sweeping the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1) The monthly debt service payments on, and reserve funds, for the Bonds, as set forth in Exhibit A, shall be made to the MBC by an electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.
- 2) The Mayor and Recorder are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.
- 3) This resolution shall be effective immediately upon adoption.

Adopted this 10th day of February, 2009.



Mayor

EXHIBIT A

List each bond issue account and the Bank account number from which the electronic transfer will be made.

Bond Issue	Bank Account Information	Amount
Water Revenue Bonds, Series 2009 A Sinking Fund	<u>1342</u>	<u> </u>
Water Revenue Bonds, Series 2009 A Reserve Account	<u>1342</u>	<u> </u>

Required:

Email for main contact: