

CASE NO. 23- 0648 -E-S-W-~~EP~~

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

TABLE OF CONTENTS

Transmittal Letter ..... 2

Petition To Require Alderson Broaddus University To  
Appear and Show Cause Why Electric, Garbage, Sewer  
and Water Service Should Not Be Terminated ..... 3

    Exhibit 1 - Spreadsheet Showing Delinquencies By Type Of Utility ..... 8

    Exhibit 2 – December 9, 2022 Payment Agreement ..... 10

    Exhibit 3 - July 19, 2023 Notice of Scheduled Termination ..... 14

    Exhibit 4 - July 19, 2023 Proposed Payment Arrangement ..... 19

Verification ..... 21



03:16 PM JUL 27 2023 EXEC SEC DIV  
1500 Chase Tower • 707 Virginia Street East • Charleston, WV 25301  
Mailing Address: P.O. Box 2031 • Charleston, WV 25327  
Telephone (304) 345-8900 • Fax (304) 345-8909  
[www.kaycasto.com](http://www.kaycasto.com)  
E-Mail: [rrodecker@kaycasto.com](mailto:rrodecker@kaycasto.com)

July 27, 2023

Ms. Karen Buckley  
Executive Secretary  
Public Service Commission  
of West Virginia  
201 Brooks Street  
Charleston, West Virginia 25301

RE: CASE NO. 23-\_\_\_\_\_ -E-S-W-X  
CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

Dear Ms. Buckley:

Enclosed herein for filing on behalf of the City of Philippi is its Petition To Require Alderson Broaddus University To Appear and Show Cause Why Electric, Garbage, Sewer and Water Service Should Not Be Terminated.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

Robert R. Rodecker  
WV State Bar No. 3145

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

**SEPARATION PAGE**

**Petition To Require Alderson Broaddus University  
To Appear and Show Cause Why Electric, Garbage, Sewer  
and Water Service Should Not Be Terminated.**

PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI, Barbour County,  
West Virginia

Complainant,

vs.

ALDERSON BROADDUS UNIVERSITY,  
Barbour County, West Virginia,

Defendant.

**PETITION TO REQUIRE ALDERSON BROADDUS UNIVERSITY TO  
APPEAR AND SHOW CAUSE  
WHY ELECTRIC, GARBAGE, SEWER AND WATER SERVICE  
SHOULD NOT BE TERMINATED**

Now comes the City of Philippi ("City") and respectfully requests the Commission to require Alderson Broaddus University ("ABU") to appear and show cause why Philippi should not be permitted to terminate utility service<sup>1</sup> to ABU. The grounds upon which such relief is requested are as follows:

1. Philippi is a West Virginia municipal corporation that provides electric, garbage, sewer and water service as a public utility in Philippi and its environs in Barbour County, West Virginia. Its mailing address is:

---

<sup>1</sup> The term "Utility Service" in this document refers to electric, garbage, sewer and water service.

City of Philippi  
Post Office Box 460  
Philippi, West Virginia 26416-0460

2. ABU is a private university located in the City of Philippi, Barbour County, West Virginia, and is responsible for the payment of the bills for utility service provided by the City to ABU. The billing address for ABU is:

Alderson Broaddus University  
Post Office Box 2004  
Philippi, West Virginia 26416-2004

3. ABU is delinquent on its payments to the City for utility services and currently owes the City more than \$773,000 for such services. A copy of a spreadsheet showing the delinquencies by type of utility is attached hereto as **Exhibit 1**.

4. As shown in Exhibit 1, the last time ABU was current on its accounts with the City was in August, 2021. In order to assist ABU to manage its cash flow and obligations, the City had permitted ABU to pay the City twice a year to match the time when tuitions from students was received.

5. Because ABU had been having difficulty in paying its obligations to the City, on December 9, 2022, the City and ABU entered into a Deferred Payment Agreement ("DPA") whereby ABU agreed to pay the City \$16,000 each month to retire the outstanding indebtedness to the City and that ABU would remain current on its current obligations to the City during that period of time. See, **Exhibit 2**.

6. ABU failed to pay its DPA agreed payment in May, 2023 and has failed to pay its current bill.

7. On July 18, 2023, the Philippi City Council discussed ABU's current utility balance situation. City Council authorized the termination of ABU's utilities. A shutoff notice was sent to ABU on July 19, 2023 in accordance with Commission regulations. A copy of such notice is attached hereto as Exhibit 3. Said notice informed ABU that, in order to avoid termination, the University will need to make a payment of \$66,953.09 by 10:00 A.M. on Monday, July 31, 2023.

On July 19, 2023, the City also presented ABU a new payment arrangement. A copy of such arrangement is attached as Exhibit 4.

WHEREFORE, the City of Philippi respectfully requests relief as follows:

a. That the Commission require ABU to appear and show cause why its utility services should not be terminated for the continued delinquencies and the failure to adhere to its DPA;

b. That, based upon ABU's continued delinquencies, the City be permitted to discontinue the services to the ABU as of the date of the Commission's Order upon such terms as the Commission's Order provides, unless ABU, prior to receipt of the Commission Order establishes that it is capable of meeting the terms of a reasonable; and

c. For all other and further relief deemed appropriate by the Commission.

Respectfully submitted this 27th day of July, 2023.

CITY OF PHILIPPI,

By Counsel,



Robert R. Rodecker, Esq. (WVSB #3145)

John R. McGhee (WVSB #5205)

Kay Casto & Chaney PLLC

Post Office Box 2031

Charleston, WV 25327

Telephone: (304) 345-8900

[rrodecker@kaycasto.com](mailto:rrodecker@kaycasto.com)

[jmcghee@kaycasto.com](mailto:jmcghee@kaycasto.com)

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

**SEPARATION PAGE**

# **EXHIBIT 1**

**Spreadsheet Showing Delinquencies  
By Type Of Utility**



# Exhibit 1

## City of Philippi

### ABU Account Balances as of 7/24/23

|                     | <u>Overdue</u><br><u>Electric</u> | <u>Overdue</u><br><u>Garbage</u> | <u>Overdue</u><br><u>Municipal Fee</u> | <u>Overdue</u><br><u>Outside Lights</u> | <u>Overdue</u><br><u>Sprinklers</u> | <u>Overdue</u><br><u>Sewer</u> | <u>Overdue</u><br><u>Water</u> | <u>Overdue</u><br><u>Total</u> |
|---------------------|-----------------------------------|----------------------------------|--|---|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 4063 AB UNIVERSITY  | 36.00                             | 2.00                             | 3.00                                   | -                                       | -                                   | 2.00                           | 2.00                           | 45.00                          |
| 6065 AB UNIVERSITY  | 4,267.11                          | 1,199.88                         | 297.00                                 | 240.84                                  | -                                   | 864.01                         | 596.35                         | 7,465.19                       |
| 6066 AB UNIVERSITY  | 130.44                            | -                                | 373.52                                 | -                                       | -                                   | -                              | -                              | 503.96                         |
| 6070 AB UNIVERSITY  | -                                 | -                                | -                                      | 147.18                                  | -                                   | -                              | -                              | 147.18                         |
| 6073 AB UNIVERSITY  | 335.24                            | -                                | 395.12                                 | 160.56                                  | -                                   | -                              | 1,892.40                       | 2,783.32                       |
| 6074 AB UNIVERSITY  | 493.68                            | -                                | 333.44                                 | -                                       | -                                   | -                              | -                              | 827.12                         |
| 6075 AB UNIVERSITY  | 473.87                            | -                                | 351.22                                 | -                                       | -                                   | -                              | -                              | 825.09                         |
| 6076 AB UNIVERSITY  | 278.26                            | -                                | 429.00                                 | -                                       | -                                   | -                              | -                              | 707.26                         |
| 6077 AB UNIVERSITY  | 79,762.24                         | -                                | 429.00                                 | 1,217.84                                | 32.50                               | 471.40                         | 2,267.48                       | 84,180.46                      |
| 6078 AB UNIVERSITY  | -                                 | -                                | -                                      | -                                       | -                                   | 4,339.04                       | 2,778.29                       | 7,117.33                       |
| 6079 AB UNIVERSITY  | 121,217.19                        | -                                | 396.00                                 | -                                       | -                                   | 72,343.64                      | 39,129.94                      | 233,086.77                     |
| 6080 AB UNIVERSITY  | 55,979.23                         | -                                | 396.00                                 | -                                       | -                                   | 342.24                         | 2,079.94                       | 58,797.41                      |
| 6081 AB UNIVERSITY  | -                                 | -                                | -                                      | -                                       | 30.00                               | 342.24                         | 2,088.92                       | 2,461.16                       |
| 6082 AB UNIVERSITY  | -                                 | -                                | -                                      | -                                       | -                                   | 2,150.23                       | 1,503.10                       | 3,653.33                       |
| 6083 AB UNIVERSITY  | -                                 | -                                | -                                      | -                                       | -                                   | 14,656.00                      | 8,071.17                       | 22,727.17                      |
| 6084 AB UNIVERSITY  | -                                 | -                                | -                                      | 187.32                                  | -                                   | 16,088.76                      | 8,601.01                       | 24,877.09                      |
| 6085 AB UNIVERSITY  | -                                 | 12,008.07                        | -                                      | 120.42                                  | -                                   | 16,104.45                      | 8,590.24                       | 36,823.18                      |
| 6086 AB UNIVERSITY  | 69,925.01                         | 14,677.52                        | 264.00                                 | -                                       | -                                   | -                              | -                              | 84,866.53                      |
| 9723 AB UNIVERSITY  | -                                 | -                                | -                                      | -                                       | -                                   | 2,508.91                       | 5,937.42                       | 8,446.33                       |
| 9931 AB UNIVERSITY  | 28,998.98                         | 13,342.30                        | 330.00                                 | -                                       | -                                   | 9,421.54                       | 5,698.20                       | 57,791.02                      |
| 9984 AB UNIVERSITY  | 19,035.70                         | 14,797.53                        | 363.00                                 | -                                       | -                                   | 6,295.91                       | 4,172.54                       | 44,664.68                      |
| 9986 AB UNIVERSITY  | 23,737.72                         | 14,797.53                        | 384.55                                 | -                                       | -                                   | 6,478.09                       | 4,138.01                       | 49,535.90                      |
| 9989 AB UNIVERSITY  | 23,546.82                         | 14,676.53                        | 363.00                                 | -                                       | -                                   | 6,225.02                       | 3,908.29                       | 48,719.66                      |
| 12204 AB UNIVERSITY | -                                 | -                                | -                                      | -                                       | -                                   | -                              | -                              | -                              |
|                     | <u>428,217.49</u>                 | <u>85,501.36</u>                 | <u>5,107.85</u>                        | <u>2,074.16</u>                         | <u>62.50</u>                        | <u>158,633.48</u>              | <u>101,455.30</u>              | <u>781,052.14</u>              |

\*AB was last current as of August 2021. There has been 23 months billed since August 2021 and AB has made 12 months worth of payments since August 2021. They are currently behind 11 months.

CASE NO. 23-\_\_\_\_\_-E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

**SEPARATION PAGE**

# **EXHIBIT 2**

**December 9, 2022 Payment Agreement**

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT (this "Agreement"), made as of the 9th day of December, 2022, by and between the CITY OF PHILIPPI, a West Virginia municipal corporation located in Barbour County, West Virginia ("CITY") and ALDERSON BROADDUS UNIVERSITY, a nonprofit institution located and operating in the City of Philippi, Barbour County, West Virginia ("AB").

WHEREAS, CITY is a municipal corporation which provides municipal services which include water, sewer, garbage, fire service, electric service and other municipal services (hereinafter collectively referred to as "municipal services"); and,

WHEREAS, AB operates a nonprofit institution devoted to the pursuit of higher education in the municipal corporation of the CITY; and,

WHEREAS, AB has utilized and continues to utilize CITY's municipal services as part of its operations; and,

WHEREAS, as of the date of this Agreement AB is approximately \$ 754,447.14, in arrears to CITY for municipal services rendered, and AB will continue to need the municipal services provided by CITY; and,

WHEREAS, CITY and AB have entered into negotiations to determine a plan by which AB will become current on all sums owed to CITY as well as satisfy CITY in full for AB's future use of CITY municipal services; and;

WHEREAS, CITY and AB have reached an agreement to resolve the issues recited herein and now desire to reduce this written Agreement in order to provide a full statement of their agreement with respect to the subject matter.

NOW, THEREFORE, in consideration of the mutuality of obligations herein, and other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the Parties agree as follows:

1. **MONTHLY PAYMENT:** Effective the 9th day of December, 2022, AB shall pay each monthly bill for municipal services, in full, on or prior to its due date, plus the additional sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) per month, due on the 25th day of December, 2022, and continuing on the same day of each month thereafter until AB's satisfies the Balloon Payment as provided in Paragraph 2 herein.
2. **BALLOON PAYMENT.** On or before June 30, 2023, AB shall tender to CITY, by cash, cashiers check or electronic funds transfer, all sums then owed to CITY for municipal services provided to AB.
3. **DEFAULT.** In the event AB should default in any monthly payment provided for in Paragraph 1, or should fail to satisfy the Balloon Payment provided for in Paragraph

2, CITY shall, in its sole discretion, be entitled to pursue any remedy afforded to CITY by law, including but not limited to, suspension or termination of CITY municipal services to AB.

4. LIENS FOR SERVICES. Nothing herein shall be construed to limit or prohibit the statutory right of CITY to file notices of municipal utility liens against AB for sums currently past due, or which may become past due in the future.

5. Amendments. No amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. To the extent the provisions of this Agreement are in conflict with federal, state, or local statutes, rules or regulations, this Agreement shall be deemed to have been amended in order to bring it into conformity with such statutes, rules, or regulations.

6. Notices. Notices required or permitted under this Agreement shall be sufficient if in writing and personally delivered or sent by certified or registered mail, return receipt requested, postage prepaid and properly addressed to the Parties at the addresses listed immediately below. Either Party may from time to time designate a new address by sending written notice to the other Party.

To AB at:

Alderson Broaddus University

101 College Hill Drive

Philippi, WV 26416

Attention: Tim Barry

To CITY at:

City of Philippi

P.O. Box 460

Philippi, WV 26416

Attention: Jeremy Drannen, City Manager


7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

8. Severability. the invalidity or unenforceability of any term or provision this Agreement shall not affect the validity or enforceability of any other term(s) or provision(s).

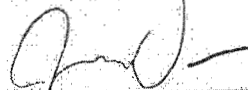
9. Interpretation of Ambiguities. The Parties agree and acknowledge that the terms of this Agreement were negotiated in good faith and at arm's length. The Parties further agree and acknowledge that they were afforded the opportunity to obtain the advice of legal counsel in connection with the negotiation of the terms of this Agreement. Accordingly, the Parties agree and acknowledge that any ambiguous term or condition contained in this Agreement shall not be interpreted or construed against either Party, and regardless of which Party is responsible for its preparation.

WITNESS the signatures of the duly authorized representative of The City of Philippi, West Virginia, and the duly authorized representative of the Alderson Broaddus University, as of the date first hereinabove written.

ALDERSON BROADDUS UNIVERSITY

By:   
Its: President

THE CITY OF PHILIPPI, WEST VIRGINIA

By:   
Its: City Manager

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

**SEPARATION PAGE**

# **EXHIBIT 3**

**July 19, 2023 Notice of Scheduled Termination**

**City of Philippi**

**NOTICE OF SCHEDULED TERMINATION OF SERVICE  
AND CUSTOMER RIGHTS**

We have scheduled your **water, sewer, garbage and electric** service provided across the Alderson Broaddus University campus for termination on or after **10AMon July 31, 2023**.

This action has been taken for the following reason(s):

The University has an outstanding balance of **\$775,598.70**.

If your service is terminated you may be subject to additional charges involving reconnect fees and deposit requirements in order to restore service.

**YOU HAVE THE RIGHT TO CHALLENGE THE TERMINATION IF YOU BELIEVE ANY OF THE FOLLOWING CONDITIONS APPLY TO YOU:**

1. Any portion of the bill is in dispute.
2. You are being charged for service not received.
3. The information above is incorrect.
4. You wish to negotiate a deferred payment agreement to pay a delinquency in installments (provided you are a residential customer).
5. Termination of service would be dangerous to the health or safety of a member of your household.

If the reason for your challenge is 1, 2, or 3 above, you will have to pay any amount not in dispute. If the reason for your challenge is 4 or 5, we will enter into a deferred payment agreement with you. You must pay your current utility bill while we work out a payment agreement for your delinquency. The standard deferred payment agreement requires you to pay a total of the amount of your delinquency and a service fee equal to 2% of your delinquency. You must pay the total (delinquency + service fee) over twelve months in equal monthly payments. You may request a shorter payment period. If your financial circumstances justify a longer payment period, we may not agree to a longer period depending on the amount of your delinquency, your financial circumstances, your payment history, and the amount of time you have been delinquent. If your service is terminated for non-payment, you will not have the option of entering into a twelve-month standard deferred payment agreement; you will be required to pay, up front, at least one-half of your outstanding balance and a customer deposit with the remaining balance to be paid over a maximum of six months. In addition, there will be a reconnection fee that may be paid up front or included in the amount to be paid over six months.

**YOU MUST NOTIFY US BEFORE THE DATE OF TERMINATION IN ORDER TO PROTECT YOUR RIGHTS UNDER THIS RULE:**

Once you have notified us of your challenge, we will schedule an in-person meeting between you and designated utility employee. You may choose that the meeting take place at the utility business office nearest to your residence or place of work, or by telephone conference. After the meeting, we will provide you with written notice of our decision, and we will not proceed with termination during the seven days after we issue the decision. If you disagree with our decision, you may, within the seven day period, elect a standard deferred payment plan, request assistance from the Public Service Commission, or file a formal complaint with the Commission.

To request assistance from or file a formal complaint with the PSC, visit the website [www.psc.wv.us](http://www.psc.wv.us) or call toll free 1-800-642-8544 or write to this address:

Public Service Commission of West Virginia  
c/o Customer Assistance  
201 Brooks St.  
PO Box 812  
Charleston, WV 25323

Inform us if a near relative or responsible third party should receive notices regarding termination of your utility service or about any other material action on your account. After you provide us with contact information for a near relative or third-party, we will provide all relevant notices to you and to that person or persons.



### **Electricity and Gas Customer Options Relating to Delinquent Bill Payments**

1. Your utility is required to give you notice before terminating your service due to delinquent payment. The notice requirements are found in the Public Service Commission Rules.
2. You should contact your utility immediately upon receiving notice that your account is delinquent. Additional fees and payment requirements will apply if your service is turned off.
3. When you receive a termination notice, you may avoid termination and the expenses of reconnection by paying the delinquent amount in full before the termination date. If you are unable to pay your delinquency, you may ask state agencies or local charitable organizations for help. To learn of agencies and organizations, dial 211 or ask your utility.
4. If you cannot pay the delinquency in full and do not want your service terminated, you should contact the utility before the termination date. The utility will offer you a standard deferred payment agreement allowing you to pay the total of your delinquency plus a two-percent service fee over 12 months in equal monthly payments. A shorter payment term may be negotiated. You must pay your current bill during the time you are negotiating a deferred payment agreement.
5. If you dispute a portion of your bill, believe you are being charged for service not being received, or would like a deferred payment agreement longer than 12 months, you should request a utility meeting (phone or in-person) before the termination date. You must justify any request for a longer payment term. You must pay your current bill during this time you are negotiating a deferred payment agreement.
6. If you and your utility have a meeting but do not agree on how to address a delinquency, you have seven days, after the utility decision to avoid termination by electing a standard deferred payment agreement, or by requesting assistance from the Public Service Commission or filing a formal complaint with the Public Service Commission. To do so, visit the website [www.psc.state.wv.us](http://www.psc.state.wv.us), call 1-800-642-8544 or write to this address: Public Service Commission of West Virginia, c/o Customer Assistance, 201 Brooks Street, PO Box 812, Charleston, WV 25323. You must pay your current bills during the time you are seeking assistance from the PSC.
7. If you enter into a deferred payment agreement with your utility and then fail to make any required payment, the utility may terminate your service after giving you notice. To avoid termination, make your payment immediately when you receive notice.
8. Your utility is not required to renegotiate your deferred payment agreement unless you can show that your financial circumstances have significantly changed for the worse. Your utility is not required to renegotiate an agreement due to a significant change in your financial circumstances more than once. You must pay your current bill plus some payment on your delinquency during the time you are renegotiating a deferred payment agreement.

9. You have certain additional notice of termination rights if you have provided the utility with certification from a currently licensed physician, nurse practitioner or physician assistant that termination of service would be dangerous to you or a member of your household.

### **If Your Service is Terminated**

If your service is terminated because you ignore a termination notice, contact your utility by calling 304-457-3700. The City of Philippi is not required to reestablish service unless you pay up-front a minimum of half your delinquency plus a deposit and you enter into a six-month payment agreement to pay the remainder of your delinquency plus a 2% service fee and reconnection fees.

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY

SEPARATION PAGE

# EXHIBIT 4

July 19, 2023 Proposed Payment Arrangement

**City of Philippi**  
**Payment Arrangement Proposal - 7/19/23**

|   |                      |
|---|----------------------|
| Balance at 7/19/23  | \$ 775,598.70        |
| Payment by 10AM on 7/31/23 (AVOIDS SHUTOFF)                     | \$ (66,953.09)       |
| Payment by 10AM on 8/31/23                                      | \$ (54,680.69)       |
| July 2023 New Bill (ESTIMATED)                                  | \$ 65,000.00         |
| August 2023 New Bill (ESTIMATED)                                | \$ 70,000.00         |
| Payment by 10AM on 9/30/23 for July 2023 New Bill (ESTIMATED)   | \$ (65,000.00)       |
| Payment by 10AM on 9/30/23 for August 2023 New Bill (ESTIMATED) | \$ (70,000.00)       |
| October 2023 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| November 2023 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| December 2023 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| January 2024 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| February 2024 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| March 2024 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| April 2024 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| May 2024 (PLUS CURRENT BILL)                                    | \$ (18,000.00)       |
| June 2024 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| July 2024 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| August 2024 (PLUS CURRENT BILL)                                 | \$ (18,000.00)       |
| September 2024 (PLUS CURRENT BILL)                              | \$ (18,000.00)       |
| October 2024 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| November 2024 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| December 2024 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| January 2025 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| February 2025 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| March 2025 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| April 2025 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| May 2025 (PLUS CURRENT BILL)                                    | \$ (18,000.00)       |
| June 2025 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| July 2025 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| August 2025 (PLUS CURRENT BILL)                                 | \$ (18,000.00)       |
| September 2025 (PLUS CURRENT BILL)                              | \$ (18,000.00)       |
| October 2025 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| November 2025 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| December 2025 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| January 2026 (PLUS CURRENT BILL)                                | \$ (18,000.00)       |
| February 2026 (PLUS CURRENT BILL)                               | \$ (18,000.00)       |
| March 2026 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| April 2026 (PLUS CURRENT BILL)                                  | \$ (18,000.00)       |
| May 2026 (PLUS CURRENT BILL)                                    | \$ (18,000.00)       |
| June 2026 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| July 2026 (PLUS CURRENT BILL)                                   | \$ (18,000.00)       |
| August 2026 (PLUS CURRENT BILL)                                 | \$ (18,000.00)       |
| September 2026 (PLUS CURRENT BILL)                              | \$ (18,000.00)       |
| October 2026 (PLUS CURRENT BILL)                                | <u>\$ (5,964.92)</u> |
| Remaining Balance at 10/31/26                                   | <u>\$ (0.00)</u>     |

CASE NO. 23-\_\_\_\_\_ -E-S-W-X

CITY OF PHILIPPI  
vs.  
ALDERSON BROADDUS UNIVERSITY


**SEPARATION PAGE**

**VERIFICATION**

VERIFICATION

STATE OF WEST VIRGINIA,  
COUNTY OF BARBOUR, to-wit:

Jeremy D. Drennen, after first being duly sworn upon his oath, states that he is the City Manager of the City of Philippi, Plaintiff in the foregoing Petition, that he has read the foregoing Petition and the facts and allegations therein contained are true and correct, except insofar as they are therein stated to be on information and belief, and that, insofar as they are therein stated to be on information and belief, he believes them to be true.

  
\_\_\_\_\_  
Jeremy D. Drennen

Taken, sworn to and subscribed before me this 27<sup>th</sup> day of July, 2023, by Jeremy Drennen, in his capacity as City Manager of the City of Philippi.

My commission expires \_\_\_\_\_ January 17, 2027 \_\_\_\_\_

  
\_\_\_\_\_  
NOTARY PUBLIC

