

**A SUMMARY PLAN DESCRIPTION
OF THE
CENTRAL SHENANDOAH PLANNING DISTRICT COMMISSION
MONEY PURCHASE PENSION PLAN**

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INTRODUCTION

Type Of Plan

Effective July 1, 1997, Central Shenandoah Planning District Commission (hereafter referred to as the Employer) amended its money purchase pension plan and trust, which is called the Central Shenandoah Planning District Commission Money Purchase Pension Plan (hereafter referred to as the Plan). This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator.

Administration Of The Plan

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for the Plan's investment policy. The names and the address of the Trustees are:

William H. Strider
Joseph E. Paxton
112 MacTanley Place
Staunton, VA 24401

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The name, address, telephone number and employer I.D. number (EIN) of the Administrator are:

Central Shenandoah Planning District Commission
112 MacTanley Place
Staunton, VA 24401
Telephone (540) 885-5174
EIN 54-0857625

The Employer has assigned number 001 to the Plan; the accounting year of the Plan, called the Plan Year, begins July 1st and ends the following June 30th; and legal process can be served on either the Administrator, the Employer, or the Trustees.

PLAN PARTICIPATION

Eligibility Requirements

If you are currently a Participant in the Plan, you will continue to participate. If you are not currently a Participant, you will be eligible to enter the Plan as a Participant when you complete 1 Hour of Service for the Employer. However, you will not be eligible to participate in the Plan if you are a leased employee.

Break In Service Rules

In any Plan Year in which you do not receive credit for at least 501 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease; but you will not incur a Break in Service if you are on an authorized leave of absence, you are ill, or you are on maternity leave.

Entry Date

You will actually enter the Plan as a Participant on the same date you satisfy the eligibility requirements. Upon becoming a Participant, an Account will be established to receive your share of Employer contributions and investment earnings and losses.

CONTRIBUTIONS AND ALLOCATIONS

Contributions Made By The Employer

The Employer will make an annual contribution equal to 13.85% of the Compensation of all eligible Participants. If you are an eligible Participant, a portion of the contribution will be allocated to your Account based on the ratio that your Compensation for the Plan Year bears to the total Compensation of all eligible Participants for that Plan Year. This means that the amount allocated to your Account will, as a percentage of Compensation, be the same that is allocated to all other Participants. For example, if your Compensation is \$25,000, the amount allocated to your Account would be \$1,913 (\$25,000 times 7.65%). Your Compensation for Plan purposes is the amount reported on your Form W-2 for the Plan Year up to the maximum annual dollar limit permitted by law (which is currently \$160,000 per year). However, bonuses, commissions, and director's fees will not be counted.

Participants Eligible For Allocations

Participants who are employed on June 30th and who complete at least 1,000 Hours of Service during the Plan Year will receive an allocation of any Employer contributions made for that Plan Year. Participants who terminate employment before June 30th will only receive a contribution allocation for that Plan Year as follows: (1) Participants who terminate because of retirement will receive an allocation regardless of Hours of Service; (2) Participants who terminate because of disability will receive an allocation regardless of Hours of Service; (3) Participants who terminate because of death will receive an allocation regardless of Hours of Service; and (4) Participants who terminate for any other reason will not receive an allocation.

Mandatory Employee Contributions: In order to receive an allocation of Employer contributions and Forfeitures for any Plan Year, each Participant must contribute 7.65% of his or her monthly Compensation to the Plan. Such contribution will be credited to the Participant's Mandatory Employee Contribution Account, in which a Participant will at all times have a 100% Vested Interest, and which cannot be withdrawn prior to termination of employment. A Participant can elect to discontinue (or resume making) Mandatory Employee Contributions in accordance with procedures established by the Plan Administrator.

Top Heavy Contributions

A top heavy plan is a plan in which more than 60% of the assets of the Plan are allocated to Key Employees (certain owners and officers). For each year in which this Plan is top heavy, the Account of each Participant who is a Non-Key Employee and who is employed on June 30th will receive a minimum top heavy allocation equal to the lesser of 3% of Compensation or the percentage of Compensation allocated to the Accounts of Participants who are Key Employees.

Rollover Contributions

If you participated in another retirement plan before you were employed by the Employer, you can transfer (or rollover) to this Plan any distribution you received from that plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account. Your Rollovers can be withdrawn at any time.

BENEFIT UPON RETIREMENT

You are entitled to 100% of your Account if you reach Normal Retirement Age prior to termination of employment. Normal Retirement Age is the later of the date you reach age 65 or your 5th anniversary of becoming a Participant in the Plan. If you continue working after retirement age, distribution of your Account will be postponed until you actually retire. Your Account will be distributed as soon as administratively feasible after you retire.

If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the monthly annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum distribution or installment payments.

BENEFIT UPON DISABILITY

If you become disabled while you are still employed by the Employer, you can retire and receive the Vested Interest in your Account. To be considered disabled, you must suffer a physical or mental condition that qualifies you for disability benefits under the Social Security Act; but even if you qualify for Social Security disability benefits, you will not be considered disabled if the condition is caused (1) by the use of intoxicants or other substances; (2) by an intentionally self-inflicted injury or sickness; (3) by an unlawful act on your part; or (4) by military service which qualifies you for a military disability pension.

Your Vested Interest will be distributed as soon as administratively feasible after you become disabled, but if your Vested Interest exceeds \$5,000, you can defer distribution to a later date. However, you cannot defer distribution beyond your Normal Retirement Age.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the monthly annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment entirely, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum distribution or installment payments.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to the Vested Interest in your Account as a death benefit. If you are married, your spouse is designated by law to be the beneficiary of 50% of your Vested Interest, but you can name anyone else (including your spouse) to receive the

other 50%. Your spouse can waive in writing his or her statutory death benefit entirely, in which case you can name another beneficiary to receive 100% of your Vested Interest.

Unless you indicate otherwise in a beneficiary designation form, a non-spouse beneficiary can elect to have your death benefit distributed as soon as administratively feasible after your death either in a lump sum or as installment payments. Any death benefit payable to your spouse will be distributed as monthly annuity payments until his or her death, and distribution will begin as soon as administratively feasible after your death. You can waive the annuity form of payment if your spouse consents in writing, in which case you can elect to have your spouse receive either a lump sum distribution or installment payments.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment before Normal Retirement Age, or before death or disability, you are entitled to the Vested Interest in your Account. Your Vested Interest will be distributed as soon as administratively feasible after the last day of the Plan Year in which you terminate employment, but if your Vested Interest exceeds \$5,000, you can defer distribution to a later date (but not beyond Normal Retirement Age).

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the monthly annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum distribution or installment payments.

DETERMINATION OF VESTED INTEREST

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. You will have a 100% Vested Interest when you reach Normal Retirement Age prior to termination of employment, or upon your death or disability prior to that date. The Vested Interest in your Account at any other time, including termination of employment prior to your retirement, death or disability, will be determined by the number of Years of Service you have completed as indicated in the vesting schedule which follows this paragraph. A Year of Service for vesting purposes is a Plan Year in which you complete at least 1,000 Hours of Service. Any portion of your Account which is not vested will be forfeited when you terminate employment.

Years of Service	Vested Interest
1	33.33%
2	66.66%
3	100.00%

INVESTMENT OF ACCOUNTS

You can direct the investment of all or a portion of your Account. Any amount that is not self directed will be invested in the trust maintained by the Trustees. With regard to these funds, you will share in the investment performance of the trust. The Trustees will invest the funds in a diversified set of

investment vehicles, including but not limited to stocks, bonds, and mutual funds. You can invest in a range of mutual funds and related investments approved by the Trustees. You can switch between investment alternatives offered under this option at any time by contacting the Trustees or their designee in writing or through an 800 number which will be made available to you. Any change you wish to make to your investment alternatives will go into effect as soon as practicable after the change is received by the Trustees or their designee.

TAX WITHHOLDING ON PLAN BENEFITS

Distributions Not Subject To Withholding

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

Distributions Subject To Withholding

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. The Administrator may also be required to withhold an additional amount for applicable state income tax. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding.

The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accepts rollovers. You can still rollover any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

OTHER INFORMATION

Claims For Benefits

If you are not satisfied with a decision made about your benefits, you should submit a written claim to the Administrator. If your claim is denied, the Administrator will notify you within 90 days after you filed your claim. If your claim is denied, you can have the denial reviewed by making a written request to the Administrator, which along with a written statement explaining your position must be filed within 60 days of the date you were notified in writing that the claim was denied. The Administrator may (but is not required to) provide you with a hearing, but the Administrator must decide your appeal within 60 days and give written notice of the decision. If your claim for benefits is denied or ignored, in whole or part, you can file suit in a state or federal court.

Non-Alienation Of Benefits

Your general creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. If you separate from or divorce your spouse, a court can direct that all or part of your benefit be paid to another person, usually your ex-spouse or your children.

Amendment Or Termination

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed either in a lump sum or in the form of a deferred annuity purchased from an insurance company to guarantee payment of a monthly pension at your Normal Retirement Age. Should the Plan ever be amended or terminated, each Participant (and each beneficiary receiving benefits) will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to money purchase plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

STATEMENT OF ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled: (a) to examine without charge at the Administrator's office and at other specified locations (such as work-sites and union halls) all Plan documents, including insurance contracts, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; (b) to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge); (c) to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and (d) to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided by the Administrator free of charge.

ERISA also imposes duties upon the people responsible for the operation of the plan. These people, who are called fiduciaries, have a duty to do so prudently and in the interest of all Participants. No one, including the Employer, a union, or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your ERISA rights.

If your claim for benefits is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials about the Plan and do not receive them within 30 days, you may file suit in a federal court. If you do so, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Administrator's control.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about this Plan, contact the Administrator. If you have any questions about this statement or your rights under ERISA, contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.