

**LAVALETTE PUBLIC SERVICE DISTRICT**

**Water Revenue Bonds, Series 2009 A and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)**

**BOND TRANSCRIPT**

**Closing Date: May 18, 2009**

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**LAVALETTE PUBLIC SERVICE DISTRICT**

**Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)**

**BOND RESOLUTION**

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**LAVALETTE PUBLIC SERVICE DISTRICT  
RESOLUTION**

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF LAVALETTE PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,526,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE) AND OF NOT MORE THAN \$843,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF  
LAVALETTE PUBLIC SERVICE DISTRICT:

**ARTICLE I**

**STATUTORY AUTHORITY, FINDINGS  
AND DEFINITIONS**

Section 1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. Lavalette Public Service District (the "Issuer") is a public corporation, public service district and political subdivision of the State of West Virginia in Wayne County of said State, duly created pursuant to the Act by The County Commission of Wayne County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer currently owns and operates a public waterworks system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of additions, improvements and extensions to such existing waterworks facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, improvements and extensions to the existing waterworks facilities of the Issuer, consisting of construction of waterline extension to provide service to approximately 193 residences along County Route 37 in Wayne County, together with all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The existing waterworks facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (hereinafter defined) and all funds and accounts and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is \$4,208,000 of which \$1,526,000 will be obtained from the proceeds of sale of the Series 2009 A Bonds; \$843,000 will be obtained from the proceeds of sale of the Series 2009 B Bonds herein authorized; and \$1,839,000 as a grant from the Purchaser.

E. The Issuer has heretofore temporarily financed the design and other preliminary costs of the Project by the issuance of the Waterworks Revenue Design Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated August 28, 2007 in the original aggregate principal amount of \$200,000 (the "Series 2007 A Bonds").

F. The Series 2007 A Bonds were issued pursuant to a Resolution of the Issuer dated August 21, 2007 for such purpose (such resolution, as amended and supplemented is herein called the "Series 2007 A Resolution")

G. It is deemed necessary and desirable for the Issuer to pay the Series 2007 A Bonds.

H. It is necessary for the Issuer to issue its Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) and Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), in the respective aggregate principal amounts of \$1,526,000 and \$843,000 (collectively, the "Series 2009 Bonds"), to pay the Series 2007 A Bonds and finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2009 Bonds; engineering, fiscal agents 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 Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

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

J. After payment of the Series 2007 A Bonds, there are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 Bonds as to liens, pledge and source of and security for payment being the Issuer's: (i) Water Revenue Bonds, Series 1972 (United States Department of Agriculture), dated July 17, 1973, issued in the original aggregate principal amount of \$370,000 (the "Series 1972 Bonds"); (ii) Water Revenue Bonds, Series 2004 A (United Bank, Inc.), dated April 23, 2004, issued in the original aggregate principal amount of \$533,721 (the "Series 2004 A Bonds"); (iii) Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$2,000,000 (the "Series 2006 A Bonds"); (iv) Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$713,000 (the "Series 2006 B Bonds"); and (v) Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), dated February 23, 2006, issued in the original aggregate principal amount of \$1,918,050 (the "Series 2006 C Bonds") (collectively, the "Prior Bonds"). Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2009 Bonds as to liens, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

K. It is in the best interest of the Issuer that the Series 2009 Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letters of Conditions, dated April 25, 2006, and all amendments thereto, if any (collectively, the "Letter of Conditions").

L. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2009 Bonds, or will have so complied prior to issuance of the Series 2009 Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 Bonds by those who shall be the Registered Owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2009 Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

“Bond Legislation” means this Resolution and all resolutions supplemental hereto and amendatory hereof.

“Bond Registrar” means the Issuer, which shall usually so act by its Secretary.

“Bonds” means, collectively, the Series 2009 Bonds and the Prior Bonds.

“Chairman” means the Chairman of the Governing Body.

“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 Engineer” means E.L. Robinson, Cross Lanes, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

“Costs” or “Costs of the Project” means those costs described in Section 1.02 (D) hereof.

“Depository Bank” means United Bank, Inc., Huntington, Wayne County, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

“Facilities” or “waterworks facilities” means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

“FDIC” means the Federal Deposit Insurance Corporation.

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

“Governing Body” means the Public Service Board of the Issuer.

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

“Grants” means, collectively, all grants committed for the Project.

“Herein” or “herein” means in this Bond Legislation.

“Issuer,” “Borrower” or “District” means Lavalette Public Service District, a public service district, a public corporation and a political subdivision of the State of West Virginia, in Wayne County, West Virginia, and includes the Governing Body.

“Letter of Conditions” means, collectively, the Letter of Conditions of the Purchaser dated April 25, 2006 and all amendments thereto, if any.

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

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

“Operating Expenses” means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital; provided that, all monthly amortization payments upon the Bonds and into all funds and accounts have been made to the last monthly payment date prior to the date of such retention.

“Prior Bonds” means, collectively, the Series 1972 Bonds, Series 2004 A Bonds, Series 2006 A Bonds, Series 2006 B Bonds, and Series 2006 C Bonds.

“Prior Resolution” means, collectively, the resolutions of the Issuer, respectively, adopted authorizing the issuance of the Prior Bonds.

“Project” shall have the meaning stated in Section 1.02B above.

“Purchaser” or “Government” means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

“Qualified Investments” means and includes any of the following, to the extent such investments are permitted by law:

(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 (hereinbefore defined) or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service or Standard & Poor's Corporation.

"Registered Owners," "Bondholders," "Holders of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Resolutions" means, collectively, the Prior Resolutions and the Bond Legislation.

“Revenues” or “Gross Revenues” means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

“RUS Bonds” means, collectively, the Series 1972 Bonds, Series 2006 A Bonds and Series 2006 B Bonds.

“Secretary” means the Secretary of the Governing Body.

“Series 1972 Bonds” means the Issuer’s Water Revenue Bonds, Series 1972 (United States Department of Agriculture), dated July 17, 1973, issued in the original aggregate principal amount of \$370,000.

“Series 2004 A Bonds” means the Issuer’s Water Revenue Bonds, Series 2004 A (United Bank, Inc.), dated April 23, 2004, issued in the original aggregate principal amount of \$533,721.

“Series 2006 A Bonds” means the Issuer’s Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$2,000,000.

“Series 2006 B Bonds” means the Issuer’s Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$713,000.

“Series 2006 C Bonds” means the Issuer’s Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), dated February 23, 2006, issued in the original aggregate principal amount of \$1,918,050.

“Series 2007 A Bonds” means the Issuer’s Waterworks Revenue Design Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated August 28, 2007 issued in the original aggregate principal amount of \$200,000.

“Series 2007 A Resolution” means the resolution authorizing the Series 2007 A Bonds.

“Series 2009 A Bonds” means the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

“Series 2009 B Bonds” means the Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

“System” means the complete public waterworks system of the Issuer, presently existing in its entirety or any integral part thereof, and shall include the Project and any improvements and extensions thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

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 neuter gender shall include any other gender; and any requirement for execution or attestation of the Bonds or any certificate or other document by the Chairman or the Secretary shall mean that such Bonds, certificate or other document may be executed or attested by an Acting Chairman or Acting Secretary.

**ARTICLE II**

**AUTHORIZATION OF ACQUISITION AND  
CONSTRUCTION OF THE PROJECT AND PAYMENT  
OF THE SERIES 2007 A BONDS**

Section 2.01. Authorization of Payment of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of \$4,208,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body.

Section 2.02. Authorization of Payment of the Series 2007 A Bonds. There is hereby authorized and ordered the payment in full of the entire outstanding principal of and interest on the Series 2007 A Bonds on the Closing Date. The cost of which will be paid from the proceeds of the Series 2009 Bonds. Upon payment of the Series 2007 A Bonds, any funds pledged in favor of the holders of the Series 2007 A Bonds imposed by the Series 2007 A Resolution are hereby ordered terminated, discharged and released.

### ARTICLE III

#### **AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS**

Section 3.01. Authorization of Bonds. A. Subject and pursuant to the provisions of the Bond Legislation, the Series A Bonds of the Issuer, to be known as "Water Revenue Bonds, Series 2009 A (United States Department of Agriculture)", are hereby authorized to be issued in the aggregate principal amount of \$1,526,000, for the purpose of paying the Series 2007 A Bonds and financing the cost of the acquisition and construction of the Project.

B. Subject and pursuant to the provisions of the Bond Legislation, the Series B Bonds of the Issuer, to be known as "Water Revenue Bonds, Series 2009 B (United States Department of Agriculture)", are hereby authorized to be issued in the aggregate principal amount of \$843,000, for the purpose of paying the Series 2007 A Bonds and financing the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. A. The Series 2009 A Bonds shall be issued in single form, numbered AR-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 2009 A Bonds shall bear interest from the date of delivery, payable monthly at the rate of 4.5% per annum, and shall be sold for the par value thereof. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$7,005, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond.

The Series 2009 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the respective Bond forms hereinafter set forth.

B. The Series 2009 B Bonds shall be issued in single form, numbered BR-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 2009 B Bonds shall bear interest from the date of delivery, payable monthly at the rate of 4.375% per annum, and shall be sold for the par value thereof. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$3,802, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond.

The Series 2009 B Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the respective Bond forms hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2009 Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2009 Bonds, and the right to principal of and stated interest on the Series 2009 Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2009 Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2009 Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2009 Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2009 Bonds.

Section 3.04 Bond Registrar. The Issuer shall be the Bond Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Series 2009 Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2009 Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2009 Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2009 Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law. The Series 2009 Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2009 Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2009 Bonds shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 Bonds shall cease to be such officer of the Issuer before the Series 2009 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. The Series 2009 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 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2009 Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds or in lieu of and substitution for the Bonds destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2009 Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2009 Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2009 Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the System, on a parity with the Prior Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2009 Bonds and the Prior Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2009 Bonds and the Prior Bonds as the same become due.

Section 3.08. Form of Bonds. Subject to the provisions hereof, the text of the Series 2009 Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BONDS, SERIES 2009 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ \_\_\_\_\_

No. AR-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), plus interest on the unpaid principal balance at the rate of \_\_\_\_\_% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$ \_\_\_\_\_, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the

Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted \_\_\_\_\_, 2009, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended.

This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

- (I) WATER REVENUE BONDS, SERIES 1972 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 (THE "SERIES 1972 BONDS");
- (II) WATER REVENUE BONDS, SERIES 2004 A (UNITED BANK, INC), DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 (THE "SERIES 2004 A BONDS");
- (III) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS");
- (IV) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS");
- (V) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050 (THE "SERIES 2006 C BONDS"); AND
- (VI) WATER REVENUE BONDS, SERIES 2009 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED \_\_\_\_\_, 2009 ISSUED CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$ \_\_\_\_\_ (THE "SERIES 2009 B BONDS")

THE SERIES 1972 BONDS, SERIES 2004 BONDS, SERIES 2006 A BONDS, SERIES 2006 B BONDS, AND SERIES 2006 C BONDS ARE COLLECTIVELY, THE "PRIOR BONDS."

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC  
SERVICE DISTRICT

[CORPORATE SEAL]

\_\_\_\_\_  
Chairman, Public Service Board

ATTEST:

\_\_\_\_\_  
Secretary, Public Service Board

(Form of)

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

(Form of Assignment)

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:

\_\_\_\_\_

(FORM OF BOND)

UNITED STATES OF AMERICA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BONDS, SERIES 2009 B  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ \_\_\_\_\_

No. BR-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), plus interest on the unpaid principal balance at the rate of \_\_\_\_\_% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$ \_\_\_\_\_, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the

Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted \_\_\_\_\_, 2009, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended.

This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

- (VII) WATER REVENUE BONDS, SERIES 1972 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 (THE "SERIES 1972 BONDS");
- (VIII) WATER REVENUE BONDS, SERIES 2004 A (UNITED BANK, INC), DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 (THE "SERIES 2004 A BONDS");
- (IX) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS");
- (X) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS");
- (XI) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050 (THE "SERIES 2006 C BONDS"); AND
- (XII) WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED \_\_\_\_\_, 2009 ISSUED CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_ (THE "SERIES 2009 A BONDS").

THE SERIES 1972 BONDS, SERIES 2004 BONDS, SERIES 2006 A BONDS, SERIES 2006 B BONDS, AND SERIES 2006 C BONDS ARE COLLECTIVELY, THE "PRIOR BONDS."

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC  
SERVICE DISTRICT

[CORPORATE SEAL]

\_\_\_\_\_  
Chairman, Public Service Board

ATTEST:

\_\_\_\_\_  
Secretary, Public Service Board

(Form of)

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

(Form of Assignment)

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:

\_\_\_\_\_

## ARTICLE IV

### **SYSTEM REVENUES AND APPLICATION THEREOF; DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS**

Section 4.01 A. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created (or continued is previously established by Prior Resolution) with and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by Prior Resolution);
- (2) Renewal and Replacement Fund (established by Prior Resolution); and
- (3) Series 2009 Bonds Project Construction Account.

B. Establishment of Funds and Accounts with Commission. The following special funds or accounts are created (or continued is previously established by Prior Resolution) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission and from each other:

- (1) Series 1972 Bonds Reserve Account (established by Prior Resolution);
- (2) Series 2004 A Bonds Sinking Fund (established by Prior Resolution);
- (3) Series 2004 A Bonds Reserve Account (established by Prior Resolution);
- (4) Series 2006 A Bonds Reserve Account (established by Prior Resolution);
- (5) Series 2006 B Bonds Reserve Account (established by Prior Resolution);
- (6) Series 2006 C Bonds Sinking Fund (established by Prior Resolution);
- (7) Series 2006 C Bonds Reserve Account (established by Prior Resolution);
- (8) Series 2009 A Bonds Reserve Account; and
- (9) Series 2009 B Bonds Reserve Account.

Section 4.02 Bond Proceeds; Project Construction Account. The proceeds of the sale of the Series 2009 Bonds shall be deposited upon receipt by the Issuer in the Series 2009 Bonds Project Construction Account. The monies in the Series 2009 Bonds Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Monies in the Series 2009 Bonds Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Monies in the Series 2009 Bonds Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Series 2009 Bonds Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2009 Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.02, money and funds in the 2009 Bonds Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Series 2009 Bonds Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.03. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Series 2009 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2009 A Bonds Reserve Account and the Series 2009 B Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2009 Bonds and Series 2009 B Bonds respectively remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2009 Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions 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 the Resolutions.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Resolutions not otherwise modified herein:

(1) The Issuer shall first, each month, pay from the Revenue Fund the Operating Expenses of the System.

(2) The Issuer shall next, each month, on or before the due date thereof, transfer from the Revenue Fund and simultaneously remit (i) to the National Finance Office the amount required by the Prior Resolutions to pay the interest on the RUS Bonds; (ii) to the holder of the Series 2004 A Bonds the amount required by Prior Resolution to pay interest on the Series 2004 A Bonds; (iii) to the National Finance Office the amount required to pay interest on the Series 2009 A Bonds; and (iv) to the National Finance Office the amount required to pay interest on the Series 2009 B Bonds

(3) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously, (i) on or before the due date thereof, remit to the National Finance Office the amount required by the Prior Resolutions to pay the principal of the RUS Bonds; (ii) to the Commission the amount required by Prior Resolution to pay the principal of the Series 2006 C Bonds; (iii) to the holder of the Series 2004 A Bonds the amount required by the Prior Resolutions to pay the principal on the Series 2004 A Bonds; (iv) on or before the due date thereof, remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2009 A Bonds, the amount required to amortize the principal of the Series 2009 A Bonds over the life of the bond; and (v) on or before the due date thereof, remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2009 B Bonds, the amount required to amortize the principal of the Series 2009 B Bonds over the life of the bond.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Commission the amounts required by the Prior Resolutions to be deposited in the respective Reserve Accounts for the Prior Bonds; (ii) beginning on the date specified by the purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2009 A Bonds Reserve Account equals 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; and (iii) beginning on the date specified by the purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission, for deposit in the Series 2009 B Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2009 B Bonds Reserve Account equals the Series 2009 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 B 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 B Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 1/2% of the Gross Revenues each month, 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 Accounts (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.

Whenever the money in the Series 2009 A Bonds Reserve Account shall be sufficient to prepay the Series 2009 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2009 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

Whenever the money in the Series 2009 B Bonds Reserve Account shall be sufficient to prepay the Series 2009 B Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2009 B Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2009 A Bonds Reserve Account. All amounts required for the Series 2009 A Bonds Reserve Account will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2009 B Bonds Reserve Account. All amounts required for the Series 2009 B Bonds Reserve Account will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

The Revenue Fund shall constitute a Trust Fund and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2009 Bonds and the interest thereon, on a parity with the Prior Bonds.

The Series 2009 A Bonds Reserve Account shall constitute a trust fund and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2009 A Bonds and the interest thereon.

The Series 2009 B Bonds Reserve Account shall constitute a trust fund and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2009 B Bonds and the interest thereon.

If on any payment date the Revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2009 Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

Subject to the Prior Resolutions, the Commission shall keep the monies in the Series 2009 A Bonds Reserve Account and Series 2009 B Bonds Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Treasury Investments. 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 interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from monies in the Series 2009 A Bonds Reserve Account and Series 2009 B Bonds Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually by the Commission to the Issuer and deposited in the Revenue Fund.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2009 Bonds, provide evidence that there will be at least 3365 bona fide users upon the System on completion, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank and the Commission such additional sums as shall be necessary to pay the charges and fees of the Depository Bank or the Commission then due.

F. INVESTMENT OF EXCESS BALANCES. The monies in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

G. REMITTANCES. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

H. GROSS REVENUES. The Gross Revenues of the System shall only be used for purposes of the System.

## ARTICLE V

### GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Series 2009 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2009 Bonds Reserve Account, sums sufficient to prepay the entire principal of the Series 2009 Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2009 Bonds.

Section 5.02. Rates. So long as the Prior Bonds are outstanding, the Issuer will maintain rates as required in the Prior Resolutions. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 2009 Bonds and the Prior Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, except as provided in the Prior Resolutions. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2009 Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional Parity Bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser. No Parity Bonds shall be issued after issuance of the Series 2009 Bonds unless the provisions contained in the Prior Resolution respecting issuance of Parity Bonds have been satisfied.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2009 Bonds.

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.

So long as the Series 2009 Bonds and the RUS Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions

contained in this Resolution then Outstanding; and

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

The foregoing limitation may be waived or modified by the written consent of the Holders of the RUS Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 2009 Bonds and the RUS Bonds are no longer outstanding, the following parity requirement shall be met:

So long as the Series 2006 C Bonds are outstanding, no Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments 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 Parity Bonds, plus the estimated average increased annual Net Revenues expected 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, if any, on the following:

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and
- (3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected 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 adopted by the Issuer, the time for appeal of which shall have expired prior to the 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 Secretary 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, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

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

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 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from 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 lien on and source of and security for payment from such revenues, with the Series 2009 Bonds.

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

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2009 Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Series 2009 Bonds.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

(f) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in such amount as may be requested by the Purchaser from time to time.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2009 Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2009 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, on a parity with the Prior Bonds, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 2009 Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Series 2009 Bonds at the date specified for payment thereof;

(b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2009 Bonds or herein, or violation of or failure to observe any provision of any pertinent law; and

(c) If a default occurs with respect to the Prior Bonds or the Prior Resolutions.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct; provided that, all rights and remedies of the Holders of the Prior Bonds shall be on a parity with the Series 2009 Bonds.

Section 5.09. Fiscal Year; Budget. While the Series 2009 Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. 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 the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2009 Bonds are outstanding.

Section 5.14. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

## ARTICLE VI

### RATES, ETC.

#### Section 6.01. Initial Schedule of Rates and Charges; Rules.

A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Commission Order of the Public Service Commission of West Virginia dated March 20, 2007 in Case No. 07-0202-PWD-T and are incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2009 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2009 Bonds, the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2009 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2009 Bonds, the Issuer may not defease the Series 2009 Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02. Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bonds. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Series 2009 Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2009 Bonds.

Section 7.05. Conflicting Provisions Repealed. The Prior Resolutions and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Resolutions.

All resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form FmHA 442-47).

Section 7.06. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07. 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 Resolution 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 Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 7.08. Effective Time. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Blank]

Adopted this 14th day of May, 2009.

LAVALETTE PUBLIC SERVICE DISTRICT

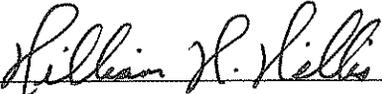
By:   
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of  
LAVALETTE PUBLIC SERVICE DISTRICT on the 14th day of May, 2009.

Dated: May 18, 2009.

[SEAL]

  
\_\_\_\_\_  
Secretary

05.05.09  
509380.00003



<b>LOAN NUMBER</b> 5106810 9008	<b>LOAN NAME</b> Lavalette Public Service District	<b>ACCT. NUMBER</b> 5106810	<b>NOTE DATE</b> 04/23/07	<b>INITIALS</b> TRK
<b>NOTE AMOUNT</b> \$365,265.63	<b>INDEX (w/Margin)</b> Not Applicable	<b>RATE</b> 3.840% Creditor Use Only	<b>MATURITY DATE</b> 04/23/12	<b>LOAN PURPOSE</b> Commercial

**PROMISSORY NOTE**  
(Commercial - Single Advance)  
**RENEWAL NOTE**

**DATE AND PARTIES.** The date of this Promissory Note (Note) is April 23, 2007. The parties and their addresses are:

**LENDER:**

UNITED BANK, INC.  
2889 Third Avenue  
Huntington, West Virginia 25702  
Telephone: (304) 525-5115

**BORROWER:**

LAVALETTE PUBLIC SERVICE DISTRICT  
P O Box 227  
Lavalette, West Virginia 25535

- DEFINITIONS.** As used in this Note, the terms have the following meanings:
  - Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
  - Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
  - Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
  - Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
  - Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
  - Percent.** Rates and rate change limitations are expressed as annualized percentages.
- RENEWAL.** This Note is a renewal of the following described note:

Note Date	Note Number	Note Amount
April 23, 2004	5106810 9008	\$533,721.00

I have requested that the note listed in the table above be renewed. The remaining balance of the note listed in the table above is \$365,265.63.

- PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$365,265.63 (Principal) plus interest from April 23, 2007 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
- INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 3.840 percent (Interest Rate).
  - Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
  - Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
  - Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.
  - Accrual.** Interest accrues using an Actual/360 days counting method.
  - Preferred Rates.**
  - Variable Rate.** The Interest Rate may change during the term of this transaction.
    - Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change, after:
      - Calculation Of Change.** On each Change Date you will calculate the Interest Rate, which will be the Rate.
      - Effect Of Preferred Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

- REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.
  - Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.
- PAYMENT.** I agree to pay this Note in 60 payments. I will make 59 payments of \$6,479.88 beginning on May 23, 2007, and on the 23rd day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due April 23, 2012. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

**7. PREPAYMENT.** I may prepay this Loan under the following terms and conditions. The borrower shall have the privilege to prepay the principal amount of the loan in full (or in part) in the first two years of the permanent loan subject to a three percent (3%) prepayment premium, in the third and fourth years subject to a two percent (2%) prepayment premium, in the fifth year subject to a one percent prepayment premium (1.0%), and no prepayment premium after the fifth year. Notwithstanding the foregoing, the prepayment premium shall be waived on that portion of the loan which is prepaid from net operating income of the business operations of the Borrower. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**8. LOAN PURPOSE.** The purpose of this Loan is financing to provide for installation of a Radio Read Metering system and a Scada pump/tank operating system.

**9. SECURITY.** The Loan is secured by previously executed, separate security instruments.

**10. DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

D. **Other Documents.** A default occurs under the terms of any other Loan Document.

E. **Other Agreements.** I am in default on any other debt or agreement I have with you.

F. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. **Judgment.** I fail to satisfy or appeal any judgment against me.

H. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

I. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

J. **Property Transfer.** I transfer all or a substantial part of my money or property.

K. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

L. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

**11. DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

**12. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer,

(3) You may release, substitute or impair any property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**13. REMEDIES.** After I default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**14. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to

pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**15. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**16. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

**17. INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.  
**A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

**B. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

**18. APPLICABLE LAW.** This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in West Virginia, unless otherwise required by law.

**19. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**20. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**21. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

**22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm my lien status on all Property. Time is of the essence.

**23. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

**24. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including but not limited to illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**25. SIGNATURES.** By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

**BORROWER:**

Lavaletta Public Service District  
By: Darrell Wellman (Seal)  
Darrell Wellman, General Manager

**LENDER:**

United Bank, Inc.  
By: Timothy R Kinsey (Seal)  
Timothy R Kinsey, Regional President

# ORIGINAL

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LAVALETTE PUBLIC SERVICE DISTRICT  
SEWER REVENUE BOND, SERIES 2004 A

No. AR-1

\$533,721

KNOW ALL MEN BY THESE PRESENTS: That LAVALETTE PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wayne 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 United Bank, Inc. (the "Payee") or registered assigns the sum of FIVE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$533,721), in monthly installments on the first day of each month, commencing May 23, 2004, as set forth on the "Debt Service Schedule" attached as EXHIBIT A hereto and incorporated herein by reference, with interest on each installment at the rate of 3.84% per annum. Interest shall be calculated using an actual day/360-day year.

The principal of and interest on 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 United Bank, Inc., Huntington, West Virginia (the "Paying Agent"). If any payment is made more than 10 days after the due date, the Issuer shall pay a late charge equal to 5% of the principal and interest then due, with a minimum of \$25 and maximum of \$250.

This Bond is subject to prepayment without penalty in whole or in part at any time upon the payment of the outstanding principal and the interest accrued to the prepayment date.

This Bond is issued (i) to pay, together with other funds of the Issuer, a portion of the costs necessary to make certain improvements and upgrades to the Issuer's System and to pay certain costs of issuance of this Bond and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), a Bond Resolution duly adopted by the Issuer as supplemented and ratified (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 this Bond under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from moneys in any reserve account permitted under the Bond Legislation for this Bond (the "Series 2004 A Bonds Reserve Account") and unexpended proceeds of this Bond. Such Net Revenues

shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the moneys in any Series 2004 A Bonds Reserve Account and unexpended proceeds of this Bond. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on this Bond, and all other obligations secured by a lien on or payable from such revenues on a parity with this Bond, including the Prior Bonds; provided however, that so long as there exists in the Series 2004 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on this Bond in the then current or any succeeding year and in the respective reserve accounts established for any other obligations outstanding on a parity with this Bond, 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 owner of this Bond for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owner of this Bond are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

THE OBLIGATION EVIDENCED BY THIS BOND IS SUBJECT TO A BALLOON PAY ON APRIL 23, 2007, SUBJECT TO THE SETTING OF NEW PAYMENT TERMS IN COMPLIANCE WITH ALL THEN APPLICABLE LAWS AND REGULATIONS.

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 (as defined in the Bond Legislation) 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 the payment of the costs of those certain authorized improvements and upgrades to the system and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

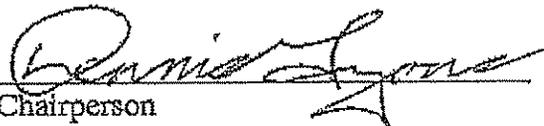
This Bond is hereby designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. This Bond is exempt from taxation by the State of West Virginia and the other taxing bodies of the State under the Act.

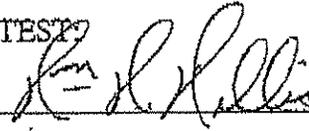
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and upon the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond,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

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

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairperson and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated as of April 23, 2004.

[SEAL]

  
Chairperson

ATTEST  
  
Secretary

**LAVALETTE PUBLIC SERVICE DISTRICT**

**WATER REVENUE BONDS,  
SERIES 2006 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE),  
SERIES 2006 B  
(UNITED STATES DEPARTMENT OF AGRICULTURE),  
AND SERIES 2006 C  
(WEST VIRGINIA INFRASTRUCTURE FUND)**

**BOND RESOLUTION**

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LAVALETTE PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF LAVALETTE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED; THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 A, NOT MORE THAN \$713,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) AND NOT MORE THAN \$1,918,050 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 C (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 THE LOAN AGREEMENTS 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 RESOLVED BY THE PUBLIC SERVICE BOARD OF LAVALETTE  
PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01.      Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A 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. Lavalette Public Service District (the "Issuer") is a public service district, a public corporation and political subdivision of the State of West Virginia in Wayne County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience, and welfare of the inhabitants of the Issuer that there be acquired and constructed certain improvements and extensions to the existing public waterworks system of the Issuer, consisting of various water line extensions know as the "United States Route 52 North Project", together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the diversion, development, pumping, impounding, treatment, storage, distribution or furnishing of water to or for the public for industrial, public, private or other uses (the existing public waterworks facilities of the Issuer, the Project and any further extensions or improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the 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") and the United States Department of Agriculture (the "Purchaser") pursuant to the Act.

D. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all Operating Expenses of the System, the principal of and interest on the Bonds (as hereinafter defined) and payments into all funds and accounts and other payments provided for herein.

E. It is deemed necessary for the Issuer to issue its Water Revenue Bonds in the total aggregate principal amount of not more than \$4,631,050 in three series, being the Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), in the aggregate principal amount of not more than \$2,000,000 (the "Series 2006 A Bonds"), Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), in the aggregate principal amount of not more than \$713,000 (the "Series 2006 B" Bonds), and the Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than \$1,918,050 (the "Series 2006 C Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project (collectively, the "Series 2006 Bonds"). The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2006 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 any 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 (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 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 2006 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

G. It is in the best interests of the Issuer that its Series 2006 A Bonds and Series 2006 B Bonds be sold to the Purchaser (as hereinafter defined) pursuant to the terms and provisions of the Letter of Conditions (as hereinafter defined) and its Series 2006 C Bonds be sold to the Authority (as hereinafter defined) 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 West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the Issuer, the Authority and the Council, approved hereby if not previously approved by resolution of the Issuer.

H. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000 and currently held by the Rural Utilities Service, United States Department of Agriculture and the Water Revenue Bonds, Series 2004 A, dated April 23, 2004, issued in the original aggregate principal amount of \$533,721 and currently held by United Bank, Inc. (collectively, the "Prior Bonds").

The Series 2006 Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2006 Bonds, the Issuer will obtain a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met and obtain the written consent of the Holders of the Prior Bonds to the issuance of the Series 2006 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

I. The Issuer has complied with all requirements of West Virginia law, the Letter of Conditions and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System, including, without limitation, the

imposition of rates and charges and the issuance of the Series 2006 Bonds, or will have so complied prior to issuance of any thereof, including, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2006 Bonds or such final order will not be subject to appeal or rehearing.

J. The Project has been approved by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2006 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 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2006 C Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by 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," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the Issuer, the Bank or other entity to be designated as such in this Resolution or the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2006 A Bonds, the Series 2006 B Bonds, the Series 2006 C Bonds, and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution 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.

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2006 Bonds for all or a portion of the proceeds of the Series 2006 A Bonds and Series 2006 B Bonds from the Purchaser and for all or a portion of the proceeds of the Series 2006 C Bonds from the Authority and the Council.

"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 E.L. Robinson Engineering Co., Ltd., Charleston, 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 1.02E 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 other agency of the State of West Virginia that succeeds to the functions of the Council.

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

"Facilities" or "waterworks facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by

additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefore, hereafter at any time constructed or acquired.

"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 Public Service Board 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, collectively, all grant monies received by the Issuer 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 Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

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

"Investment Property" means

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means the Lavalette Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, in Wayne County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated May 12, 2004, amended December 9, 2005 thereto, providing for the purchase of the Series 2006 A and Series 2006 B Bonds from the Issuer by the Purchaser.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2006 C Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2006 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in any Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation 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, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bonds canceled by the Bond Registrar or Registrar for the Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond or Prior Bonds 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 or holders of the Prior Bonds, any Bonds or Prior Bonds 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 2006 B Bonds by the Issuer in the Supplemental Resolution.

"Prior Bonds" means the Issuer's Series 1973 Bonds and Series 2004 A Bonds, as more particularly described in Section 1.02(H) hereof.

"Prior Resolution" means, collectively, the resolution of the Issuer, as supplemented, authorizing the Series 1973 Bonds and Series 2004 A Bonds.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

"Project" means the Project as described in Section 1.02B hereof.

"Purchaser" or "Government" means the United States Department of Agriculture and any successor thereof acting for and on behalf of the United States of America, which is expected to be the original purchaser and Registered Owner of the Series 2006 A and Series 2006 B Bonds.

"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, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York,

provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; 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.

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Resolution as the Depreciation Reserve and renamed and continued hereby.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2006 Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts.

"Revenue Fund" means the Revenue Fund established by the Prior Resolution and continued hereby.

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 2006 Bonds" means, collectively, the Series 2006 A Bonds, the Series 2006 B and the Series 2006 C Bonds.

"Series 2006 Bonds Construction Trust Fund" means the Series 2006 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 A Bonds" means the Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), of the Issuer, authorized by this Resolution.

"Series 2006 A Bonds Reserve Account" means the Series 2006 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 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 2006 A Bonds in the then current or any succeeding year.

"Series 2006 B Bonds" means the Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), of the Issuer, authorized by this Resolution.

"Series 2006 B Bonds Reserve Account" means the Series 2006 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 B Bonds in the then current or any succeeding year.

"Series 2006 C Bonds" means the Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), of the Issuer authorized by this Resolution.

"Series 2006 C Bonds Reserve Account" means the Series 2006 C Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 C Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 C Bonds in the then current or any succeeding year.

"Series 2006 C Bonds Sinking Fund" means the Series 2006 C 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 Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the

Series 2006 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2006 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, including, without limitation, the Sinking Funds, the Reserve Accounts and the Renewal and Replacement Fund.

"System" means the complete existing 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 include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks system from any sources whatsoever, both within and without the Issuer.

"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.

Additional terms and phrases are defined in this Resolution as they are used. 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 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 \$5,831,050, 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 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 and otherwise compatible with the financing plan submitted to the Purchaser, the Authority and the Council.

The cost of the Project is estimated not to exceed \$5,831,050, of which not more than \$2,000,000 will be obtained from proceeds of the Series 2006 A Bonds, not more than \$713,000 will be obtained from proceeds of the Series 2006 B Bonds, and not more than \$1,918,050 will be obtained from proceeds of the Series 2006 C Bonds, and approximately \$1,200,000 will be obtained from proceeds of a grant from the Council.

### 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 capitalizing interest on the Series 2006 Bonds, if any, funding reserve accounts for the Series 2006 Bonds, 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 2006 A Bonds, Series 2006 B Bonds and the Series 2006 C Bonds of the Issuer. The Series 2006 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2006 A (United States Department of Agriculture)," in the principal amount of not more than \$2,000,000, the Series 2006 B Bonds, shall be issued as a single bond, designated "Water Revenue Bonds, Series 2006 B (United States Department of Agriculture)", in the principal amount of not more than \$713,000 and the Series 2006 C Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund)," in the principal amount of not more than \$1,918,050, and each shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2006 Bonds, if any, shall be deposited in or credited to the Series 2006 Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. A. The Series 2006 A Bonds shall be issued in such principal amounts; shall bear interest at such rate or rates, not exceeding the then legal maximum rate, payable monthly 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 the Supplemental Resolution or as specifically provided in the Series 2006 A Bond.

B. The Series 2006 B Bonds shall be issued in such principal amounts; shall bear interest at such rate or rates, not exceeding the then legal maximum rate, payable monthly 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 the Supplemental Resolution or as specifically provided in the Series 2006 B Bond.

C. The Series 2006 C Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly 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 the Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2006 C 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 2006 C 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 2006 A Bonds shall initially be issued in the form of a single bond, fully registered to the Purchaser, with a record of advances attached, representing the aggregate principal amount of the Series 2006 A Bonds. The Series 2006 B Bonds shall initially be issued in the form of a single bond fully registered to the Purchaser with a record of advances attached representing the aggregate principal amount of the Series 2006 B Bonds. The Series 2006 C B Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2006 C Bonds, all as provided in the Supplemental Resolution. The Series 2006 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 neither the Purchaser nor the Authority shall be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form, in such denominations, dated such dates and bear interest at such rates as determined by a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2006 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2006 Bonds shall cease to be such officer of the Issuer before the Series 2006 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 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. Bond Registrar; Authentication and Registration. A. The Issuer shall be the Bond Registrar with respect to the Series 2006 A Bonds and 2006 B Bonds and will keep or cause to be kept at its office by its agent, sufficient books for the registration and transfer of the Series 2006 A and Series 2006 B Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2006 A and Series 2006 B Bonds initially issued pursuant hereto and

register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2006 A and Series 2006 B Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2006 A Bonds and Series 2006 B Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust, and/or such other identifying number and information as may be required by law. The Series 2006 A and Series 2006 B Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2006 A and Series 2006 B Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

B. The Bond Registrar with respect to the Series 2006 C Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2006 C 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 Series 2006 C Bonds shall be conclusive evidence that such Series 2006 C Bonds has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2006 C 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 Series 2006 C Bonds issued hereunder. The provisions of this Section 3.04 relating to authentication shall not apply to the Series 2006 A or Series 2006 B Bonds, notwithstanding anything herein to the contrary.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2006 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 2006 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 2006 Bonds remain outstanding, the Bond Registrar for the Series 2006 Bonds shall keep and maintain books for the registration and transfer of such Bonds.

The registered 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 Bonds or transferring the registered Bonds are exercised, all Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of 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 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of 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 2006 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 2006 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest, if any, thereon.

Section 3.08.      Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all Series 2006 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on Net Revenues in favor of the holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2006 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09.      Delivery of Bonds. A. With respect to the Series 2006 A and Series 2006 B Bonds, the Chairman is hereby authorized and directed to cause such Bonds, hereby awarded to the Purchaser pursuant to the Letter of Conditions, to be delivered to the Purchaser on the date of delivery.

B. The Issuer shall execute and deliver the Series 2006 C Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2006 C Bonds to the original purchasers upon receipt of the documents set forth below:

(1) If other than the Authority, a list of the names in which the Series 2006 C Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

(2) A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2006 C Bonds to the original purchasers;

(3) An executed and certified copy of the Bond Legislation;

(4) An executed copy of the Loan Agreement; and

(5) The unqualified approving opinion of bond counsel on the Series 2006 C Bonds.

Section 3.10.      Form of Bonds. The text of the Series 2006 A and Series 2006 B Bonds and the Series 2006 C Bonds shall be in substantially the following respective forms, 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 2006 A BOND)

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BOND, SERIES 2006 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. AR-1

Date: February 23, 2006

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (the "Borrower") promises to pay to the order of the UNITED STATES OF AMERICA (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of TWO MILLION DOLLARS (\$2,000,000), plus interest on the unpaid principal balance at the rate of 4.375 % per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$9,020.00, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of acquisition and construction of improvements and extensions to the existing public waterworks system (the "System") of the Borrower, is payable solely from the net revenues to be derived from the operation of the System in the manner provided in the hereinafter defined Resolution. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted on February 21, 2006, and a Supplemental Resolution of the Borrower duly adopted on February 21, 2006, authorizing issuance of this Bond (collectively, the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act of 1965. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) WATER REVENUE BONDS, SERIES 1973, DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 AND CURRENTLY HELD BY THE RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE AND (2) THE WATER REVENUE BONDS, SERIES 2004 A, DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 AND CURRENTLY HELD BY UNITED BANK, INC. (COLLECTIVELY, THE "PRIOR BONDS"); AND (3) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000, AND (4) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050.

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC SERVICE DISTRICT  
(Name of Borrower)

[CORPORATE SEAL]

\_\_\_\_\_  
(Signature of Executive Official)

Chairman  
(Title of Executive Official)

5308 Route 152  
(P.O. Box No. or Street Address)

Lavalette, West Virginia 25535  
(City, State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Signature of Attesting Official)

Secretary  
(Title of Attesting Official)

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to \_\_\_\_\_  
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 Borrower with full power of substitution in the  
premises.

Dated: \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

In presence of:

\_\_\_\_\_

(FORM OF SERIES 2006 B BOND)

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BOND, SERIES 2006 B  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. BR-1

Date: February 23, 2006

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (the "Borrower") promises to pay to the order of the UNITED STATES OF AMERICA (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of SEVEN HUNDRED AND THIRTEEN THOUSAND DOLLARS (\$713,000), plus interest on the unpaid principal balance at the rate of 4.25 % per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$3,159.00, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of acquisition and construction of improvements and extensions to the existing public waterworks system (the "System") of the Borrower, is payable solely from the net revenues to be derived from the operation of the System in the manner provided in the hereinafter defined Resolution. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted on February 21, 2006, and a Supplemental Resolution of the Borrower duly adopted on February 21, 2006, authorizing issuance of this Bond (collectively, the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act of 1965. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) WATER REVENUE BONDS, SERIES 1973, DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 AND CURRENTLY HELD BY THE RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, (2) WATER REVENUE BONDS, SERIES 2004 A, DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 AND CURRENTLY HELD BY UNITED BANK, INC. (COLLECTIVELY, THE "PRIOR BONDS"); AND (3) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006 ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 AND (4) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050.

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC SERVICE DISTRICT  
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

Chairman  
(Title of Executive Official)

5308 Route 152  
(P.O. Box No. or Street Address)

Lavalette, West Virginia 25535  
(City, State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Signature of Attesting Official)

Secretary  
(Title of Attesting Official)

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to \_\_\_\_\_  
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 Borrower with full power of substitution in the  
premises.

Dated: \_\_\_\_\_, 2\_\_\_\_\_.

In presence of:

\_\_\_\_\_

(FORM OF SERIES 2006 C BOND)

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BOND, SERIES 2006 C  
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. CR-1

\$1,918,050

KNOW ALL MEN BY THESE PRESENTS: That on the 23rd day of February, 2006, LAVALETTE PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia in Wayne 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 Nine Hundred Eighteen Thousand and Fifty DOLLARS (\$1,918,050), 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, \_\_\_\_\_, 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 23, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the

Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on February 21, 2006, and a Supplemental Resolution duly adopted by the Issuer on February 21, 2006 (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.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) WATER REVENUE BONDS, SERIES 1973, DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 AND CURRENTLY HELD BY THE RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, (2) WATER REVENUE BONDS, SERIES 2004 A, DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 AND CURRENTLY HELD BY UNITED BANK, INC. (COLLECTIVELY, THE "PRIOR BONDS"), AND (3) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006 ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS"), AND (4) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006 ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2006 A and Series 2006 B Bonds and the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2006 C Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, 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 an 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 Net Revenues, the monies in the Series 2006 C Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by

a lien on or payable from such revenues on a parity with the Bonds, including the Series 2006 A Bonds, the Series 2006 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2006 C B 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 the Bonds, including the Series 2006 A Bonds, the Series 2006 B Bonds and the Prior 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 Huntington National Bank, Charleston, West Virginia, as 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.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

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

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman, and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the date first written above.

[SEAL]

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 C 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 23, 2006.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

---

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(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: \_\_\_\_\_, 2\_\_\_\_,

\_\_\_\_\_  
In the presence of:  
  
\_\_\_\_\_

Section 3.11. Sale of Bonds: Approval and Ratification of Execution of Loan Agreement. A. The Series 2006 A Bonds shall be sold to the Purchaser, pursuant to the terms and conditions of the Letter of Conditions. The Letter of Conditions, including all attachments, are hereby approved and incorporated into this Bond Legislation.

B. The Series 2006 B Bonds shall be sold to the Purchaser, pursuant to the terms and conditions of the Letter of Conditions.

C. The Series 2006 C 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 Chairman 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 Secretary 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, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule B" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Purchaser, the Authority and the Council a schedule, the forms of which will be provided by the Purchaser, 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 (or continued if previously established by the Prior Resolution) 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 (established by the Prior Resolution);
- (2) Reserve Fund (established by the Prior Resolution);
- (3) Renewal and Replacement Fund (established by the Prior Resolution as the Depreciation Reserve); and
- (4) Series 2006 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 2006 A Bonds Reserve Account;
- (2) Series 2006 B Bonds Reserve Account;
- (3) Series 2006 C Bonds Sinking Fund; and
- (4) Series 2006 C Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A.

The entire Gross Revenues derived from the operation of the System 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, each month, pay from the Revenue Fund the Operating Expenses of the System. ✓

(2) The Issuer shall next, each month, on or before the due date thereof, transfer from the Revenue Fund and remit to the National Finance Office (i) the amount required by the Prior Resolution to pay the interest on the Prior Bonds; (ii) the amounts required to pay interest on the Series 2006 A Bonds, and (iii) the amounts required to pay interest on the Series 2006 B Bonds.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and (i) on or before the due date thereof, remit to the National Finance Office the amount required by the Prior Resolution to pay the principal of the Prior Bonds; and (ii) on or before the due date thereof, remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2006 A Bonds, the amount required to amortize the principal of the Series 2006 A Bonds over the life of the bond issue; (iii) on or before the due date thereof, remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2006 B Bonds, the amount required to amortize the principal of the Series 2006 B Bonds over the life of the issue and (iv) on the first day of each month, remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2006 C Bonds, for deposit in the Series 2006 C Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 C 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 2006 C Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payment 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Commission or Depository Bank, as applicable, the amount required by the Prior Resolution to be deposited in the Reserve Fund for the Prior Bonds; and (ii) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount each month, until the amount in the Series 2006 A Bonds Reserve Account equals the Series 2006 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 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 2006 A Bonds Reserve Requirement; (iii) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 B Bonds, for deposit in the Series 2006 B Bonds Reserve Account, an amount equal to 10% of the monthly payment amount each month, until the amount in the Series 2006 B Bonds Reserve Account equals the

Series 2006 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 B 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 2006 B Bonds Reserve Requirement; and (iv) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 C Bonds, for deposit in the Series 2006 C Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 C Bonds Reserve Requirement, until the amount in the Series 2006 C Bonds Reserve Account equals the Series 2006 C Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 C 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 2006 C Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account; provided, that, as long as the Issuer's Series 1973 Bonds remain outstanding, the Issuer must accumulate in the Renewal and Replacement Fund the aggregate sum of \$47,000 and maintain such sum therein and shall use the monies therein as provided by the Prior Resolution, except that any deficiencies in the debt service payments on the Series 2006 A Bonds and Series 2006 B Bonds shall be payable from the Renewal and Replacement Fund on a parity with the Prior Bonds. 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 Accounts (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.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

Monies in the Series 2006 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2006 A Bonds as the same shall come due, when other monies are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2006 A Bonds Reserve Account shall be sufficient to prepay the

Series 2006 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay, at the earliest practical date and in accordance with applicable provisions hereof, the Series 2006 A Bonds, together with accrued interest thereon to such prepayment date.

Monies in the Series 2006 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2006 B Bonds as the same shall come due, when other monies are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2006 B Bonds Reserve Account shall be sufficient to prepay the Series 2006 B Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay, at the earliest practical date and in accordance with applicable provisions hereof, the Series 2006 B Bonds, together with accrued interest thereon to such prepayment date.

Monies in the Series 2006 C Bonds Sinking Fund shall be used only for the purpose of paying principal of and interest, if any, on the Series 2006 C Bonds as the same shall become due. Monies in the Series 2006 C Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2006 C Bonds as the same shall come due, when other monies in the Series 2006 C Bonds Sinking Fund are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2006 C Bonds Reserve Account shall be sufficient to prepay the Series 2006 C Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay, at the earliest practical date and in accordance with applicable provisions hereof, the Series 2006 C Bonds and accrued interest, if any, thereon to such prepayment date.

All investment earnings on monies in the Series 2006 A Bonds Reserve Account (if fully funded), the Series 2006 B Bonds Reserve Account (if fully funded), the Series 2006 C Bonds Sinking Fund and the Series 2006 C Bonds Reserve Account (if fully funded) 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 2006 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 2006 A Bonds the Series 2006 B Bonds and the Series 2006 C Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2006 A Bonds Reserve Account the Series 2006 B Bonds Reserve Account or the Series 2006 C Bonds Reserve Account which result in a reduction in the balance of such accounts to below the Series 2006 A Bonds Reserve Requirement, the Series 2006 B Bonds Reserve Requirement or the Series 2006 C Bonds Reserve Requirement, respectively, shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the 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 2006 A Bonds Reserve Account the Series 2006 B Bonds Reserve Account or the Series 2006 C Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the respective Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2006 A Bonds, the Series 2006 B the Series 2006 C Bonds and the Prior Bonds in accordance with the respective principal amounts then Outstanding.

The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser, the Council and the Authority.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Reserve Account, the Series 2006 C Bonds Sinking Fund and the Series 2006 C Bonds Reserve Account created hereunder, and all amounts required for such funds shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Purchaser, the Authority or the Council at any time, the Issuer shall make the necessary arrangements whereby required payments into the said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Reserve Account, the Series 2006 C Bonds Sinking Fund and the Series 2006 C Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Reserve Account, the Series 2006 C Bonds Sinking Fund and the Series 2006 C Bonds Reserve Account, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 A Bonds the Series 2006 B Bonds and the Series 2006 C Bonds, respectively, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) remit to the Commission the required principal, interest and reserve account payments 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.

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

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

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

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

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as 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 Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

H. All remittances made by the Issuer to the Commission or the Depository Bank shall clearly identify the fund or account into which each amount is to be deposited.

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

J. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2006 Bonds Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

## ARTICLE VI

### BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01.      Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2006 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2006 A Bonds, there shall be deposited with the Commission in the Series 2006 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2006 A Bonds Reserve Account.

B. From the proceeds of the Series 2006 B Bonds, there shall be deposited with the Commission in the Series 2006 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2006 B Bonds Reserve Account.

C. From the proceeds of the Series 2006 C Bonds, there shall be deposited with the Commission in the Series 2006 C Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 C Bonds Reserve Account.

D. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 Bonds Construction Trust Fund and applied solely to payment of 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 2006 A Bonds.

E. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 Bonds Construction Trust Fund and applied solely to payment of 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 2006 B Bonds.

F. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 C Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 Bonds Construction Trust Fund and applied solely to payment of 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 2006 C Bonds.

G. 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 2006 A Bonds and Series 2006 B Bonds shall be expended as directed by the Purchaser and any remaining proceeds of the Series 2006 C Bonds shall be expended as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

A. The proceeds of the Series 2006 A Bonds, and the Series 2006 B Bonds, in the Series 2006 Bonds Construction Trust Fund shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

B. 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 of all Costs of the Project from the Series 2006 C Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of proceeds of the Series 2006 C Bonds from the Series 2006 Bonds Construction Trust Fund shall be made only after submission to the Council of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

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

(ii) 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;

(iii) Each of such costs has been otherwise properly incurred; and

(iv) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2006 C Bonds within 3 years of the date of the issuance of the Council's Bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2006 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

## ARTICLE VII

### ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this 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 2006 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 2006 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 2006 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2006 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues: Lien Position with Respect to Prior Bonds. The payment of the debt service of all the Series 2006 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the holders of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2006 Bonds and the Prior 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. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Commission Order of the Public Service Commission of West Virginia entered October 12, 2005, in Case No. 05-0775-PWD-CN, and such rates are hereby adopted, which rates are incorporated herein by reference as a part hereof.

So long as the Prior Bonds and the Series 2006 Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the

required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2006 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 Prior Bonds are outstanding, the provisions governing the sale of the System, or any part thereof, shall be as set forth and described in the Prior Resolution and the System may not be sold, mortgaged, leased or otherwise disposed of unless the Issuer has obtained the written consent of the Purchaser, the Authority and the Council, as applicable bondholders. Further, so long as the Series 2006 Bonds are outstanding and except as otherwise required by law, and with the written consent of the Purchaser, 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 2006 A, and the Series 2006 B Bonds, immediately be remitted to the National Finance Office, and with respect to the Series 2006 C Bonds, immediately be remitted to the Commission for deposit in the Series 2006 C Bonds Sinking Fund, and, with the written consent of the Purchaser, the Authority and the Council, the Issuer shall direct the National Finance Office and the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2006 Bonds. Any balance remaining after the payment of all the Series 2006 Bonds and interest, if any, thereon shall be remitted to the Issuer 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, by resolution duly adopted, 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 Renewal and Replacement 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 a professional engineer that such property comprising a part of the System is no longer

necessary, useful or profitable in the operation thereof and 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 of any such sale shall be deposited in the Renewal and Replacement Fund. Payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such fund by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the 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 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 7.06 and 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 Bonds. All obligations issued by the Issuer after the issuance of the 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 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 Bonds, and the interest thereon, if any, upon any of the income and revenues of the System pledged for payment of the Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Purchaser, 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. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 Bonds pursuant to this Bond Legislation,

without the prior written consent of the Authority, the Council and the Purchaser and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2006 Bonds.

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.

So long as the Series 2006 A Bonds and Series 2006 B Bonds and the Prior Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and
- (3) The Parity Bonds than proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Prior Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 2006 A and Series 2006 B Bonds and the Prior Bonds are no longer outstanding, the following parity requirement shall be met:

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments 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 Parity Bonds, plus the estimated average increased annual Net Revenues expected 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, if any, on the following:

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

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

The "estimated average increased annual Net Revenues expected 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 adopted by the Issuer, the time for appeal of which shall have expired prior to the 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 Secretary 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, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

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

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 2006 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from 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 lien on and source of and security for payment from such revenues, with the Series 2006 Bonds.

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

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 Purchaser, 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 Purchaser, 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 Purchaser, 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 Governing Body. The Governing Body 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 Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Purchaser, the Council and the Authority, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of the 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 payable from the revenues of the System outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2006 Bonds and shall submit said report to the Purchaser, the Authority and the Council, or any other original purchaser of the Series 2006 Bonds. Such audit report submitted to the Purchaser, 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 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 and reserve 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 Purchaser, 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 Purchaser, 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, the Council and the Purchaser with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2006 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule 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 created hereunder. Such schedule of rates and charges shall be changed and readjusted 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 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, if any, on the Series 2006 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds, including the Prior Bonds; provided that, in the event that an amount equal to or in excess of the reserve requirement is on deposit respectively in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2006 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2006 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds, including the Prior Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services described in Section 7.04 hereof.

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 Purchaser, 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 within 30 days of adoption to the Purchaser, the Authority and the Council, or to any Holder of the 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 and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Purchaser, the Council, the Authority and 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 Purchaser, the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Purchaser, 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 Purchaser, 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 Purchaser, the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and

facilities of the sewerage system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the sewerage facilities are not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination agreement with the provider of such sewerage service, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

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 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 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 Purchaser, 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 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 unless an increased amount is requested by the Purchaser from time to 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 and the Issuer shall verify such insurance prior to commencement of construction. 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 shall 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 has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Compliance with Letter of Conditions, Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Letter of Conditions, the Loan Agreement, the Act and this Bond Legislation. The Issuer shall also comply with all applicable laws, rules and regulations issued by the Purchaser, the Authority and 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. The Issuer shall provide the Council with copies of all documents submitted to the Purchaser and the Authority.

Section 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2006 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any

interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2006 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2006 Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2006 Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2006 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. To the extent legally required, the Issuer will timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2006 Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2006 Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

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. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 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 2006 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 7.22. Contracts: Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2006 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 Purchaser and the Council for written approval. The Issuer shall obtain the written approval of the Purchaser and the Council before expending any proceeds of the Series 2006 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 Purchaser and the Council before expending any proceeds of the Series 2006 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding as being provided by the Purchaser, 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 ground breaking or dedication of the Project.

## ARTICLE VIII

### INVESTMENT OF FUNDS; USE OF PROCEEDS

Section 8.01.      Investments. Any monies held as a part of the funds and accounts created by this 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; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2006 Bonds as a condition to issuance of the Series 2006 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 2006 Bonds as may be necessary in order to maintain the status of the Series 2006 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 2006 Bonds which would cause any bonds, the interest 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 2006 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 Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2006 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 2006 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any series of the Series 2006 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2006 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2006 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; or

(4) If default occurs with respect to the Prior Bonds or the Prior Resolution.

Notwithstanding anything herein to the contrary, if default occurs in the due and punctual payment of the principal of or interest on any series of the Series 2006 Bonds or the Prior Bonds, it shall constitute an "Event of Default" with respect to the other series of the Series 2006 Bonds.

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

Owners; provided that, all rights and remedies of the Holders of the Series 2006 A Bonds and the Series 2006 B Bonds shall be on a parity with each other and the Prior Bonds.

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 2006 Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2006 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied; except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2006 Bonds from gross income for federal income tax purposes.

Except through such direct payment to the Holder of the Series 2006 A Bonds, and Series 2006 B Bonds, the Issuer may not defease the Series 2006 A or the Series 2006 B Bonds or otherwise provide for payment thereof by escrow or like manner.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 Bonds, no material modification or amendment of this Resolution, or of any resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2006 Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2006 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, 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 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 2006 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 Series 2006 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 Resolution 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 Resolution, the Supplemental Resolution or the Series 2006 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; Prior Resolution. All orders or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; provided that, this Section shall not be applicable to the Loan Agreement or the Loan Resolution (Form FmHA 442-47); and provided that in the event of any conflict between this Resolution and the Prior Resolution,

the Prior Resolution shall control (unless less restrictive), so long as the Prior Bonds or any portion thereof are outstanding.

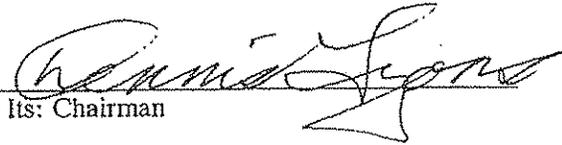
Section 11.06. Covenant of Due Procedure, Etc The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular 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 Chairman, the Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 21<sup>st</sup> day of February, 2006.

LAVALETTE PUBLIC SERVICE DISTRICT

By:

  
His: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board  
of LAVALETTE PUBLIC SERVICE DISTRICT on February 21, 2006.

Dated: February 23, 2006.

[SEAL]

  
Secretary

02/03/06  
509380,00001

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2006 A,  
Water Revenue Bonds, Series 2006 B  
(United States Department of Agriculture), and  
Water Revenue Bonds, Series 2006 C,  
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) AND WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), OF LAVALETTE PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2006 C BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2006 A BONDS AND SERIES 2006 B BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2006 C BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; PROVIDING FOR THE RE-DESIGNATION OF RESERVE ACCOUNT FOR THE SERIES 1973 BONDS AND AMENDMENT OF PRIOR RESOLUTION TO EFFECT SUCH TRANSFER; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Lavalette Public Service District (the "Issuer") has duly and officially adopted a bond resolution on February 21, 2006 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF LAVALETTE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$2,800,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 A NOT MORE THAN \$713,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) AND NOT MORE THAN \$1,918,050 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 C (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 THE LOAN AGREEMENTS 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 Resolution when used herein;

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), Water Revenue Bonds, Series 2006 B (United States Department of Agriculture) and, Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2006 A Bonds," "Series 2006 B Bonds" and the "Series 2006 C Bonds"), in the respective aggregate principal amounts not to exceed \$2,000,000, \$713,000 and \$1,918,050, and has authorized the execution and delivery of the loan agreement relating to the Series 2006 C Bonds, including all schedules and exhibits attached thereto, 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") (the "Loan Agreement"), all in accordance with Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the 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 Series 2006 A Bonds and Series 2006 B Bonds are proposed to be purchased by the United States Department of Agriculture, acting for and on behalf of the United States of America (the "Purchaser") pursuant to a Letter of Conditions, and all amendments, and the Series 2006 C Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Issuer has previously issued its Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000 (the "Series 1973 Bonds"), which are currently held by the Purchaser;

WHEREAS, the Series 1973 Bonds are secured by a reserve account pledged for the payment of principal and interest on the Series 1973 Bonds (hereinafter referred to as the "Series 1973 Bonds Reserve Account"), which account is, pursuant to the Prior Resolution, held by the Depository Bank;

WHEREAS, the Purchaser has requested that the Issuer transfer the monies in the Series 1973 Bonds Reserve Account from the Depository Bank to the West Virginia Municipal Bond Commission (the "Commission");

WHEREAS, the Prior Resolution provides that it may be amended by supplemental resolution with the prior written consent of the Purchaser and such consent has been received by the Issuer; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates, the sale prices and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for and provide for the transfer of the Series 1973 Bonds Reserve Account;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LAVALETTE PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

A. Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$2,000,000. The Series 2006 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.375 % per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2006 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$9,020.00 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2006 A Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2006 A Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2006 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

B. Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered BR-1 in the principal amount of \$713,000. The Series 2006 B Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.25 % per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2006 B Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$3,159.00 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2006 B Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2006 B Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2006 B Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

C. Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered CR-1, in the principal amount of \$1,918,050. The Series 2006 C Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2045, and shall bear no interest. The principal of the Series 2006 C Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2007, and maturing December 1, 2045, 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 Series 2006 C Bonds. The Series 2006 C Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2006 C 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 Resolution.

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 Chairman, 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 Issuer does hereby authorize, approve and accept the Letter of Conditions, and all amendments thereto, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed and approved. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2006 A Bonds the Series 2006 B Bonds and the Series 2006 C 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 Series 2006 C Bonds under the Bond Resolution 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 Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2006 C Bonds under the Bond Resolution.

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

Section 7. All proceeds of the Series 2006 A Bonds and the Series 2006 B Bonds shall be deposited in or credited to the Series 2006 Bonds Construction Trust Fund as received from the Purchaser from time to time for payment of costs of the Project, including, without limitation, costs of issuance of the Series 2006 A and Series 2006 B Bonds.

Section 8. Series 2006 C Bonds proceeds in the amount of -0- shall be deposited in the Series 2006 C Bonds Sinking Fund, as capitalized interest.

Section 9. Series 2006 C Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2006 C Bonds Reserve Account.

Section 10. The balance of the proceeds of the Series 2006 C Bonds shall be deposited in or credited to the Series 2006 Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 11. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Series 2006 A and Series 2006 B Bonds may be delivered on or about February 23, 2006, to the Purchaser pursuant to the Letter of Conditions, and the Series 2006 C Bonds may be delivered on or about February 23, 2006, to the Authority pursuant to the Loan Agreement.

Section 12. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer hereby determines that it is in the best interest of the Issuer to invest all monies in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, subject to any limitation of the Purchaser with respect of the proceeds of the Bonds, 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 2006 A Bonds Reserve Account, the Series 2006 B Bonds Reserve Account, the Series 2006 C Bonds Sinking Fund and the Series 2006 C Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 15. The Prior Resolution is amended, as necessary, to reflect the following:

A. The Series 1973 Bonds Reserve Account is held by the Commission.

B. The Commission is designated as the Fiscal Agent for the administration of the Series 1973 Bonds Reserve Account as herein provided, and all amounts required for the Series 1973 Bonds Reserve Account will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein. If required by the Purchaser at anytime, the Issuer shall make the necessary arrangements whereby required payments into said account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

C. The Issuer shall, on the first day of each month (if the first day is not a business day, then the first business day of each month), deposit with the Commission the required reserve account payments with respect to the Series 1973 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. Moneys in the Series 1973 Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

E. Earnings from moneys in the Series 1973 Bonds Reserve Account, so long as the Minimum Reserve is on deposit in each such account and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

F. The Issuer shall remit from the Revenue Fund to the Commission such additional sums as shall be necessary to pay the charges and fees of the Commission then due.

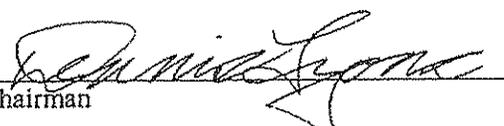
G. All remittances made by the Issuer to the Commission or the Depository Bank shall clearly identify the fund or account into which each amount is to be deposited.

Section 16. The Series 1973 Bonds Reserve Account shall be transferred to the Commission, and the aforementioned amendments relating to the Series 1973 Bonds Reserve Account shall become effective, on or before the Closing Date.

Section 17. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 21st day of February, 2006.

LAVALETTE PUBLIC SERVICE DISTRICT

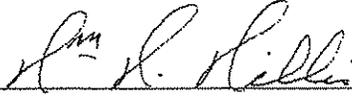
By:   
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by  
LAVALETTE PUBLIC SERVICE DISTRICT on this 21st day of February, 2006.

Dated: February 23, 2006.

[SEAL]

  
Secretary

02/14/06  
509380.00001

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2006 A,  
Water Revenue Bonds, Series 2006 B,  
(United States Department of Agriculture) and  
Water Revenue Bonds, Series 2006 C  
(West Virginia Infrastructure Fund)

SECOND SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO RESERVE PAYMENT DATES OF THE WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND THE WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) OF LAVALETTE PUBLIC SERVICE DISTRICT.

WHEREAS, the Public Service Board (the "Governing Body") of Lavalette Public Service District (the "Issuer") has duly and officially adopted a bond resolution on February 21, 2006 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF LAVALETTE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BOND, SERIES 2006 A, NOT MORE THAN \$713,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) AND NOT MORE THAN \$1,918,050 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 C (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 THE LOAN

AGREEMENTS 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 Resolution when used herein;

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2006 A (United States Department of Agriculture); Water Revenue Bonds, Series 2006 B (United States Department of Agriculture) and Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2006 A Bonds", the "Series 2006 B Bonds" and the "Series 2006 C Bonds"), in the respective aggregate principal amounts not to exceed \$2,000,000, \$713,000 and \$1,918,050, and has authorized the execution and delivery of the loan agreement relating to the Series 2006 C Bonds, including all schedules and exhibits attached thereto, 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") (the "Loan Agreement"), all in accordance with Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the 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 Bond Resolution provides that it may be amended by supplemental resolution;

WHEREAS, the Issuer adopted a Supplemental Resolution on February 21, 2006 entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE) AND WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), OF LAVALETTE PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2006 C BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2006

A BONDS AND SERIES 2006 B BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2006 C BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; PROVIDING FOR THE RE-DESIGNATION OF RESERVE ACCOUNT FOR THE SERIES 1973 BONDS AND AMENDMENT OF PRIOR RESOLUTION TO EFFECT SUCH TRANSFER; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Governing Body deems it essential and desirable that this second supplemental resolution (the "Second Supplemental Resolution") be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LAVALETTE PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Bond Resolution and the Act, this Second Supplemental Resolution is adopted.

Section 2. Article V, Section 5.03A, Paragraph 4 of the Resolution is hereby amended in its entirety to read as follows:

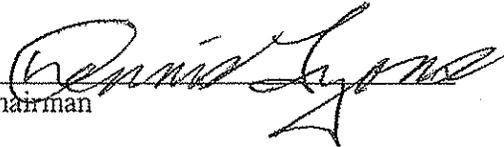
(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Commission or Depository Bank, as applicable the amounts required by the Prior Resolution to be deposited in the Reserve Fund for the Prior Bonds; (ii) beginning on the date specified by the purchaser, but in any event not later than the 24<sup>th</sup> monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission, for deposit in the Series 2006 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2006 A Bonds Reserve Account equals the Series 2006 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 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 2006 A Bonds Reserve Requirement; (iii) beginning on the date specified by the purchaser, but in any event not later than the 24<sup>th</sup> monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission , for deposit in the Series 2006 B Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2006 B Bonds Reserve Account

equals the Series 2006 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 B 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 2006 B Bonds Reserve Requirement and (iv) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 C Bonds, for deposit in the Series 2006 C Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 C Bonds Reserve Requirement, until the amount in the Series 2006 C Bonds Reserve Account equals the Series 2006 C Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 C 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 2006 C Bonds Reserve Requirement.

Section 3. This Second Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 19 day of June, 2007

LAVALETTE PUBLIC SERVICE DISTRICT

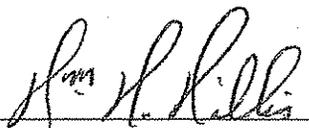
By:   
Its: Chairman

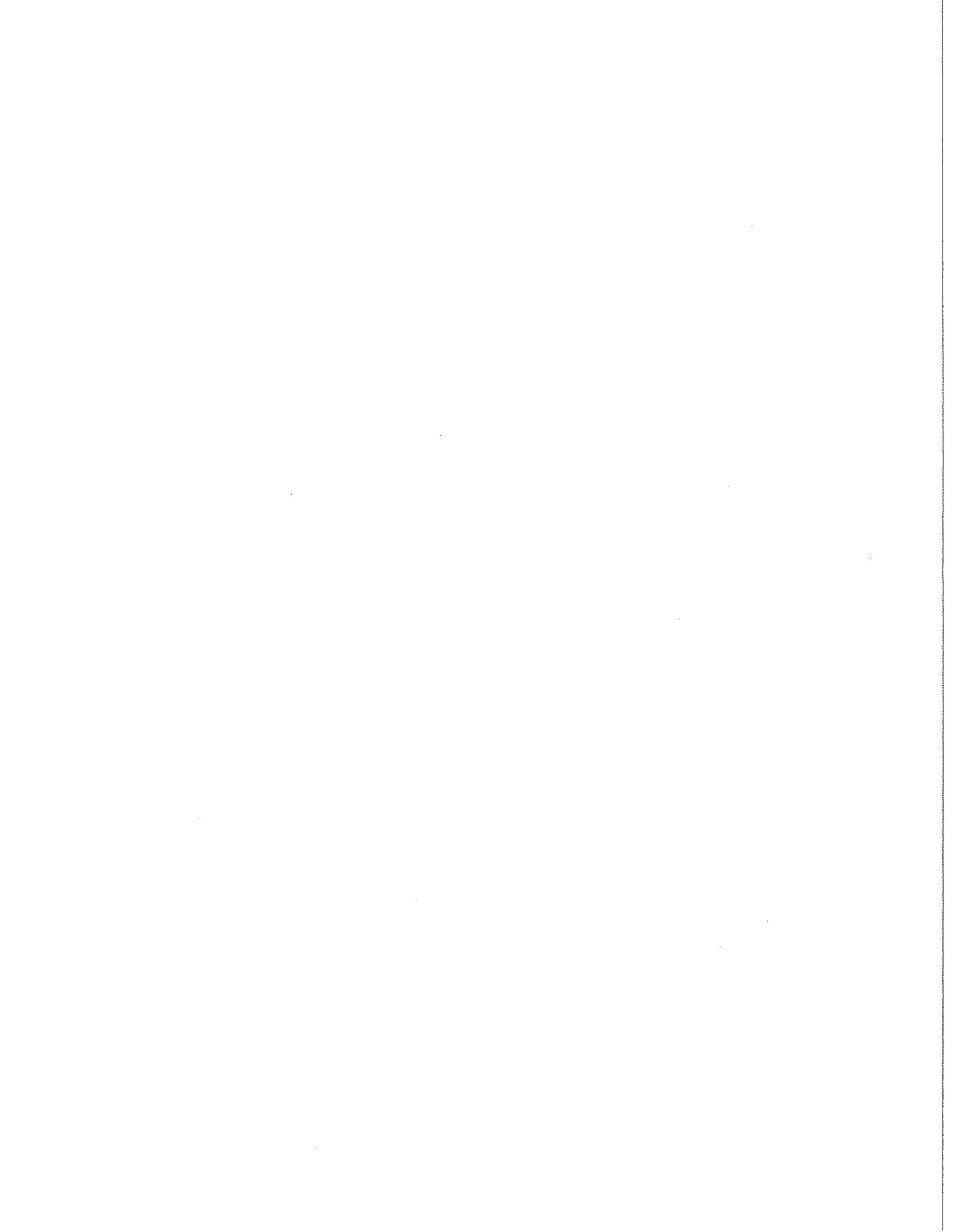
CERTIFICATION

Certified a true copy of a Second Supplemental Resolution duly adopted by LAVALETTE  
PUBLIC SERVICE DISTRICT on the 19th day of June, 2007

Dated: 6-19, 2007

[SEAL]

  
\_\_\_\_\_  
Secretary



LAVALETTE PUBLIC SERVICE DISTRICT  
\$370,000 Waterworks Revenue Bonds,  
Series 1972

BOND RESOLUTION  
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LAVALETTE PUBLIC SERVICE DISTRICT

RESOLUTION ORDERING AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONAL WATER FACILITIES FOR LAVALETTE PUBLIC SERVICE DISTRICT AND THE ISSUANCE OF \$370,000 WATERWORKS REVENUE BONDS, SERIES 1972, ON A PARITY WITH THE WATER-WORKS SYSTEM REVENUE BONDS, SERIES A, OF THE DISTRICT

WHEREAS, Lavalette Public Service District (herein called the "District"), in Wayne and Cabell Counties, West Virginia, has heretofore been duly created and is now organized and operating as a public corporation and a political subdivision of the State of West Virginia under the provisions of Article 13A of Chapter 16 of the Official West Virginia Code of 1931, as amended and supplemented (herein called the "Act"), and the Public Service Board of the District (herein called the "Board") has heretofore been organized and is now functioning as the governing body of the District, having the duties, powers and authority as provided by the Act; and

WHEREAS, the Public Service Board of the District has heretofore authorized and constructed water facilities within the District to supply water for public and private uses within the District and has heretofore financed the same by issuance of the Water-Works System Revenue Bonds, Series A, of the District, dated June 24, 1966, in the aggregate principal amount of \$486,000, bearing interest at the rate of 3-3/4% per annum, represented by fully registered bonds, now held or insured by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "1966 Bonds"), as provided in the resolution of the Board adopted June 24, 1966 (herein called the "1966 Resolution"); and

WHEREAS, under the provisions of the Act and the 1966 Resolution, the District is authorized and empowered to construct and operate additions, extensions and improvements to said water facilities and to issue additional bonds on a parity with the 1966 Bonds; and

WHEREAS, this Board now desires to authorize the acquisition and construction of additional water facilities and to provide for the financing thereof by the issuance of additional bonds on a parity with the 1966 Bonds as herein-after provided;

NOW, THEREFORE, be it and it is hereby resolved by the Public Service Board of Lavalette Public Service District:

ARTICLE I

FINDINGS, PROVISIONS AS TO 1966  
RESOLUTION AND DEFINITIONS.

Section 1.1. Findings. It is hereby found to be necessary and essential that the District construct and acquire additions, extensions and improvements for the water distribution system owned by the District, briefly described as the acquisition, construction and installation of an extension and an enlargement of said water distribution system to serve additional customers, with necessary appurtenant facilities, all in accordance with, and more particularly described in the plans and specifications therefor prepared by J. H. Milam, Inc., Consulting Engineers, of Dunbar, West Virginia, now on file with the Secretary of the Board, at the estimated cost of \$450,000 (such additions to said water distribution system being herein called the "Project"), of which estimated cost \$370,000 will be provided by the 1972 Bonds and \$80,000 by a grant from the Government. Such cost shall include the cost of acquisition, construction and installation of such additions, the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon temporary construction financing during construction and for six months after completion of the Project; fees and expenses of engineers, fiscal agents and attorneys; expenses for estimates of cost and of revenues; expenses for plans, specifications and surveys; other expenses necessary or incidental to determining the feasibility or practicability of the Project; administrative expenses and such other expenses as may be necessary or incidental to the financing hereby authorized and the construction, acquisition

and placing in operation of the Project (all such costs being herein called "Project Costs").

Section 1.2. 1966 Resolution Applies. The 1972 Bonds shall be on a parity with the 1966 Bonds. Accordingly, the 1966 Resolution is hereby incorporated herein by reference and shall be read as a part hereof, subject to the provisions hereof as to the Project and as to the details of the 1972 Bonds as herein provided.

Section 1.3. Definitions. All terms used in this Resolution shall have the same meanings as defined in the 1966 Resolution unless otherwise expressly provided. The following terms, as used herein, shall have the following meanings:

"Act" means Chapter 16, Article 13A of the West Virginia Code.

"1966 Bonds" means the Water-Works System Revenue Bonds, Series A, of the District dated June 24, 1966, and as described in the preambles hereof.

"1972 Bonds" means the Waterworks Revenue Bonds, Series 1972, in the aggregate principal amount of \$370,000, of the District hereby authorized and the interest coupons appertaining thereto.

"Bonds" means collectively the 1972 Bonds and the 1966 Bonds and any additional bonds issued on a parity with the 1966 Bonds and the 1972 Bonds and the interest coupons appertaining to any of such Bonds.

"Government" means Farmers Home Administration of the United States Department of Agriculture.

"Project" means the additions, extensions and improvements to the water distribution system of the District hereby authorized and described in Section 1.1 above.

"Project Costs" means all costs of the Project as defined of Section 1.1 above.

"1966 Resolution" means the Bond Authorizing Resolution adopted by the Public Service Board of the District on June 24, 1966, authorizing issuance of the 1966 Bonds.

"System" means the water distribution system of the District as expanded by the Project and all additions thereto and improvements thereof and all facilities, properties and accounts appertaining thereto, both now existing and hereafter added.

ARTICLE II

COMPLIANCE WITH 1966 RESOLUTION FOR  
ISSUANCE OF ADDITIONAL PARITY BONDS

Section 2.1. Statement of Compliance. The Board hereby declares and certifies that all requirements and provisions, expressed and implied, for the issuance of additional parity bonds as set out in Section 14 of the 1966 Resolution have been accomplished, completed and complied with, including, but not limited to, the following:

(A) The District has received and has on file with the Secretary of the Board the written approval of the State Director of Farmers Home Administration for the issuance of the 1972 Bonds on a parity with the 1966 Bonds.

(B) The 1972 Bonds are to be issued for the purpose of financing the costs of construction and acquisition of extensions, additions and improvements to the System.

(C) The District has entered into written contracts for the immediate acquisition and construction of the additions, extensions or improvements to the System which are to be financed by the 1972 Bonds.

(D) The District covenants and agrees that it will comply fully with all the increased payments into the various funds established by the 1966 Resolution as required by the issuance of the 1972 Bonds.

(E) The District is not and has not been in default as to any payments required by Section 13 of the 1966 Resolution for a period of not less than twenty-four months immediately preceding the date of adoption hereof and the date of issuance of the 1972 Bonds. The District has made all the payments into the respective funds as provided for in the 1966 Resolution,

and all other payments provided for therein have been or will be made as required to the date of issuance of the 1972 Bonds, and the District has complied and will continue to comply fully with all the covenants, agreements and terms of the 1966 Resolution.

(F) The net operating income of the District will be sufficient to pay all expenses of operation and maintenance of the System and the principal of and interest on the 1966 Bonds and the 1972 Bonds as they mature and become due and to meet all requirements of the 1966 Resolution as supplemented by this Resolution.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION,  
REGISTRATION AND ISSUE OF 1972 BONDS

Section 3.1. Authorization of 1972 Bonds. Subject and pursuant to the provisions of this resolution, Bonds of the District, to be known as "Waterworks Revenue Bonds, Series 1972" are hereby authorized to be issued in the aggregate principal amount of not exceeding Three Hundred Seventy Thousand Dollars (\$370,000) for the purpose of financing part of the costs of the construction and acquisition of the Project.

Section 3.2. Description of 1972 Bonds. The 1972 Bonds may be issued in coupon or single, fully registered form, and shall be dated on the date of delivery. The 1972 coupon Bonds shall be in the denomination of \$1,000 each, shall be numbered in order of maturity, lowest number first, and shall bear interest, payable annually on January 1 of each year, at the rate or rates of not to exceed the rate of five per centum (5%) per annum and a net interest cost of not to exceed the rate of five per centum (5%) per annum. The minimum price for the 1972 Bonds shall be the par value thereof. Coupon and single, fully registered 1972 Bonds shall be exchangeable and interchangeable at the expense of the holder on 90 days' notice in writing to the District, provided that single, fully registered 1972 Bonds issued upon initial delivery of the 1972 Bonds by the District shall be exchangeable for coupon Bonds at the expense of the District.

The 1972 Bonds shall mature serially in numerical order, lowest numbers first, on January 1 in years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1975	\$ 3,000	1988	\$ 7,000	2001	\$12,000
1976	3,000	1989	7,000	2002	13,000
1977	3,000	1990	7,000	2003	13,000
1978	4,000	1991	7,000	2004	14,000
1979	4,000	1992	8,000	2005	15,000
1980	5,000	1993	8,000	2006	15,000
1981	5,000	1994	9,000	2007	17,000
1982	5,000	1995	9,000	2008	17,000
1983	5,000	1996	10,000	2009	18,000
1984	5,000	1997	10,000	2010	19,000
1985	6,000	1998	10,000	2011	20,000
1986	6,000	1999	11,000	2012	22,000
1987	6,000	2000	12,000		

The 1972 Bonds shall be redeemable prior to their respective stated dates of maturity at the option of the District, in whole or in part, in inverse numerical order on January 1, 1984, and on any January 1 thereafter at the price of the par value thereof and accrued interest to the date of redemption, subject to earlier redemption as provided herein or in the 1966 Resolution.

Any redemption of Bonds shall, to the extent feasible, be on an equal pro rata basis in ratio to the amount of the original issue of each series of parity Bonds.

Notice of the redemption of any of the 1972 Bonds shall be published in the City of New York, New York, and notice of any such redemption shall be sent by registered or certified mail to the holders of registered 1972 Bonds. If all 1972 Bonds to be redeemed are registered other than to bearer, no publication of such redemption need be made. Interest shall cease upon any of the 1972 Bonds so called for prior redemption on the date fixed for redemption, provided payment thereof has been duly made or provided for.

The 1972 Bonds shall be payable with respect to both principal and interest in lawful money of the United States of America at The Guaranty National Bank, at

Huntington, West Virginia, or at First National City Bank, New York, New York, at the option of the holder, unless otherwise provided in and for the single, fully registered Bond, and shall bear interest from their date, payable in accordance with and, as to coupon Bonds not registered as to interest, upon the surrender of the appurtenant interest coupons as they severally mature.

Section 3.3. Execution of 1972 Bonds and Coupons.

The 1972 Bonds shall be executed in the name of the District by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed any of the 1972 Bonds shall cease to be such officer before the 1972 Bonds so signed and sealed shall have been actually sold and delivered, such 1972 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 1972 Bond may be signed and sealed on behalf of the District by such person as at the actual time of the execution of such Bonds shall hold the proper office on the Board, although at the date of such Bond such person may not have held such office or may not have been so authorized.

The coupons to be attached to the 1972 Bonds shall be authenticated with the facsimile signatures of the present or any future Chairman and Secretary, and the District may adopt and use for that purpose the facsimile signature of any person who shall have been such Chairman or Secretary at the time when such 1972 Bonds shall be actually sold and delivered.

Section 3.4. Negotiability and Registration. The 1972 Bonds in coupon form shall be and have all the qualities and incidents of negotiable instruments under the laws of the

State of West Virginia and shall pass by delivery except when registered. The 1972 Bonds in coupon form may be converted into Bonds registered as to both principal and interest in accordance with the provisions of the forms hereinafter provided.

Section 3.5. Bonds Secured by Pledge of Revenues.

The payment of the debt service of all the 1972 Bonds and the 1966 Bonds shall be secured forthwith equally and ratably by a first lien on the net revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. The net revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bonds, and to make the payments into the Sinking Fund and otherwise as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

Section 3.6. Forms of 1972 Bonds and Coupons.

Subject to the provisions of this resolution, the text of the 1972 Bonds, the provisions for registration to be endorsed thereon, the coupons, the single Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted by this resolution or any subsequent resolution adopted prior to the issuance thereof:

(Form of Coupon Bonds)

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LVALETTE PUBLIC SERVICE DISTRICT  
WATERWORKS REVENUE BOND  
SERIES 1972

No. \$1,000

LVALETTE PUBLIC SERVICE DISTRICT, a public service district in the Counties of Wayne and Cabell, State of West Virginia, and a public corporation and political subdivision of the State of West Virginia (herein called the "District"), for value received, hereby promises to pay to the bearer, or, if this Bond be registered, to the registered holder as herein provided, on the first day of January, , from the revenues hereinafter mentioned, the principal sum of

ONE THOUSAND DOLLARS

with interest thereon at the rate of \_\_\_\_\_ per centum ( %) per annum, payable on the first day of January of each year, upon the presentation and surrender of the annexed coupons as they severally fall due, unless this Bond be converted into a Bond registered as to both principal and interest. Both principal of and interest on this Bond are payable in lawful money of the United States of America at The Guaranty National Bank, at Huntington, West Virginia, or, at the option of the holder, at First National City Bank, New York, New York.

The Bonds of the issue of which this Bond is one may be redeemed prior to their stated maturities, without premium, at the option of the District as a whole, or in part in inverse numerical order, on any January 1 beginning January 1, 1984, as provided in the resolutions hereinafter mentioned, subject to earlier redemption from moneys in the

Project Construction Account as provided in said resolutions. Notice of any such redemption shall be published at least once not less than thirty nor more than sixty days prior to the redemption date in a financial newspaper published in the City of New York, New York. Interest shall cease upon this Bond after the date fixed for redemption if it shall be duly called for prior redemption and payment thereof duly provided for.

This Bond is one of an authorized issue of Bonds (herein called the "1972 Bonds") in the aggregate principal amount of Three Hundred Seventy Thousand Dollars (\$370,000) of like date, tenor and effect, except as to number\* and date of maturity issued to finance part of the cost of the construction and acquisition of additions, extensions and improvements to the waterworks of the District under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13A, Chapter 16 of the West Virginia Code (herein called the "Act") and other applicable statutes, and a resolution duly adopted by the Public Service Board of the District.

The Bonds of the issue and series of which this Bond is one are on a parity with the Water-Works System Revenue Bonds, Series A, of the District dated June 24, 1966, initially issued in the aggregate principal amount of \$486,000 (herein called the "1966 Bonds"). The 1966 Bonds were issued pursuant to a resolution of the Board adopted June 24, 1966 (herein called the "1966 Resolution"), and the Bonds of the issue and series of which this Bond is one have been authorized and issued in full compliance with the 1966 Resolution.

\* add, "interest rate" if more than one rate

Any redemption of the 1972 Bonds shall, to the extent feasible, be on an equal pro rata basis with the 1966 Bonds and other parity bonds in ratio to the amount of the original issue of each series.

This Bond and the coupons appertaining hereto and the 1966 Bonds and the coupons appertaining thereto are payable solely from, and secured by a first lien on and pledge of, the net revenues derived from the operation of said waterworks, with monthly payments from such revenues to be made into the Sinking Fund with the State Sinking Fund Commission for payment of the principal hereof and interest hereon, in the manner provided in said resolutions, and do not and shall not in any event constitute an indebtedness of the District within the meaning of any constitutional or statutory limitations, and the District shall never be obligated to pay this Bond or the interest hereon except from the revenues of said waterworks system, as provided in said resolutions. The District covenants with the holders of the Bonds of the issue and series of which this Bond is one to establish and at all times maintain such rates and collect such charges for the services and facilities of said waterworks, and to revise the same from time to time, whenever necessary, as will always provide revenues in each fiscal year sufficient to make the required payments into the Sinking Fund and the reserves and accounts as provided in said resolutions for the 1966 Bonds and the 1972 Bonds, and to pay all necessary expenses of operating and maintaining the said waterworks during each fiscal year, and the District has entered

Additional Bonds of a parity with this Bond and the Bonds of the issue and series of which this Bond is one, and

lien and source of and security for payment, may be issued under the provisions and restrictions contained in the 1960 Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in regular and due form, time and manner as required by the laws and Constitution of the State of West Virginia applicable thereto, and that the issuance of this Bond and of the issue and series of Bonds of which this Bond is one is not in violation of any constitutional or statutory limitation of indebtedness.

This Bond, under the provisions of the Act, is, and has all the qualities and incidents of, a negotiable instrument.

This Bond and the interest hereon are exempt from taxation by the State of West Virginia and the other taxing bodies of said State.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be signed by the Chairman of its Public Service Board and its corporate seal to be affixed hereto and attested by the Secretary of said Board, and the annexed coupons to be executed with the facsimile signatures of said Chairman and said Secretary, all as of the \_\_\_\_ day of \_\_\_\_\_, 1972.

LAVALETTE PUBLIC SERVICE DISTRICT

By \_\_\_\_\_  
Chairman of its Public  
Service Board

ATTEST:  
(SEAL)

\_\_\_\_\_  
Secretary of its Public Service Board

(Form of Coupon)

\$

On the first day of January, 19 , unless the Bond to which this coupon was originally attached shall have been callable and duly called for prior redemption and payment of the redemption price duly made or provided for, Lavalette Public Service District, in Wayne and Cabell Counties, West Virginia, will pay to the bearer at The Guaranty National Bank, at Huntington, West Virginia, or, at the option of the holder, at First National City Bank, New York, New York, solely from the revenues described in the Bond to which this coupon is attached, the sum shown hereon in lawful money of the United States of America, upon presentation and surrender of this coupon, being the interest then due on its Waterworks Revenue Bond, Series 1972, No. .

LVALETTE PUBLIC SERVICE DISTRICT

By (facsimile signature)  
Chairman, Public Service Board

ATTEST:

(facsimile signature)  
Secretary, Public Service Board

CERTIFICATE OF CONVERSION

It is hereby certified over my signature and the official seal of the issuing Public Service District that upon the presentation of the within bond with a written request by the holder thereof for its conversion into a bond registered as to both principal and interest, there have been this day cut off and destroyed \_\_\_\_\_ interest coupons attached thereto, of the amount and value of \_\_\_\_\_ each, being all the coupons for interest on the within Bond payable after the date of this certificate, and that the interest at the rate and on the dates stated in the within bond and as was provided by the coupons, as well as the principal, is to be paid to the registered holder hereof, his legal representatives, successors or transferees, at the place stated in the within bond and as was stated in the coupons. The principal of and interest on this Bond shall be payable only to the registered holder hereof named in the registration blank below, or his legal representative, and this Bond shall be transferable only on the books of the registrar kept in the office of the undersigned, and by an appropriate notation in such registration blank. When registered the registrar shall treat the registered owner as the person exclusively entitled to payment of interest and the exercise of all other rights and powers of the owner prior to due presentment for registration of transfer.

Dated: \_\_\_\_\_, 19\_\_\_\_.

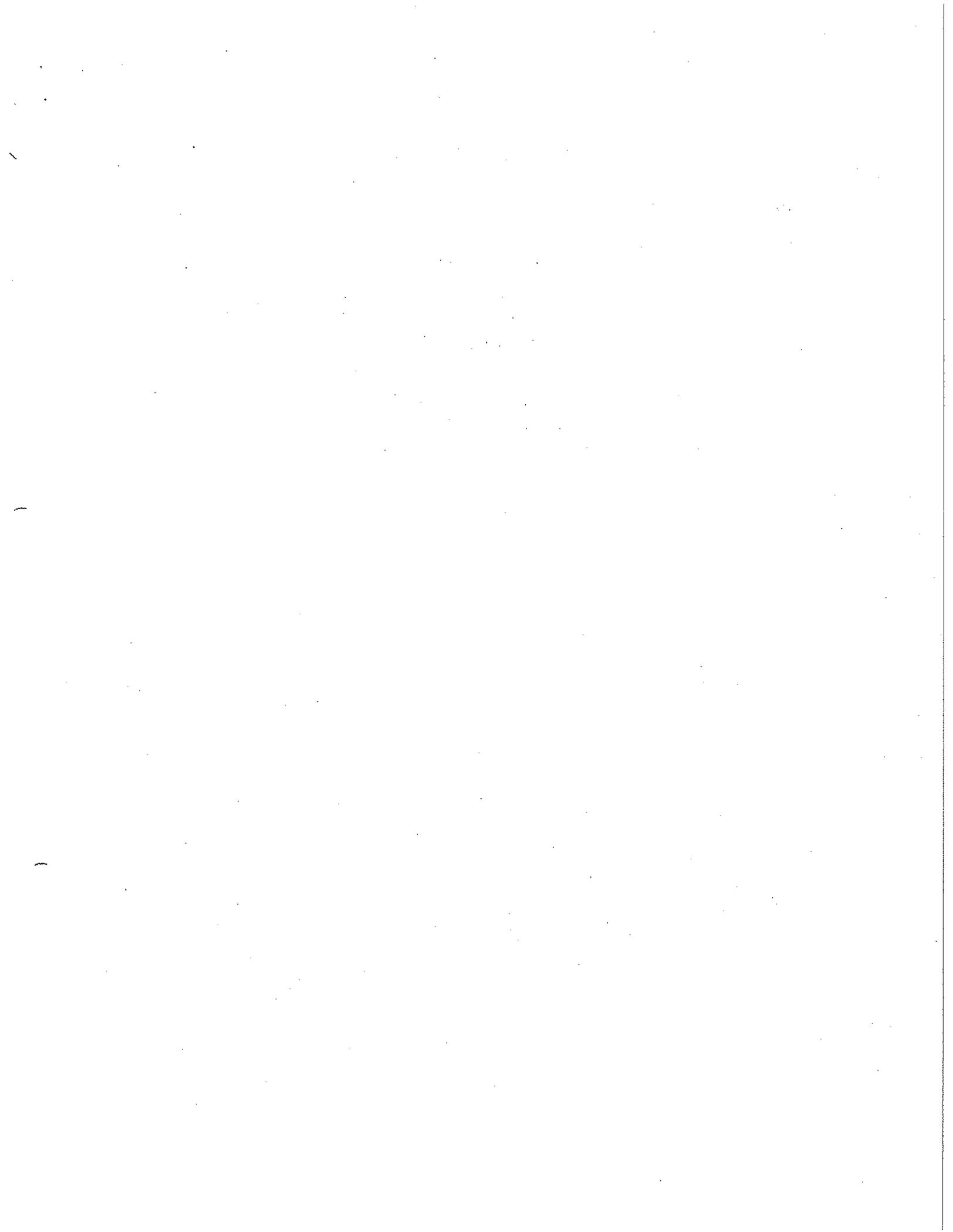
\_\_\_\_\_, Registrar

(SEAL OF PUBLIC SERVICE DISTRICT)

Date of Registration

In Whose Name Registered

Signature of Treasurer of Public Service District as Registrar

(Form of Single, Fully Registered Bond)

REVENUE BOND

No. R-1

LVALETTE PUBLIC SERVICE DISTRICT

Date:         , 1973

FOR VALUE RECEIVED, LVALETTE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), at its office in Wayne, West Virginia, or at such other place as the Government may hereafter designate in writing, the principal sum of Three Hundred Seventy Thousand Dollars (\$370,000), plus interest on the unpaid principal balance at the rate of five per cent (5%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Interest only on January 1, 1973, and January 1, 1974, and \$21,950 annually thereafter on January 1, except that the final installment shall be paid at the end of forty (40) years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the

Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith, is issued for the purpose of providing funds for financing costs of construction and acquisition of additions and extensions to the existing waterworks of the Borrower, and is payable solely from the revenues to be derived from the operation of such waterworks after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the waterworks. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 13A of Chapter 16

of the West Virginia Code (herein called the "Act").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961. This Bond shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

This Bond and the Bonds of the issue and series of which this Bond is one are on a parity with the Water-Works System Revenue Bonds, Series A, of the Borrower issued in the aggregate principal amount of \$486,000 pursuant to a Resolution adopted by the Public Service Board of the Borrower on June 24, 1966.

(CORPORATE SEAL)

LAVALETTE PUBLIC SERVICE DISTRICT  
(Name of Borrower)

\_\_\_\_\_  
(Signature of Executive Official)

ATTEST:

Chairman, Public Service Board  
(Title of Executive Official)

\_\_\_\_\_  
(Signature of Attesting Official)

Secretary, Public Service Board  
(Title of Attesting Official)

Lavalette  
(Post Office Box No. or Street Address)

West Virginia 25535  
(City, State and Zip Code)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$		(6) \$	
(2) \$		(7) \$	
(3) \$		(8) \$	
(4) \$		(9) \$	
(5) \$		(10) \$	

TOTAL

Pay to the Order of \_\_\_\_\_  
 \_\_\_\_\_

UNITED STATES OF AMERICA  
 FARMERS HOME ADMINISTRATION

By \_\_\_\_\_  
 \_\_\_\_\_ (Title)

ARTICLE IV

COVENANTS OF DISTRICT

Section 4.1. Bond Proceeds; Project Construction Account. All moneys received from the sale of any or all the 1972 Bonds and the proceeds of said grant and all construction loans shall be deposited on receipt by the District in The Guaranty National Bank, Huntington, West Virginia, a member of Federal Deposit Insurance Corporation (FDIC) in a special account heretofore created and designated as "Lavalette Public Service District 1972 Construction Account" (herein called the "Project Construction Account"). The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by such bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the District solely for the purposes provided in this resolution.

Until completion of construction of the Project, the District will transfer from the Project Construction Account and deposit in the Sinking Fund, not later than fifteen days prior to the next interest payment date, such sums as shall be from time to time required to pay the interest becoming due on the 1972 Bonds on such interest payment date.

If the District shall determine at any time that all funds on deposit in the Project Construction Account exceed the estimated disbursements on account of the Project for the

ensuing 90 days, the District may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, which shall mature not later than eighteen months after the date of such investment. All such investments and the income therefrom shall be carried to the credit of the Project Construction Account.

When construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be promptly used to redeem or prepay the latest maturing 1972 Bonds and any residue shall be deposited in the Sinking Fund. The 1972 Bonds shall be subject to such redemption or prepayment without premium under the conditions stated in this paragraph.

Section 4.2. Covenants of 1966 Resolution Applicable; Increases in Bond Fund, Reserve Fund and Repair and Replacement Fund. The Board covenants that all covenants and provisions of the 1966 Resolution shall apply equally and ratably to the 1966 Bonds and the 1972 Bonds, and all payments, funds and accounts provided and established by the 1966 Resolution are hereby recognized and confirmed as applying to the 1972 Bonds, subject to the provisions hereof. Deposits to be made monthly into the Bond Fund established by Section 13B of the 1966 Resolution shall be of a sum equal to at least one-twelfth (1/12th) of the next maturing annual installment of principal and interest on all the Bonds.

The monthly deposits provided to be made into the Reserve Fund established by Section 13C of the 1966 Resolution shall be not less than 20% of the total amount deposited monthly into the said Bond Fund. No further deposits into said Reserve

Fund shall be required when there is, and so long as there remains on deposit, in the Reserve Fund the sum of \$47,000, and the "Minimum Reserve" defined in said Section 13C shall be the sum of not less than \$47,000. Use of moneys in the Reserve Fund for making payments on any of the Bonds or the interest thereon shall be for the equal benefit of the 1966 Bonds and the 1972 Bonds.

Monthly payments into the Repair and Replacement Fund established by Section 13E of the 1966 Resolution shall be increased to \$500 until moneys in such Repair and Replacement Fund equal not less than \$47,000. Funds on deposit in said Repair and Replacement Fund shall be transferred to the Bond Fund to the extent required to eliminate any deficiency in the Bond Fund.

Section 4.3. Tap Fees. Prior to issuance of the 1972 Bonds, the District shall collect tap fees of \$100 each from at least 158 additional bona fide customers, in the aggregate sum of not less than \$15,800, all tap fees to be deposited in the Revenue Fund established by Section 12 of the 1966 Resolution.

ARTICLE V  
RATES, ETC.

Section 5.1. Rates, Charges and Rules. The rates, charges and rules now in effect for the Waterworks System shall apply initially, but shall be increased whenever necessary to comply with the covenants hereof and of the 1966 Resolution, and as provided in Section 16B and C of the 1966 Resolution.



ARTICLE VI  
MISCELLANEOUS

Section 6.1. Resolutions Constitute Contract. The provisions of this Resolution, together with the provisions of the 1966 Resolution, as hereby supplemented, amended and provided, shall jointly constitute a contract between the District and the holders of the Bonds, and after the issuance of any of the 1972 Bonds no change, variation or alteration of any kind of the provisions of this Resolution or of the 1966 Resolution shall be made in any manner, except as herein and in the 1966 Resolution provided.

Section 6.2. Separability. If any section, paragraph, clause or provision of this Resolution shall 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 Resolution or of the Bonds or coupons, it being hereby declared that all the same are separable.

Section 6.3. 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 6.4. Filing Under Uniform Commercial Code. The District and the original purchaser of the Bonds shall execute Financing Statements meeting the requirements of the Uniform Commercial Code of West Virginia, and promptly thereafter the District shall file such Financing Statements in the offices of the Secretary of State of the State of West Virginia and of the Clerks of the County Courts of the aforesaid Counties. The Chairman of the Board is authorized and directed

to execute such Financing Statements for the District.

Section 6.5. Sale of 1972 Bonds. The Secretary of the Board is hereby authorized and directed to cause notice for bids for the purchase of all the 1972 Bonds, but not less than all, to be published at least once not less than five days prior to the date fixed for the receipt of bids, in a newspaper published and of general circulation in Wayne County.

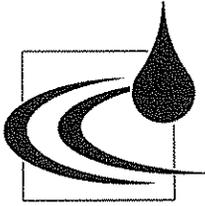
Section 6.6. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed, provided, however, that the provisions of the 1966 Resolution shall apply as herein provided.

Section 6.7. Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted:

Chairman of Public Service Board

Secretary of Public Service Board



**WEST VIRGINIA**  
**Water Development Authority**  
*Celebrating 35 Years of Service 1974 - 2009*

May 20, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Bassett & Lowe, CPA, the independent certified public accountant, and the opinion of Steptoe & Johnson PLLC, bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative of the West Virginia Water Development Authority (the "Authority"), the registered owner of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), in the original aggregate principal amount of \$1,526,000, and Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), in the original aggregate principal amount of \$843,000, by the Lavalette Public Service District (the "Issuer"), under the terms of the ordinance authorizing the Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), dated February 23, 2006 issued in the original aggregate principal amount of \$1,918,050 (the "Prior Bonds").

The Authority, as registered owner of the Issuer's Waterworks Revenue Design Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated August 28, 2007, issued in the original aggregate principal amount of \$200,000 (the "Series 2007 A Bonds"), hereby consents to the early payment of the Series 2007 A Bonds.

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

Authorized Representative



**United States Department of Agriculture  
Rural Development  
West Virginia State Office**

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

**TO WHOM IT MAY CONCERN:**

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), in the original aggregate principal amount of \$1,526,000, and the Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), in the original aggregate principal amount of \$843,000 (collectively, the "Bonds"), by Lavalette Public Service District (the "Issuer"), under the terms of the bond resolution authorizing the issuance of the Bonds (the "Resolution"), on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding: (1) Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000; (2) Water Revenue Bonds, Series 2006 A, dated February 23, 2006, issued in the original aggregate principal amount of \$2,000,000; and (3) Water Revenue Bonds, Series 2006 B, dated February 23, 2006, issued in the original aggregate principal amount of \$713,000 (collectively, the "Prior Bonds"); and (ii) waives any requirements imposed by the Prior Bonds or the resolution authorizing the Prior Bonds (the "Prior Resolution"), regarding the issuance of parity bonds which are not met by the Bonds or the Resolution.

WITNESSETH my signature on this 18th day of May, 2009.

  
\_\_\_\_\_  
Acting State Director

75 High Street Federal Building • Suite 320 • Morgantown, WV 26505-7500  
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Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of United Bank, Inc., the present holder of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), in the original aggregate principal amount of \$1,526,000, and the Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), in the original aggregate principal amount of \$843,000 (collectively, the "Bonds"), by Lavalette Public Service District (the "Issuer"), under the terms of the bond resolution authorizing the issuance of the Bonds (the "Resolution"), on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding Water Revenue Bonds, Series 2004 A, dated April 23, 2004, issued in the original aggregate principal amount of \$533,721 (the "Prior Bonds"); and (ii) waives any requirements imposed by the Prior Bonds or the resolution authorizing the Prior Bonds (the "Prior Resolution"), regarding the issuance of parity bonds which are not met by the Bonds or the Resolution.

Dated this 18th day of May, 2009.

UNITED BANK, INC.

By:   
Its: Authorized Officer

05.04.09  
509380.00003



**United States Department of Agriculture  
Rural Development  
West Virginia State Office**

May 5, 2009

Dennis J. Lyons, Sr., Chairman  
Lavalette Public Service District  
5308 Route 152  
Lavalette, WV 26410

**SUBJECT: Lavalette Public Service District  
Route 37 Waterline Extension Project  
(RUS Loans - \$1,526,000 and \$843,000; RUS Grants - \$1,000,000 and \$839,000)  
Closing Instructions**

Dear Mr. Lyons:

The closing for the subject loan will be held on May 14, 2009, at 10:00 am at the Lavalette PSD's office. The loan and grant must be handled and closed in accordance with your letter of conditions dated August 25, 2006 and its amendment dated March 14, 2008. All of the requirements of those letters must be met and in addition, the loans and grants must be closed in accordance with RD Instruction 1942-A and RUS Instruction 1780. The following instructions and comments are offered:

1. RUS will need to sign and date the RD Grant Agreement at closing.
2. Form AD 1048, "Certification Regarding Debarment – Lower Tier Covered Transactions," should be provided on contractor(s).
3. Form RD 1927-10, "Final Title Opinion," effective the date of loan closing will need to be provided.
4. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," should be provided showing no exceptions. It is noted that the current Form RD 442-22 dated February 9, 2009 shows three exceptions.
5. The certification on the Loan Resolution will need to be completed at closing.
6. You are reminded that the initial loan was obligated at the intermediate interest rate of 4.50%. The subsequent loan was obligated at the intermediate interest rate of 4.375%. Bond Counsel will be notified with a copy of this letter.

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Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

7. On May 14, 2009, the date of the preliminary closing, the applicant must provide evidence of all required insurance and position fidelity bond coverage in compliance with Item 11 of the letter of conditions dated August 25, 2006.
8. A compliance review will need to be conducted by the RUS prior to the start of construction.

If you have any questions regarding the above, please do not hesitate to contact me at (304) 776-5298 ext. 116.

Sincerely,

Tracey Rowan  
Community Programs Specialist

cc: Katy Mallory  
Randall Wall  
Darrell Wellman  
Randall Lewis  
Mark McGettigan

Enclosure (budget)

Revised Budget for Lavalette PSD  
 Route 37 Water Project  
 22-Apr-09

Project Construction Budget

<u>PROJECT COST</u>	<u>RUS SUB GRANT</u>	<u>RUS SUB LOAN</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 839,000	\$ 843,000	\$ 127,363.06	\$ 548,125	\$ 2,357,488.06
CONST. CONTINGENCY			\$ 872,636.94		\$ 872,636.94
LAND & RIGHTS				\$ 50,000	\$ 50,000
LEGAL FEES LOCAL				\$ 7,500	\$ 7,500
BOND COUNSEL				\$ 21,350	\$ 21,350
LEGAL FEES PSC				\$ 7,500	\$ 7,500
ACCOUNTING				\$ 6,000	\$ 6,000
ENGINEERING FEES				\$ 675,000	\$ 675,000
INTEREST				\$ 115,000	\$ 115,000
PROJECT CONTG.				\$ 95,525	\$ 95,525
<b>TOTAL</b>	<b>\$ 839,000</b>	<b>\$ 843,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,526,000</b>	<b>\$ 4,208,000</b>



**United States Department of Agriculture  
Rural Development  
West Virginia State Office**

March 14, 2008

Mr. Dennis Lyons, Chairman  
Lavalette Public Service District  
5308 Route 152  
Lavalette, WV 25535

Re: Amendment No. 1 to  
Letter of Conditions

Dear Mr. Lyons:

This letter, with Attachment No. 1 amends the letter of conditions dated August 25, 2006 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$1,526,000, a subsequent RUS loan in the amount of \$843,000, an initial RUS grant in the amount of \$1,000,000, and a subsequent RUS grant in the amount of \$839,000, for a total project cost of \$4,208,000.

Subject to the requirements noted herein, all of the conditions of the August 25, 2006 letter of conditions remain in effect and must be satisfied prior to loan and grant closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted.

The conditions referred to above are as follows:

Federal Building • 75 High Street • Suite 320 • Morgantown, WV 26705-7500  
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Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202) 720-6382 (TDD).

1. The project construction budget (Attachment No. 1) has been amended to reflect the subsequent funding.
2. Loan Repayment – The subsequent loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. The remaining 456 months will be equal amortized monthly installments. For planning purposes, use a 4.375% interest rate and a monthly amortization factor of .00451 which provides for a monthly payment of \$3,802 on the subsequent loan. (The monthly payment for the initial \$1,526,000 loan is \$7,005 and the monthly payment for the subsequent \$843,000 loan is \$3,802, for a total loan of \$2,369,000 and a total monthly payment of \$10,807.)
3. Users – The conditional commitment is based upon the District providing evidence that there will be at least 3,336 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of 156 signed user agreements and a certification from the District that identifies and attests to the number of users that are actually connected to the District’s water system which is to be partially replaced by the new system, at the time you request authorization to advertise the project for construction bids.
4. The bond for the \$843,000 subsequent loan will need to be a separate bond and it will include the interest rate determined applicable prior to loan closing. It will be satisfactory for the subsequent loan bond to be described in the same loan resolution as the \$1,526,000 initial loan and for all other information and items of the loan resolution and bond transcripts to reflect a \$2,369,000 total loan issue consisting of two or more bonds. A copy of this letter should be provided to your bond counsel immediately.
5. Public Service Commission Approval - You must obtain PSC approval of the project’s proposed financing and user rates as may result from this amendment to the letter of conditions.
6. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided (you must also provide us with a copy of the minutes showing the adoption of the forms associated with the original letter of conditions):

Form 1940-1 – “Request for Obligation of Funds”  
RUS Bulletin 1780-27 – “Loan Resolution”  
RUS Bulletin 1780-12 – “Water or Waste System Grant Agreement”  
Form RD 1942-46 – “Letter of Intent to Meet Conditions”

If the conditions set forth in this letter are not met within six (6) months from the date hereof, RD reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the six-month period and it is determined the Public Service District still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If, during that review, it is determined the budget is no longer current and/or adequate, RD reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rickie E. Rice".

RICKIE E. RICE  
State Director

Enclosures

cc: RUS Rural Development Specialist  
Parkersburg, WV

Bassett & Lowe, CPAs  
Milton, WV

Randall D. Wall, Esquire  
Huntington, WV

E. L. Robinson Engineering Co.  
Charleston, WV

Steptoe & Johnson  
Charleston, WV

Robert R. Rodecker, Esquire  
Charleston, WV

Route 37 Waterline Extension  
Project Construction Budget

<u>PROJECT COST</u>	<u>RUS SUB. GRANT</u>	<u>RUS SUB. LOAN</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 577,825	\$ 482,550	\$ 810,100	\$ 1,066,300	\$ 2,936,775
CONST. CONTINGENCY	\$ 199,900		\$ 40,500	\$ 53,300	\$ 293,700
LAND & RIGHTS				\$ 50,000	\$ 50,000
LEGAL FEES - LOCAL				\$ 7,500	\$ 7,500
BOND COUNSEL		\$ 10,800	\$ 4,200	\$ 6,000	\$ 21,000
LEGAL FEES - PSC				\$ 7,500	\$ 7,500
ACCOUNTING				\$ 6,000	\$ 6,000
ENGINEERING FEES		\$ 346,650	\$ 141,750	\$ 186,600	\$ 675,000
Basic - \$425,000					
Insp. - \$250,000					
INTEREST		\$ 3,000		\$ 112,000	\$ 115,000
PROJECT CONTG.	\$ 61,275		\$ 3,450	\$ 30,800	\$ 95,525
<b>TOTAL</b>	<b>\$ 839,000</b>	<b>\$ 843,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,526,000</b>	<b>\$ 4,208,000</b>

Rates

Available for general domestic, commercial, and industrial service.

First	3,000	gallons @	\$ 11.43	per M gallons
Next	3,000	gallons @	\$ 9.74	per M gallons
Next	24,000	gallons @	\$ 7.96	per M gallons
Next	150,000	gallons @	\$ 6.75	per M gallons
Over	180,000	gallons @	\$ 5.59	per M gallons

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed.

5/8" x 3/4"	meter	\$ 34.29	per month
3/4"	meter	\$ 51.44	per month
1"	meter	\$ 85.73	per month
1 1/2"	meter	\$ 171.45	per month
2"	meter	\$ 274.32	per month
3"	meter	\$ 514.35	per month
4"	meter	\$ 857.25	per month
6"	meter	\$ 1,714.50	per month
8"	meter	\$ 2,743.20	per month

Minimum Monthly Bill \$ 34.29 for 3,000 gallons

Delayed Payment Penalty

The above tariff is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to net amount shown.

If any bill is not paid within sixty (60) days after date, water service to the customer will be discontinued. Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

Connection Charge

Prior to Construction - \$100.00

After the start of construction, there shall be a charge of \$250.00 for connection to the system.

Reconnection Charge

\$20.00

Use and Income Analysis - See Attached

Cash Flow Analysis - See Attached

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM - RESIDENTIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	1,475	2,422.16	1,475						
3,001 - 6,000	1,186	5,077.92		3,558.00	1,519.92				
6,001 - 30,000	390	3,411.92		1,170.00	1,071.92				
30,001 - 180,000	6	331.83		18.00	18.00	144.00	151.83		
Over 180,000	1	84.42		18.00	18.00	24.00	24.42		
Monthly Total	3,058	11,328.25	1,475	4,764.00	2,725.92	1,239.92	176.25	0.00	
Proposed Rates			\$ 34.29	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Monthly Revenues			\$ 50,577.75	\$ 54,452.52	\$ 26,550.46	\$ 9,869.76	\$ 1,189.69	\$ -	\$ 142,640.18
Annual Revenues			\$ 606,933.00	\$ 653,430.24	\$ 318,605.53	\$ 118,437.16	\$ 14,276.25	\$ -	\$ 1,711,682.18

Adjustment Factor      0.983297  
 Adjusted Annual Revenue    \$ 1,683,091.95

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 1" METER - RESIDENTIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	8.00	2.00		60.02					
3,001 - 6,000	4.00	21.00		30.01					
6,001 - 30,000	5.00	61.00		37.51	15.00	31.00			
30,001 - 180,000									
Over 180,000									
Annual Total	17	84.00	0.00	127.54	15.00	31.00	0.00	0.00	
Proposed Rates			\$ 85.73	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Annual Revenues			\$ -	\$ 1,457.78	\$ 146.10	\$ 246.76	\$ -	\$ -	\$ 1,850.64

Adjustment Factor 0.584167

Adjusted Annual Revenue \$ 1,081.08

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 PROPOSED ROUTE 37 EXTENSION

Blocking	Cust.	Gal/ Mo.	Minimum Bills	FIRST 3,000	NEXT 3,000	NEXT 24,000	NEXT 150,000	OVER 180,000	TOTAL REVENUE
0 - 3,000	156	702		468	234				
3,001 - 6,000									
6,001 - 30,000									
30,001 - 180,000									
Over 180,000									
Monthly Total	156	702	0	468	234	0	0	0	
Proposed Rates			\$ 34.29	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Monthly Revenues			\$ -	\$ 5,349.24	\$ 2,279.16	\$ -	\$ -	\$ -	\$ 7,628.40
Annual Revenues			\$ -	\$ 64,190.88	\$ 27,349.92	\$ -	\$ -	\$ -	\$ 91,540.80

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 5/8" METER - COMMERCIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First	Next	Next	Next	Next	Over 180,000	TOTAL REVENUE
				3,000	3,000	24,000	150,000	180,000		
0 - 3,000	764	867.00		2,292.00						
3,001 - 6,000	231	981.00		693.00	288.00					
6,001 - 30,000	243	2,798.00		729.00	729.00	1,340.00				
30,001 - 180,000	12	510.00		36.00	36.00	288.00	150.00			
Over 180,000	1	212.00		3.00	3.00	24.00	150.00		32	
<b>Annual Total</b>	<b>1,251</b>	<b>5,368.00</b>	<b>0.00</b>	<b>3,753.00</b>	<b>1,056.00</b>	<b>1,652.00</b>	<b>300.00</b>	<b>32.00</b>		
<b>Proposed Rates</b>				<b>\$ 34.29</b>	<b>\$ 11.43</b>	<b>\$ 9.74</b>	<b>\$ 7.96</b>	<b>\$ 6.75</b>	<b>\$ 5.59</b>	
<b>Annual Revenues</b>				<b>\$ -</b>	<b>\$ 42,896.79</b>	<b>\$ 10,285.44</b>	<b>\$ 13,149.92</b>	<b>\$ 2,025.00</b>	<b>\$ 178.88</b>	<b>\$ 68,536.03</b>

Adjustment Factor 0.98067

**Adjusted Annual Revenue \$ 67,211.23**

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 1" METER - COMMERCIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	7.00	9.00		52.52					
3,001 - 6,000	2.00	11.00		15.00					
6,001 - 30,000	92.00	1,618.00		276.00	276.00	1,066.00			
30,001 - 180,000	9	399.00		27.00	27.00	216.00	129.00		
Over 180,000									
Annual Total	110	2,037.00	0.00	370.52	303.00	1,282.00	129.00	0.00	
Proposed Rates			\$ 85.73	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Annual Revenues			\$ -	\$ 4,235.04	\$ 2,951.22	\$ 10,204.72	\$ 870.75	\$ -	\$ 18,261.73

Adjustment Factor 0.987772

Adjusted Annual Revenue \$ 18,038.43

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 1 1/2" METER - COMMERCIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	5.00	4.00		75.03					
3,001 - 6,000	1.00	4.00		15.00					
6,001 - 30,000									
30,001 - 180,000									
Over 180,000									
Annual Total	6	8.00	0.00	90.03	0.00	0.00	0.00	0.00	
Proposed Rates			\$ 171.45	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Annual Revenues			\$ -	\$ 1,029.04	\$ -	\$ -	\$ -	\$ -	\$ 1,029.04

Adjustment Factor      0.999662  
 Adjusted Annual Revenue \$    1,028.70

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 2" METER - COMMERCIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	13.00	17.00		312.10					
3,001 - 6,000	5.00	24.00		145.42					
6,001 - 30,000	35	558.00		840.26					
30,001 - 180,000	70	4,217.00		210.00	210.00	1,667.86	2,117.00		
Over 180,000	8	2,304.00		24.00	24.00	192.00	1,200.00	864.00	
Annual Total	131	7,120.00	0.00	1,531.78	234.00	1,859.86	3,317.00	864.00	
Proposed Rates			\$ 274.32	\$ 11.43	\$ 9.74	\$ 7.96	\$ 6.75	\$ 5.59	
Annual Revenues			\$ -	\$ 17,508.25	\$ 2,279.16	\$ 14,804.49	\$ 22,389.75	\$ 4,829.76	\$ 61,811.40

Adjustment Factor      0.97309  
**Adjusted Annual Revenue \$ 60,148.06**

LAVALETTE PUBLIC SERVICE DISTRICT  
OPERATING BUDGET

OPERATING INCOME

Metered Sales	\$ 1,922,140	
Penalties	\$ 43,703	
Other Income	\$ 15,894	
TOTAL OPERATING INCOME		<u>\$ 1,981,737</u>

NON OPERATING INCOME

Interest income	\$ 2,899	
TOTAL NON OPERATING INCOME		<u>\$ 2,899</u>

TOTAL INCOME

\$ 1,984,636

EXPENSES

O & M	\$ 1,454,423	
Taxes	\$ 29,766	
TOTAL EXPENSES		<u>\$ 1,484,189</u>

INCOME AVAILABLE FOR D/S

\$ 500,447

DEBT SERVICE

Existing Bond P & I	\$ 226,663	
United National	\$ 77,760	
Proposed Bond P & I	\$ 84,060	
Proposed Sub. Bond P & I	\$ 45,624	
TOTAL DEBT SERVICE		<u>\$ 434,107</u>

DEBT SERVICE RESERVE

Existing Debt Service Reserve	\$ 21,667	
Proposed Debt Service Reserve	\$ 8,406	
Proposed Sub. Debt Service Reserve	\$ 4,563	
TOTAL DEBT SERVICE RESERVE		<u>\$ 34,636</u>

SURPLUS (DEFICIT)

\$ 31,704

DEBT COVERAGE (A/B)

115%



**United States Department of Agriculture  
Rural Development  
West Virginia State Office**

August 25, 2006

Mr. Dennis Lyons, Chairman  
Lavalette Public Service District  
5308 Route 152  
Lavalette, WV 25535

Dear Mr. Lyons:

This letter, with Attachments 1 through 14 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$1,526,000, an RUS grant in the amount of \$1,000,000, and other funding in the amount of \$2,500,000, for a total project cost of \$5,026,000. The other funding is planned in the form of a loan and grant from the West Virginia Infrastructure and Jobs Development Council.

The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted. Enclosed are the following:

- Attachment No. 1 – Project Construction Budget (All Copies)
- Attachment No. 2 – Water and Waste Processing Checklist (All Copies)
- Attachment No. 3 – RUS Instruction 1780, Subparts A and B (Applicant Copy)
- Attachment No. 4 – RUS Instruction 1780, Subpart C (Engineer Copy)
- Attachment No. 5 – RUS Instruction 1780, Subpart D (Attorney and Bond Counsel Copies)

75 High Street, Federal Building, Suite 320, Morgantown, WV 26505-7500  
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Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."  
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382 (TDD).

Attachment No. 6 – RUS Supplemental General Conditions (Engineer Copy)  
Attachment No. 7 – RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Standard Documents on Water and Waste Project with RUS Financial Assistance”  
Attachment No. 8 – Government Auditing Standards (Revision 2003) (Accountant Copy)  
Attachment No. 9 – RUS Bulletin 1780-30, “Water Programs Audit Guide and Compliance Supplement”  
Attachment No. 10 – RUS Bulletin 1780-31, “Water Programs Compliance Supplement for OMB Circular A-133 Audits”  
Attachment No. 11 – Water Users Agreement (Applicant and Attorney Copies)  
Attachment No. 12 – Declination Statement (Applicant and Attorney Copies)  
Attachment No. 13 – RUS Policy regarding Use of Remaining Funds  
Attachment No. 14 – Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. Loan Repayment – The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 4.5% interest rate and a monthly amortization factor of .00459, which provides for a monthly payment of \$7,005. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly payment each month until you accumulate the equivalent of one annual installment on your loan.

You are reminded that your authority may be required to refinance (graduate) the unpaid balance of its RUS loan, in whole or in part, upon the request of RUS if at any time it shall be determined the authority is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods or time.

2. Security – The loan must be secured by a statutory lien of equal priority with the District’s existing water revenue bonds, a pledge of the system’s revenues and other agreements between you and RUS as set forth in the bond resolution which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.

3. Users – This conditional commitment is based upon you providing evidence that you will have at least 3365 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of 206 signed user agreements and a signed certification from you that identifies and attests to the number of users actually connected to and using the District's existing water system, which is to be partially replaced by the new system, at the time you request authorization to advertise the proposed project for construction bids.

The enclosed Water Users Agreement (~~RUS Bulletin 1780-9~~) will be used. Each user signing an agreement must make a user contribution of \$100. Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a "Service Declination Statement." A guide "Service Declination Statement" is attached for your use. If a potential user refuses to sign either a user agreement or a declination statement, the individual making the contact for the District should complete the declination statement for that potential user and note thereon his/her visit with the potential user, the potential user's refusal to sign, and the reason therefore. The declination statement should also be dated and signed by the individual making the contact.

Before RUS can agree to the project being advertised for construction bids, you must provide evidence that the total required number of bona fide users has been acquired and that all potential users have been offered the proposed service. Information and material evidencing compliance with this requirement must consist of (1) your certification (written) as to the number of users connected to and using the water service of the existing system (paying monthly bills), (2) signed user agreements, (3) signed service declination statements, (4) records evidencing user contributions having been paid, (5) a map locating each potential user's property in the new service area identifying it by number, (6) a list of all signed bona fide users numbered so as to be a cross-reference with the map, and (7) a list of all declination statements numbered so as to be a cross-reference with the map.

4. Bond Counsel Services – The services of a recognized bond counsel are required. The bond counsel will prepare the form of resolution to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.
5. Engineering Services – It will be necessary for you to obtain the services of an engineer. EJCDC No. 1910-1-FA, "Standard Form of Agreement between Owner and Engineer for Professional Services" (Funding Agency Edition) should be used to obtain the services of an engineer. The EJCDC document is issued under copyright and cannot be provided by RUS.

6. Legal Services – It will be necessary for you to obtain the services of a local attorney. For your convenience “RUS Legal Services Agreement” is enclosed for your use.
7. Accounting Services – It will be necessary for you to obtain the services of a qualified accountant. The accountant must agree to develop and provide the following:
  - a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).
  - b. Prior to loan/grant closing, your accountant must certify that the accounts and records as required by your bond resolution have been established and are operational.

The Accountant’s Agreement should be submitted to RUS for review. Compensation in the contract should include only those services identified above and not include payment for construction management services from the accountant unless RUS concurrence is obtained.

RUS regulations (Attachment No. 3) outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on the District. The attached booklets, “Government Auditing Standards (Revised 2003)” (Attachment No. 8), and RUS Bulletins 1780-30 and 1780-31 (Attachment Nos.9 and 10) outline audit requirements.

You are reminded that certain provisions of the Office of Management and Budget Circular A-133 are applicable to any public body or nonprofit association that expends \$500,000 or more in federal funds in any one fiscal year. You must enter into an agreement annually with an accountant (or the State Tax Department) to perform the audit. The agreement must be in accordance with the requirements of the State Tax Commissioner of West Virginia. Compensation for preparation of the A-133 audit or your annual audit are not included in project funds and should be paid from the operational revenues generated from your system operation.

8. Facility Control – Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:

- a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
  - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the District already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.
  - c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
  - d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions. The attorney's legal opinion should include a certification that all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and West Virginia State Code Chapter 54 have been met in the acquisition of both real property and rights-of-way. Such requirements may include, but are not limited to, distributing informational material to all affected property owners, and completing appraisals of the affected properties.
  - e. On the day of loan closing, the District's attorney must furnish final title opinions on all land(s) being acquired. Form RD 1927-10, "Final Title Opinion" may be used. In the case of your existing system or where the District has already acquired real property(s) (land or facilities), the District's attorney will provide a separate final title opinion(s) covering such property(s) on the day of loan closing.
9. Permits – Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits will include but are not limited to the following:

- West Virginia Department of Highways
- Railroads

- State Department of Health
- Department of Environmental Protection
- Corps of Engineers
- Public Land Corporation

10. Public Service Commission Approvals – You must obtain the following from the West Virginia Public Service Commission:

- a. A Certificate of Convenience and Necessity.
- b. Approval of user charges that are acceptable to you and the Rural Utilities Service.
- c. Approval of financing for the project's proposed financing arrangements.

The "Rule 42" Exhibit to be attached to the Public Service Commission application must contain at least the information shown in Attachment No. 1. A copy of the Public Service Commission application and its "Rule 42" Exhibit must be provided for review.

11. Insurance and Bonding Requirements – Prior to preliminary loan closing, you must acquire the following insurance and bond coverage:

- a. Liability Insurance – Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. The limits of liability coverage noted herein should be considered as suggested amounts only. RUS recommends that you consider analyzing your actual needs in detail before you obtain coverage in a specific amount.
- b. Workers' Compensation – In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business practice you will probably wish to have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. During the construction phase of your project, this maximum amount will be much greater than normal; therefore, it is our recommendation that you temporarily increase your coverage by the amount of the estimated highest monthly construction drawdown. Once construction is complete, you may decrease the amount of your coverage. Please note that the cost of the temporary increase in coverage is an eligible project cost.

The minimum coverage acceptable to RUS once your project is in operation will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s).

- d. Real Property Insurance – Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein. This does not apply to water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.

## 12. Contract Documents, Final Plans and Specifications –

- a. The contract documents should consist of the following:
  - i. EJCDC Document No. 1910-8-A-1-FA, 1997 Edition, “Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price” and EJCDC Document No. 1910-8-FA, “Standard General Conditions of the Construction Contract – Funding Agency Edition” and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.
  - ii. “RUS Supplemental General Conditions.”

RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance,” is enclosed for use by your engineer in the preparation of the contract documents (Attachment No. 7).

- b. The contract documents must provide, as a minimum, the following insurance:
  - i. Liability Insurance – Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the District and its engineer. EJCDC Document C-710, “Standard General Conditions of the Construction Contract” (Funding Agency Edition) and Exhibit G to RUS Bulletin 1780-26, “Supplementary Conditions” both suggest certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.

- ii. Builder's Risk Insurance – On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.
    - iii. Workers' Compensation – In accordance with applicable State laws.
  - c. The contract documents and final plans and specifications must be submitted to RUS for approval.
  - d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.
13. State Prevailing Wage Law - You should ensure that all requirements of Article 5A of the West Virginia State Prevailing Wage Law, "Wages for Construction of Public Improvements" are met during construction of the project.
14. Disbursement of Funds – The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of the District, over 30 day periods. Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account.

Public Bodies – Interest earned on grant funds in excess of \$100 per year will be submitted to RUS at least quarterly as required in 7 CFR 3016.

The District will establish a separate fund, to be known and hereafter referred to as the Construction Account, with a lending institution insured by the Federal Deposit Corporation. The account shall be used solely for the purpose of paying the costs of the project as outlined in the construction budget. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account. All deposits in excess of \$100,000 will be secured by a collateral pledge in accordance with Treasury Circular Number 176.

The District must assure that all project funds are expended only for the eligible items included in the final project budget or as may be later approved by RUS.

15. Water Purchase Contract – You propose to purchase treated water from the town of Kenova; therefore, you must enter into a Water Purchase Contract. Form RD 442-30 must be used unless you receive an exception from RUS.
16. Other Project Funds – Prior to advertisement for construction bids, you must provide evidence showing the approval of any other project funds. This evidence

should include a copy of the funding award. Prior to award of the contract(s) to the contractor(s), you must provide evidence that the other project funds are available for expenditure. This evidence should consist of at least a letter from the funding agency stating the funds are available for expenditure.

17. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

Form RD 1940-1 – “Request for Obligation of Funds”  
RUS Bulletin 1780-12 – “Water or Waste System Grant Agreement”  
RUS Bulletin 1780-27 – “Loan Resolution (Public Bodies)”  
Form RD 400-1 – “Equal Opportunity Agreement”  
Form RD 400-4 – “Assurance Agreement”  
Form AD 1047 – “Certification Regarding Debarment – Primary”  
Form AD 1049 – “Certification Regarding Drug-Free Workplace”  
Form RD 1910-11 – “Applicant Certification, Federal Collection Policies”  
RD Instruction 1940-Q, Exhibit A-1, “Certification for Contracts, Grants and Loans”  
Certification of Compliance  
Form RD 1942-46, “Letter of Intent to Meet Conditions”

18. The enclosed Water and Waste Processing Checklist (Attachment No. 2) outlines the items needed to complete the loan and grant docket. All the items listed must be included in the loan and grant docket when it is forwarded to the USDA – Rural Development State Office with a request for loan closing instructions to be issued.

19. Upon receipt of the loan and grant docket, which contains all the items required above, RUS may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RUS with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, and (c) your recommendations for contract awards. If all parties then agree the construction bids received are acceptable, it is determined that adequate funds are available to cover the total facility costs, and that all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the loan can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

The “RUS Policy Regarding Use of Remaining Funds” is attached for your information and use (Attachment No. 13). This policy should be adhered to when

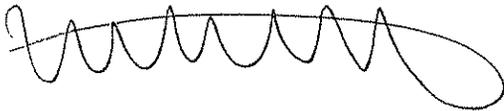
addressing the use of bid underrun funds, as well as any funds remaining after project construction is complete.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining RUS project funds will be considered to be RUS grant funds and refunded to RUS. If the amount of unused RUS project funds exceeds the RUS grant, that part would be RUS loan funds.

If the conditions set forth in this letter are not met within twelve (12) months from the date hereof, RUS reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the twelve-month period and it is determined the authority still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If during that review, it is determined the budget is no longer current and/or adequate, RUS reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely yours,



ROBERT M. STEPTOE, III  
State Director

Enclosures

cc: Rural Development Specialist  
Parkersburg, WV

Bassett & Lowe, CPAs  
Milton, WV

Thomas M. Plymale, Esquire  
Huntington, WV

E. L. Robinson Engineering Co.  
Charleston, WV

Steptoe & Johnson  
Charleston, WV

WV Infrastructure & Jobs  
Development Council  
Charleston, WV

Route 37 Waterline Extension  
Project Construction Budget

<u>PROJECT COST</u>	<u>IJDC GRANT</u>	<u>IJDC LOAN</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 810,100	\$ 1,171,044	\$ 810,100	\$ 1,066,300	\$ 3,857,544
CONST. CONTINGENCY	\$ 40,500	\$ 58,600	\$ 40,500	\$ 53,300	\$ 192,900
LAND & RIGHTS				\$ 50,000	\$ 50,000
LEGAL FEES - LOCAL				\$ 7,500	\$ 7,500
BOND COUNSEL	\$ 4,200	\$ 6,600	\$ 4,200	\$ 6,000	\$ 21,000
LEGAL FEES - PSC				\$ 7,500	\$ 7,500
ACCOUNTING				\$ 6,000	\$ 6,000
ENGINEERING FEES	\$ 141,750	\$ 204,900	\$ 141,750	\$ 186,600	\$ 675,000
Basic - \$425,000					
Insp. - \$250,000					
INTEREST				\$ 112,000	\$ 112,000
PROJECT CONTG.	\$ 3,450	\$ 58,856	\$ 3,450	\$ 30,800	\$ 96,556
<b>TOTAL</b>	<b>\$ 1,000,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,526,000</b>	<b>\$ 5,026,000</b>

Rates

Available for general domestic, commercial, and industrial service.

First	3,000	gallons @	\$ 10.51	per M gallons
Next	3,000	gallons @	\$ 8.95	per M gallons
Next	24,000	gallons @	\$ 7.32	per M gallons
Next	150,000	gallons @	\$ 6.20	per M gallons
Over	180,000	gallons @	\$ 5.14	per M gallons

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed.

5/8" x 3/4"	meter	\$ 31.53	per month
3/4"	meter	\$ 47.30	per month
1"	meter	\$ 78.83	per month
1 1/2"	meter	\$ 157.65	per month
2"	meter	\$ 252.24	per month
3"	meter	\$ 472.95	per month
4"	meter	\$ 788.25	per month
6"	meter	\$ 1,576.50	per month
8"	meter	\$ 2,522.40	per month

Minimum Monthly Bill \$ 31.53 for 3,000 gallons

Delayed Payment Penalty

The above tariff is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to net amount shown.

If any bill is not paid within sixty (60) days after date, water service to the customer will be discontinued. Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

Connection Charge

Prior to Construction - \$100.00

After the start of construction, there shall be a charge of \$250.00 for connection to the system.

Reconnection Charge

\$20.00

Use and Income Analysis - See Attached

Cash Flow Analysis - See Attached

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 2" METER

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	0.58	1.17	1						
3,001 - 6,000	0.16	0.83	1						
6,001 - 30,000	3	58.50	1						
30,001 - 180,000	6	385.08		18.00	144.00	205.08			
Over 180,000	1	413.25		3.00	24.00	15.00	368.25		
Monthly Total	11	858.83	3.00	21.00	168.00	220.08	368.25		
Proposed Rates									
		\$	31.53 \$	10.51 \$	8.95 \$	7.32 \$	6.20 \$	5.14	
Monthly Revenues		\$	94.59 \$	220.71 \$	187.95 \$	1,229.76 \$	1,364.50 \$	1,892.81 \$	4,990.31
Annual Revenues		\$	1,135.08 \$	2,648.52 \$	2,255.40 \$	14,757.12 \$	16,373.95 \$	22,713.66 \$	59,883.73

Adjustment Factor      1.190325  
 Adjusted Annual Revenue \$    71,281.10

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 1 1/2" METER

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	0.25	0.33	1						
3,001 - 6,000	0.20	0.75	1						
6,001 - 30,000	0.20	2.25	1			24.12			
30,001 - 180,000	0.30	25.92		0.90	0.90	24.12			
Over 180,000	0.08	16.00		0.24	0.24	15.52			
Monthly Total	1	45.25	3.00	1.14	1.14	39.64	0.00	0.00	
Proposed Rates									
Monthly Revenues			\$ 31.53	\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Annual Revenues			\$ 94.59	\$ 11.98	\$ 10.20	\$ 290.16	\$ -	\$ -	\$ 406.94
			\$ 1,135.08	\$ 143.78	\$ 122.44	\$ 3,481.98	\$ -	\$ -	\$ 4,883.27

Adjustment Factor      0.877349  
 Adjusted Annual Revenues \$      4,284.33

LAVALLETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 1" METER

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	0.75	1.08	1						
3,001 - 6,000	0.25	1.33	1						
6,001 - 30,000	6	115.75		18.00	18.00	79.75			
30,001 - 180,000	1	62.25		3.00	3.00	24.00	32.25		
Over 180,000									
Monthly Total	8	180.41	2.00	21.00	21.00	103.75	32.25	0.00	
Proposed Rates				\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Monthly Revenues				\$ 220.71	\$ 187.95	\$ 759.45	\$ 199.95	\$ -	\$ 1,431.12
Annual Revenues				\$ 2,648.52	\$ 2,255.40	\$ 9,113.40	\$ 2,399.40	\$ -	\$ 17,173.44

Adjustment Factor      1.007193

Adjusted Annual Revenue \$    17,296.97

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM 5/8" METER

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	69	72.58	69						
3,001 - 6,000	17	73.67		51.00	22.67				
6,001 - 30,000	19	226.92		57.00	57.00	112.92			
30,001 - 180,000	2	93.00		6.00	6.00	48.00	33.00		
Over 180,000									
Monthly Total	107	466.17	69.00	114.00	85.67	160.92	33.00	0.00	
Proposed Rates			\$ 31.53	\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Monthly Revenues			\$ 2,175.57	\$ 1,198.14	\$ 766.75	\$ 1,177.93	\$ 204.60	\$ -	\$ 5,522.99
Annual Revenues			\$ 26,106.84	\$ 14,377.68	\$ 9,200.96	\$ 14,135.21	\$ 2,455.20	\$ -	\$ 66,275.89

Adjustment Factor      0.997333  
 Adjusted Annual Revenue \$    66,099.13

Attachment No. 1 to Letter of Conditions  
 For: Lavalette Public Service District  
 Date: August 25, 2006

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM - RESIDENTIAL

Blocking	Cust.	Gal/ Mo.	Minimum Bills	First 3,000	Next 3,000	Next 24,000	Next 150,000	Over 180,000	TOTAL REVENUE
0 - 3,000	1,267	2,264.25		3,801.00					
3,001 - 6,000	1,124	4,860.00		3,372.00	1,488.00				
6,001 - 30,000	376	3,170.83		1,128.00	1,128.00	914.83			
30,001 - 180,000	5	269.33		15.00	15.00	120.00	119.33		
Over 180,000									
Monthly Total	2,772	10,564.41	0.00	8,316.00	2,631.00	1,034.83	119.33	0.00	
Proposed Rates			\$ 31.53	\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Monthly Revenues			\$ -	\$ 87,401.16	\$ 23,547.45	\$ 7,574.96	\$ 739.85	\$ -	\$ 119,263.41
Annual Revenues			\$ -	\$ 1,048,813.92	\$ 282,569.40	\$ 90,899.47	\$ 8,878.15	\$ -	\$ 1,431,160.94

Adjustment Factor 1.000049

Adjusted Annual Revenue \$ 1,431,231.07

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 ROUTE 52 EXTENSION

Blocking	Cust.	Gal/ Mo.	Minimum Bills	FIRST 3,000	NEXT 3,000	NEXT 24,000	NEXT 150,000	OVER 180,000	TOTAL REVENUE
0 - 3,000	260	1186.25		780	406.25				
3,001 - 6,000									
6,001 - 30,000									
30,001 - 180,000									
Over 180,000									
Monthly Total	260	1186.25	0	780	406.25	0		0	
Proposed Rates			\$ 31.53	\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Monthly Revenues			\$ -	\$ 8,197.80	\$ 3,635.94	\$ -	\$ -	\$ -	\$ 11,833.74
Annual Revenues			\$ -	\$ 98,373.60	\$ 43,631.25	\$ -	\$ -	\$ -	\$ 142,004.85

LAVALETTE PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 PROPOSED ROUTE 37 EXTENSION

Blocking	Cust.	Gal/ Mo.	Minimum Bills	FIRST 3,000	NEXT 3,000	NEXT 24,000	NEXT 150,000	OVER 180,000	TOTAL REVENUE
0 - 3,000	206	927		618	309				
3,001 - 6,000									
6,001 - 30,000									
30,001 - 180,000									
Over 180,000									
Monthly Total	206	927	0	618	309	0	0	0	
Proposed Rates			\$ 31.53	\$ 10.51	\$ 8.95	\$ 7.32	\$ 6.20	\$ 5.14	
Monthly Revenues			\$ -	\$ 6,495.18	\$ 2,765.55	\$ -	\$ -	\$ -	\$ 9,260.73
Annual Revenues			\$ -	\$ 77,942.16	\$ 33,186.60	\$ -	\$ -	\$ -	\$ 111,128.76

LAVALETTE PUBLIC SERVICE DISTRICT  
 OPERATING BUDGET

OPERATING INCOME		
Metered Sales	\$ 1,843,326	
Penalties	\$ 43,630	
Other Income	\$ 19,569	
TOTAL OPERATING INCOME		<u>\$ 1,906,525</u>
NON OPERATING INCOME		
Interest income	\$ 4,396	
TOTAL NON OPERATING INCOME		<u>\$ 4,396</u>
TOTAL INCOME		<u>\$ 1,910,921</u>
EXPENSES		
O & M	\$ 1,393,601	
Taxes	\$ 38,570	
TOTAL EXPENSES		<u>\$ 1,432,171</u>
INCOME AVAILABLE FOR D/S		<u>\$ 478,750</u>
DEBT SERVICE		
Existing Bond P & I	\$ 216,663	
United National	\$ 77,760	
Proposed Bond P & I	\$ 84,060	
Proposed Bond P & I	\$ 39,474	
TOTAL DEBT SERVICE		<u>\$ 417,957</u>
DEBT SERVICE RESERVE		
Existing Debt Service Reserve	\$ 21,667	
Proposed Debt Service Reserve	\$ 8,406	
Proposed Debt Service Reserve	\$ 3,947	
TOTAL DEBT SERVICE RESERVE		<u>\$ 34,020</u>
SURPLUS (DEFICIT)		<u><u>\$ 26,773</u></u>
DEBT COVERAGE (A/B)		115%

**UNITED STATES DEPARTMENT OF AGRICULTURE  
 RURAL UTILITIES SERVICE  
 Water and Waste Processing Checklist**

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>	
SF 424.2	Application for Federal Assistance	3	1780.31(b)	Applicant		Have	3	
	DUNS Number	1		Applicant		Have	3	
	CAIVRS Number	1		RUS			CPAP Form	
	Public Notice of Intent to File App./ Env. Notice	3	1780.19(a) 1794	Applicant		Have	3	
Bulletin 1780-22	Applicant Eligibility Certification/ Other Credit Certification	1	1780.33(d)	Applicant		Have	3	
	Bond Ordn. or Resol. On Outstanding Debts	1	1780.33(e)	Applicant/ Attorney		Have	5	
	Bonds or Notes Outstanding Debt	1	1780.33(e)	Applicant/ Attorney		Have	2	
	Audit for last year of operation	1	1780.33(e)	Applicant/ Accountant		Have	1	
	Staff Review Financial Statements	1	S.I. 1780.2	RUS		Have	1	
	EJCDC No. 1910-1-FA	Agreement between Owner & Engineer	3	1780.39(b)	Applicant/ Engineer		Have	6

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
Bulletin 1780-7 or other approved	Legal Services Agreement with Local Attorney	3	1780.39 (b)(2)	Applicant/ Attorney		Have	5
	Site Visit		S.I. 1780-2	RUS		Have	3
	Processing Conference	1	1780.39(a)	RUS		Have	3
	Environmental Report	2	1794	Applicant		Have	3
	Environmental Assessment	2	1794	RUS/ Engineer		Have	3
	FONSI/ Evidence of Publication	1	Exhibit 1 RUS 1794 News Ad	RUS/ Applicant		Have	3
Bulletins 1780-2 1780-3	Preliminary Engineering Report	2	1780.33(c)	Engineer		Have	6
	Staff Engineer PER Review	1	1780.33(c)	RUS		Have	3
	Bill Analysis for existing system(s)	2	1780.33(c)	Applicant/ Engineer		Have	8
	Projected Bill Analysis for New Users	2	1780.33(c)	Applicant/ Engineer		Have	8

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Minutes Adopting Drug-Free Workplace Program	1	LOC	Applicant			5
Exhibit A / A-1	Certifications Regarding Lobbying	2	1780.33(h)	Applicant			2
CPAP Form	Project Summary	3	1780.41(a)	RUS		Have	1
CPAP Form	Underwriting Documents	3	1780.41(a)	RUS		Have	2
RD 1940-1	Request for Obligation of Funds	4	1780.41(a)	RUS/ Applicant			2
Bulletin 1780-12	Association Water or Sewer System Grant Agreement	2	1780.45(c)	RUS/ Applicant			2
RD 1942-46	Letter of Intent to Meet Conditions	2	1780.41 (a)(6)	Applicant			3
AD 1047	Certification Regarding Debarment (Primary)	1	1780.33(h)	Applicant			5
	Relationships/ Associations with Agency Employees	1	1780.1(f)	RUS			3
RD 1910-11	Applicant Certification, Federal Collection Policies	1	1780.33(h)	Applicant			3
Bulletin 1780-27	Loan Resolution	1	1780.45 (a)(2)	Applicant			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
RD 400-1	Equal Opportunity Agreement	1	1901-E	Applicant			6
RD 400-4	Assurance Agreement	1	1901-E	Applicant			3
	Legal Services Agreement with Bond Counsel	1	1780.39 (b)(3)	Applicant/ Bond Counsel			5
	Agreement for Accounting Services	1	1780.39 (b)(2)	Applicant/ Accountant			5
	Water Users Agreement (Copy)	1	1780.39 (c)(3)	Applicant			5
	Evidence of Users:						
	1. Map of Users with each identified by number	1	LOC	Applicant			Separate File
	2. List of Signed Users Numbered to Map	1	LOC	Applicant			5
	3. List of Declination Statements Numbered to Map	1	LOC	Applicant			5
	4. Evidence of Tap Fees Being Paid	1	LOC	Applicant			5
	5. Having Users Agreements and Declination Statements Available		LOC	Applicant			

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	6. Certification Relative to Existing Users	1	LOC	Applicant			5
	Verification of Users	1	1780.44(b)	RUS			3
RD 442-30	Water Purchase Contract	1	1780.62/ 1780.63	Applicant/ Attorney/ RUS			5
	Accountant's Certification	1	LOC	Applicant/ Accountant			3
	RUS Review of Accounting Records	1	S.I. 1780-4 (1)(ii)	RUS			3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Copy of PSC Rule 42 Exhibit	1	State	Attorney/ Accountant			3
	DOH Permit	1	1780.15(d)	Applicant			6
	Railroad Permit	1	1780.15(d)	Applicant			6
	Public Land Corp. Permit	1	1780.15(d)	Applicant			6
	Corps of Engineers Permit	1	1780.15(d)	Applicant			6
	Dept. of Health Approval	1	1780.15(d)	Engineer			6
	Dept. of Environmental Protection Permit	1	1780.15(d)	Engineer			6
	Contract Documents, Plans & Specifications	2	1780.61(a)	Engineer			Separate File
	Agency Determination on Procurement	1	1780.70(d)	RUS			6
	Preliminary Bond Transcript Documents w/o Defeasance Provisions	2	1780.83	Bond Counsel			5
	Right-of-Way Map	1	1780.44(g)	Engineer			Separate File
	Deeds and/or Options		1780.44.(g)	Applicant/ Attorney			5

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
RD 1927-9	Preliminary Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Narrative Opinion from Attorney	1	1780.44(g)	Attorney			5
RD 442-22	Opinion of Counsel Relative to R/Ways		1780.44 (g)(1)	Attorney			5
	Review of Outstanding Judgment	1	1780.7(g)	RUS/ Attorney			3
	Evidence of "Other Funds"	1	1780.44(f)	Applicant			2
SF 3881	Electronic Funds Transfer Payment Enrollment Form	1	31 CFR 208	Applicant/ Financial Institution			2
	Positive Pro- gram to En- courage Con- nections when Completed	1	1780.39 (c)(5)	Applicant			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Documentation Relative to Health or Sanitary Hazards	1	1780.1 (c)(1) 1780.13 (b)(1)	RUS/State Health Department			2
	PSC Approval	1	1780.15(b)	Applicant/ Attorney			6
	Bid Tabulation	1	1780.61(b)	Engineer			6
	OGC Closing Instructions	1	1780.44(h)	RUS			5
	S/O Closing Instructions	1	1780.44(h)	RUS			5
RD 1927-10	Final Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Bond Transcript Documents w/o Defeasance Provisions	3	1780.83	Bond Counsel			Separate File
RD 400-8	Compliance Review	1	1780.44(c)	RUS			5
	Liability Insurance	1	1780.39(g)	Applicant			7
	Workers' Compensation Certificate	1	1780.39(g)	Applicant			7
440-24	Fidelity Bond	1	1780.39(g)	Applicant			7
1924-16	Record of Pre-Construction Conference	1	1780.76(a)	RUS/ Engineer			6

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
AD 1048	Certification Regarding Debarment (Contractor)	1 each	1780.33(h)	All Appropriate Vendors			5
	OGC Final Opinion	1	1780.45(g)	RUS			5

Subpart D - Information Pertaining to Preparation of Notes or Bonds and Bond Transcript Documents for Public Body Applicants

§1780.80 General.

This subpart includes information for use by public body applicants in the preparation and issuance of evidence of debt (bonds, notes, or debt instruments, referred to as bonds in this subpart) and other necessary loan documents.

§1780.81 Policies related to use of bond counsel.

The applicant is responsible for preparation of bonds and bond transcript documents. The applicant will obtain the services and opinion of recognized bond counsel experienced in municipal financing with respect to the validity of a bond issue, except for issues of \$100,000 or less. With prior approval of the approval official, the applicant may elect not to use bond counsel. Such issues will be closed in accordance with the following:

- (a) The applicant must recognize and accept the fact that application processing may require additional legal and administrative time;
- (b) It must be established that not using bond counsel will produce significant savings in total legal costs;
- (c) The local attorney must be able and experienced in handling this type of legal work;
- (d) The applicant must understand that it will likely have to obtain an opinion from bond counsel at its expense should the Agency require refinancing of the debt;
- (e) Bonds will be prepared in accordance with this regulation and conform as closely as possible to the preferred methods of preparation stated in §1780.94; and
- (f) Closing instructions must be issued by OGC.

§1780.82 [Reserved]

§1780.83 Bond transcript documents

Any questions relating to Agency requirements should be discussed with Agency representatives. Bond counsel or local counsel, as appropriate, must furnish at least two complete sets of the following to the applicant, who will furnish one complete set to the Agency:

- (a) Copies of all organizational documents;
- (b) Copies of general incumbency certificate;
- (c) Certified copies of minutes or excerpts from all meetings of the governing body at which action was taken in connection with the authorizing and issuing of the bonds;
- (d) Certified copies of documents evidencing that the applicant has complied fully with all statutory requirements incident to calling and holding a favorable bond election, if one is necessary;
- (e) Certified copies of the resolutions, ordinances, or other documents such as the bond authorizing resolutions or ordinances and any resolution establishing rates and regulating use of facility, if such documents are not included in the minutes furnished;
- (f) Copies of the official Notice of Sale and the affidavit of publication of the Notice of Sale when State statute requires a public sale;
- (g) Specimen bond, with any attached coupons;
- (h) Attorney's no-litigation certificate;
- (i) Certified copies of resolutions or other documents pertaining to the bond award;
- (j) Any additional or supporting documents required by bond counsel;
- (k) For loans involving multiple advances of Agency loan funds, a preliminary approving opinion of bond counsel (or local counsel if no bond counsel is involved) if a final unqualified opinion cannot be obtained until all funds are advanced. The preliminary opinion for the entire issue shall be delivered at or before the time of the first advance of funds. It will state that the applicant has the legal authority to issue the bonds, construct, operate and maintain the facility, and repay the loan, subject only to changes occurring during the advance of funds, such as litigation resulting from the failure to advance loan funds, and receipt of closing certificates;
- (l) Final unqualified approving opinion of bond counsel, (and preliminary approving opinion, if required) or local counsel if no bond counsel is involved, including an opinion as to whether interest on bonds will be exempt from Federal and State income taxes. With approval of the State program official, a final opinion may be qualified to the extent that litigation is pending relating to Indian claims that may affect title to land or validity of the obligation. It is permissible for such opinion to contain language referring to the last sentence of Section 306 (a)(1) or to Section 309A (h) of the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 (a)(1) or 1929a (h)).

§§1780.84 and 1780.86 [Reserved]

§1780.87 Permanent instruments for Agency loans.

Agency loans will be evidenced by an instrument determined legally sufficient and in accordance with the following order of preference:

(a) First preference - Form RD 440-22, "Promissory Note". Refer to paragraph (b) of this section for methods of various frequency payment calculations.

(b) Second preference - single instruments with amortized installments. A single instrument providing for amortized installments which follows Form RD 440-22 as closely as possible. The full amount of the loan must show on the face of the instrument, and there must be provisions for entering the date and amount of each advance on the reverse or an attachment. When principal payments are deferred, the instrument will show that "interest only" is due on interest-only installment dates, rather than specific dollar amounts. The payment period including the "interest only" installment cannot exceed 40 years, the useful life of the facility, or State statute limitations, whichever occurs first. The amortized installment, computed as follows, will be shown as due on installment dates thereafter.

(1) Monthly payments. Multiply by twelve the number of years between the due date of the last interest-only installment and the final installment to determine the number of monthly payments. When there are no interest-only installments, multiply by twelve the number of years over which the loan is amortized. Then multiply the loan amount by the amortization factor and round to the next higher dollar.

(2) Semiannual payments. Multiply by two the number of years between the due date of the last interest-only installment and the due date of the final installment to determine the correct number of semiannual periods. When there are no interest-only installments, multiply by two the number of years over which the loan is amortized. Then multiply the loan amount by the applicable amortization factor.

(3) Annual payments. Subtract the due date of the last interest-only installment from the due date of the final installment to determine the number of annual payments. When there are no interest-only installments, the number of annual payments will equal the number of years over which the loan is amortized. Then multiply the loan amount by the applicable amortization factor and round to the next higher dollar.

(c) Third preference - single instruments with installments of principal plus interest. If a single instrument with amortized installments is not legally permissible, use a single instrument providing for installments of principal plus interest accrued on the principal balance. For bonds with semiannual interest and annual principal, the interest is calculated by multiplying the principal balance times the interest rate and dividing this figure by two. Principal installments are to be scheduled so that total combined interest and principal payments closely approximate amortized payments.

(1) The repayment terms concerning interest only installments described in paragraph (b) of this section apply.

(2) The instrument shall contain in substance provisions indicating:

(i) Principal maturities and due dates;

(ii) Regular payments shall be applied first to interest due through the next principal and interest installment due date and then to principal due in chronological order stipulated in the bond; and

(iii) Payments on delinquent accounts will be applied in the following sequence:

(A) billed delinquent interest;

(B) past due interest installments;

(C) past due principal installments;

(D) interest installment due; and

(E) principal installment due.

(d) Fourth preference - serial bonds with installments of principal plus interest. If instruments described under the first, second, and third preferences are not legally permissible, use serial bonds with a bond or bonds delivered in the amount of each advance. Bonds will be numbered consecutively and delivered in chronological order. Such bonds will conform to the minimum requirements of §1780.94. Provisions for application of payments will be the same as those set forth in paragraph (c)(2)(ii) of this section.

(e) Coupon bonds. Coupon bonds will not be used unless required by State statute. Such bonds will conform to the minimum requirements of §1780.94.

§1780.88 [Reserved]

§1780.89 Multiple advances of Agency funds using permanent instruments.

Where interim financing from commercial sources is not used, Agency loan proceeds will be disbursed on an "as needed by borrower" basis in amounts not to exceed the amount needed during 30-day periods.

§1780.90 Multiple advances of Agency funds using temporary debt instruments.

When none of the instruments described in §1780.87 are legally permissible or practical, a bond anticipation note or similar temporary debt instrument may be used. The debt instrument will provide for multiple advances of Agency funds and will be for the full amount of the Agency loan. The instrument will be prepared by bond counsel, or local counsel if bond counsel is not involved, and approved by the State program official and OGC. At the same time the Agency delivers the last advance, the borrower will deliver the permanent bond instrument and the canceled temporary instrument will be returned to the borrower. The approved debt instrument will show at least the following:

- (a) The date from which each advance will bear interest;
- (b) The interest rate as determined by §1780.13;
- (c) A payment schedule providing for interest on outstanding principal at least annually; and
- (d) A maturity date which shall be no earlier than the anticipated issuance date of the permanent instruments and no longer than the 40-year statutory limit.

§§1780.91 - 1780.93 [Reserved]

§1780.94 Minimum bond specifications.

The provisions of this section are minimum specifications only and must be followed to the extent legally permissible.

- (a) Type and denominations. Bond resolutions or ordinances will provide that the instruments be either a bond representing the total amount of the indebtedness or serial bonds in denominations customarily accepted in municipal financing (ordinarily in multiples of not less than \$1,000). Single bonds may provide for repayment of principal plus interest or amortized installments. Amortized installments are preferred by the Agency.
- (b) Bond registration. Bonds will contain provisions permitting registration for both principal and interest. Bonds purchased by the Agency will be registered in the name of "United States of America" and will remain so registered at all times while the bonds are held or insured by the Government. The Agency address for registration purposes will be that of the Finance Office.

(c) Size and quality. Size of bonds and coupons should conform to standard practice. Paper must be of sufficient quality to prevent deterioration through ordinary handling over the life of the loan.

(d) Date of bond. Bonds will normally be dated as of the day of delivery. However, the borrower may use another date if approved by the Agency. Loan closing is the date of delivery of the bonds or the date of delivery of the first bond when utilizing serial bonds, regardless of the date of delivery of the funds. The date of delivery will be stated in the bond if different from the date of the bond. In all cases, interest will accrue from the date of delivery of the funds.

(e) Payment date. Loan payments will be scheduled to coincide with income availability and be in accordance with State law.

(1) If income is available monthly, monthly payments are recommended unless precluded by State law. If income is available quarterly or otherwise more frequently than annually, payments must be scheduled on such basis. However, if State law only permits principal plus interest (P&I) type bonds, annual or semiannual payments will be used.

(2) The payment schedule will be enumerated in the evidence of debt, or if that is not feasible, in a supplemental agreement.

(3) If feasible, the first payment will be scheduled one full month, or other period, as appropriate, from the date of loan closing or any deferment period. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided. When principal payments are deferred, interest-only payments will be scheduled at least annually.

(f) Extra payments. Extra payments are derived from the sale of basic chattel or real estate security, refund of unused loan funds, cash proceeds of property insurance and similar actions which reduce the value of basic security. At the option of the borrower, regular facility revenue may also be used as extra payments when regular payments are current. Unless otherwise established in the note or bond, extra payments will be applied as follows:

(1) For loans with amortized debt instruments, extra payments will be applied first to interest accrued to the date of receipt of the payment and second to principal.

(2) For loans with debt instruments with P&I installments, the extra payment will be applied to the final unpaid principal installment.

(3) For borrowers with more than one loan, the extra payment will be applied to the account secured by the lowest priority of lien on the property from which the extra payments was obtained. Any balance will be applied to other Agency loans secured by the property from which the extra payment was obtained.

(4) For assessment bonds, see paragraph (k) of this section.

(g) The place of payments on bonds purchased by the Agency will be determined by the Agency.

(h) Redemptions. Bonds will normally contain customary redemption provisions. However, no premium will be charged for early redemption on any bonds held by the Government.

(i) Additional revenue bonds. Parity bonds may be issued to complete the project. Otherwise, parity bonds may not be issued unless acceptable documentation is provided establishing that net revenues for the fiscal year following the year in which such bonds are to be issued will be at least 120 percent of the average annual debt serviced requirements on all bonds outstanding, including the newly-issued bonds. For purposes of this section, net revenues are, unless otherwise defined by State statute, gross revenues less essential operation and maintenance expenses. This limitation may be waived or modified by the written consent of bondholders representing 75 percent of the then-outstanding principal indebtedness. Junior and subordinate bonds may be issued in accordance with the loan resolution.

(j) Precautions. The following types of provisions in debt instruments should be avoided:

(1) Provisions for the holder to manually post each payment to the instrument.

(2) Provisions for returning the permanent or temporary debt instrument to the borrower in order that it, rather than the Agency, may post the date and amount of each advance or repayment on the instrument.

(3) Provisions that amend covenants contained in RUS Bulletins 1780-27 or 1780-28.  
**[Revision 2, 06/04/99]**

(4) Defeasance provisions in loan or bond resolutions. When a bond issue is defeased, a new issue is sold which supersedes the contractual provisions of the prior issue, including the refinancing requirement and any lien on revenues. Since defeasance in effect precludes the Agency from requiring refinancing before the final maturity date, it represents a violation of the statutory refinancing requirement; therefore, it is disallowed. No loan documents shall include a provision of defeasance.

(k) Assessment bonds. When security includes special assessment to be collected over the life of the loan, the instrument should address the method of applying any payments made before they are due. It may be desirable for such payments to be distributed over remaining payments due, rather than to be applied in accordance with normal procedures governing extra payments, so that the account does not become delinquent.

(l) Multiple debt instruments. The following will be adhered to when preparing debt instruments:

(1) When more than one loan type is used in financing a project, each type of loan will be evidenced by a separate debt instrument or series of debt instruments;

(2) Loans obligated in different fiscal years and those obligated with different terms in the same fiscal year will be evidenced by separate debt instruments;

(3) Loans obligated for the same loan type in the same fiscal year with the same term may be combined in the same debt instrument;

(4) Loans obligated in the same fiscal year with different interest rates that will be closed at the same interest rate may be combined in the same debt instrument.

Revision 2

RUS Instruction 1780

§1780.95 Public bidding on bonds.

Bonds offered for public sale shall be offered in accordance with State law and in such a manner to encourage public bidding. The Agency will not submit a bid at the advertised sale unless required by State law, nor will reference to Agency's rates and terms be included. If no acceptable bid is received, the Agency will negotiate the purchase of the bonds.

§§1780.96 - 1780.100 [Reserved]

**PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON**

**Entered: January 26, 2009**

CASE NO. 08-1657-PWD-CN

**FINAL**

2/7/2009

Per Commission  
Order Waiving the  
Exception Period

**LAVALETTE PUBLIC SERVICE DISTRICT.**

Application for a certificate of public convenience and necessity to construct, operate and maintain an extension of its water utility system.

**RECOMMENDED DECISION**

On September 25, 2008, Lavalette Public Service District (District) filed an application with the Public Service Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to construct, operate and maintain a waterline extension to provide potable water and fire protection to approximately 193 residences along County Route 37 in Wayne County. The District will purchase water from West Virginia-American Water Company (WV-AWC) in accordance with an agreement previously approved in Case No. 07-0025-PWD-PC. The District estimated that the project would cost approximately \$4,208,000, to be funded with two grants from the United States Department of Agriculture Rural Utilities Service (RUS) in the amounts of \$1,000,000 and \$839,000 and two RUS loans in the amounts of \$1,536,000 and \$843,000. The two loans will incur interest at the rates of 4.5% and 4.37%, respectively, for terms of 40 years. The application has been approved by the West Virginia Infrastructure and Jobs Development Council (IJDC). The project will not affect rates.

By the September 25, 2008 Notice of Filing, the Commission directed that the District publish the Notice of Filing once by a Class I legal advertisement in a newspaper duly qualified by the Secretary of State, published and generally circulated in Wayne County, providing a 30-day protest period and providing that, if no protests were filed, the Commission may waive hearing and grant the application based upon its review of the evidence submitted with the application. On October 6, 2008, the District submitted a publication affidavit showing that the Notice of Filing was published on October 2, 2008, in the *Wayne County News*, a newspaper published and generally circulated in Wayne County. No valid<sup>1</sup> public protest to the application was filed.

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<sup>1</sup>One handwritten note was lodged in the Commission's case file from one Aldena Osburn who did not reference the instant certificate case but just asked, in general terms, that the Commission not increase water, gas or electric rates. Since the project does not affect rates, this is not a valid protest to the application.

By the October 8, 2008 Referral Order, the Commission referred this case to the Division of Administrative Law Judges (ALJ Division) for decision on or before February 9, 2009, if no protest was received, or April 23, 2009, if a protest was received.

On October 28, 2008, Staff Attorney C. Terry Owen submitted the Initial Joint Staff Memorandum, attaching the October 24, 2008 Initial Internal Memorandum from Technical Analyst James Spurlock, Engineering Division, and Utilities Analyst Pete Lopez, Water and Wastewater Division, briefly summarizing the application.

While the District made several supplemental filings from time to time related to permits obtained and other essentials to make the application complete, the District has not amended the application.

On January 5, 2009, Staff Attorney Owen submitted the Final Joint Staff Memorandum, attaching the January 2, 2009 Final Internal Memorandum from Technical Analyst Spurlock and Utilities Analyst Lopez. Together, these Memoranda comprise Commission Staff's final substantive recommendation in this matter. Staff described the project as comprised of a 103,000-gallon storage tank, a booster station, a pressure reducing station, approximately 36,640 feet of 8-inch waterlines, approximately 20,460 feet of 6-inch waterlines, 3,820 feet of 2-inch waterlines, fire hydrants, valves, meters and related appurtenances. The project is needed to serve approximately 193 additional customers who live along Route 37 in Wayne County who do not have public water service. Staff restated the financing and indicated that the project would not affect the District's rates. The cost per customer is approximately \$21,803, which Staff opined was reasonable. The engineering costs comprise approximately 13.3% of the construction costs. The West Virginia Office of Environmental Health Services has issued Permit No. 17,552 for the project, indicating that agency's approval of the proposed construction. Staff opined that the plans and specifications did not conflict with the Commission's rules and regulations.

The two loans will require payment of interest only for the first two years and a combined debt service payment of \$129,684 after that. The RUS loans also require a 10% debt service reserve, amounting to \$12,968, and a renewal and replacement fund equal to 2.5% of the District's operating revenues or approximately \$44,533. Staff explained that the Commission had approved rates for the District in Case No. 05-0775-PWD-CN and had addressed a decrease in purchased water costs in Case No. 07-0225-PWD-PC. In addition to other financial books and records, Staff analyzed the District's 2008 Annual Report and concluded that the District has a \$302,975 per books cash flow surplus and that the District's existing rates will generate additional revenues of approximately \$44,018 from the new customers added by the project. As a result, once the project is operational, the District's existing rates will cover all operation and maintenance expenses and debt service requirements while providing a 196.51% debt service coverage, which is greater than the 115% debt service coverage required by the RUS loans, and a cash flow surplus of approximately \$177,841. Staff opined that the project is financially feasible and should be approved. The District should obtain Commission approval for any changes in the plans or the scope of the project. Should the project subsequently affect rates, the District must obtain Commission approval prior to commencing

construction. While any project cost changes or financing changes that do not affect rates do not require separate Commission approval, the District must verify this by a certified public accountant. Should bids exceed the approved project costs, the District must justify those increases by submitting supporting engineering data. The District must provide a copy of the engineer's certified tabulation of bids within 10 days of opening those bids for each construction contract or vendor bid contract associated with the project and provide a copy of the certificate of substantial completion as soon as it is available from the project engineer. Finally, Staff recommended revising the District's tariff to increase the returned check charge, decrease the leak adjustment rate and add a security deposit.

On January 7, 2009, the District submitted a letter concurring with Staff's final recommendation.

### DISCUSSION

Having considered all of the above, since no dispute remains to be resolved in this proceeding, the ALJ will consider the parties to have waived their rights under *West Virginia Code* §24-1-9(b) to file proposed findings of fact and conclusions of law, or briefs, in this proceeding, or to a hearing.

The ALJ holds that, since the District gave proper notice to the public of the application; since the approximately 193 customers to be added on by the project have no public water supply; since the Office of Environmental Health Services has issued Permit No. 17,552, certifying the project for construction and signifying that the project has been designed in accordance with current engineering practice; and since Staff has recommended that the Commission approve the application, the public convenience and necessity require the project and the certificate application will be granted. Since the District's existing rates are sufficient to cover the additional operation and maintenance expenses generated by the project and the debt service required by the proposed funding, since Staff recommended approval of the proposed financing for the project, and since letters of commitment for the financing were included with the application, the ALJ will approve the project financing. Also, the ALJ will approve the Staff-recommended tariff changes for the District. However, the Staff-recommended increase to the returned check charge must be published prior to the District implementing this increase, since the Notice of Filing indicated that no rates would be increased. Since the IJDC has approved the project for funding, the ALJ will require that the District seek prior Commission approval before commencing construction should the plans or the scope of the project change or should the rates change. However, a change in project cost would not require separate approval if such change does not affect rates and the District submits an affidavit from a certified public accountant to this effect.

### FINDINGS OF FACT

1. The Lavalette Public Service District filed an application with the Public Service Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to construct, operate and maintain a waterline extension to provide potable water and fire protection

to approximately 193 residences along County Route 37 in Wayne County. (See, application filed September 25, 2008).

2. The District will purchase water from WV-AWC in accordance with an agreement previously approved in Case No. 07-0025-PWD-PC. (See, application filed September 25, 2008).

3. The District estimated that the project would cost approximately \$4,208,000, to be funded with two RUS grants in the amounts of \$1,000,000 and \$839,000 and two RUS loans in the amounts of \$1,536,000 and \$843,000. The two loans will incur interest at the rates of 4.5% and 4.37%, respectively, for terms of 40 years. (See, application filed September 25, 2008).

4. The IJDC has approved the application. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

5. The project will not affect rates. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

6. The District caused the Notice of Filing to be published on October 2, 2008, in the *Wayne County News*, a newspaper published and generally circulated in Webster County. (See, October 6, 2008 publication affidavit).

7. No public protest has been filed. (See, Commission's file).

8. The project will serve approximately 193 additional customers who live along Route 37 in Wayne County who do not have public water service and who currently use wells, springs and cisterns for their water supply. The groundwater in the area is of poor quality and quantity and could be subject to contamination from septic systems in the area. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

9. The West Virginia Office of Environmental Health Services has issued Permit No. 17,552 for the project, indicating that agency's approval of the proposed construction. (See, Application, filed September 25, 2008; Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

10. The Commission approved rates for the District in Case No. 05-0775-PWD-CN and addressed a decrease in purchased water costs in Case No. 07-0225-PWD-PC. In addition to other financial books and records, Staff analyzed the District's 2008 Annual Report and concluded that the District has a \$302,975 per books cash flow surplus and that the District's existing rates will generate additional revenues of approximately \$44,018 from the new customers added by the project. As a result, once the project is operational, the District's existing rates will cover all operation and maintenance expenses and debt service requirements while providing a 196.51% debt service coverage, which is greater than the 115% required by the RUS bonds, and a cash flow surplus of

approximately \$177,841. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

11. Staff opined that the project is financially feasible and recommended approval. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

13. Staff recommended revising the District's tariff to increase the returned check charge, decrease the leak adjustment rate and add a security deposit. (See, Final Joint Staff Memorandum, with attachments, filed January 5, 2009).

13. The District submitted a letter concurring with Staff's final recommendation. (See, January 7, 2009 letter).

### CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project.
2. The proposed financing for the project should be approved.
3. The District's existing rates are sufficient, but not more than sufficient, to support the proposed project.
4. The Staff-recommended tariff changes for the District should be approved. However, the District must publish the Staff-recommended increase to the returned check charge prior to implementation.
5. Should the scope, plans or financing for the project change, the District must obtain prior Commission approval before commencing construction. Changes in project costs do not require separate approval if those changes do not affect rates and the District submits an affidavit from a certified public accountant to this effect.

### ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of public convenience and necessity filed with the Commission on September 25, 2008, by the Lavalette Public Service District pursuant to *West Virginia Code* §24-2-11 to construct certain extensions and other associated facilities along WV Route 37 in Wayne County be, and hereby is, granted.

IT IS FURTHER ORDERED that the proposed financing for the project, comprised of two Rural Utilities Service grants in the amount of \$1,000,000 and \$839,000 and two Rural Utilities Service loans in the amounts of \$1,536,000 and \$843,000, incurring interest at the rates of 4.5% and 4.37%, respectively, for terms of 40 years, be, and hereby is, approved.

IT IS FURTHER ORDERED that the Staff-recommended tariff changes incorporated in the attached Appendix A be, and hereby are, approved for all service rendered by the Lavalette Public Service District after this Recommended Decision becomes final.

IT IS FURTHER ORDERED that the Lavalette Public Service District immediately publish the increase to the returned check charge, set forth in attached Appendix B, once as a Class I legal advertisement in a newspaper duly qualified by the Secretary of State, published and generally circulated in Wayne County. This publication requirement must be completed prior to implementing the increased returned check charge. The Lavalette Public Service District shall submit a publication affidavit to the Commission as soon as available, but not later than thirty (30) days from the date of this Recommended Decision becoming final, showing compliance with this publication requirement.

IT IS FURTHER ORDERED that, within thirty (30) days of this Recommended Decision becoming final, the Lavalette Public Service District file an original and at least five (5) copies of a proper tariff setting forth the tariff changes hereby approved.

IT IS FURTHER ORDERED that, should the scope, plans or financing for the project change, the District obtain prior Commission approval before commencing construction. Changes in project cost do not require separate approval if those changes do not affect rates and the District submits an affidavit from a certified public accountant to this effect.

IT IS FURTHER ORDERED that the District submit a copy of the certified tabulation of bids to the Commission, making the bids a part of the Commission's file in this case, as soon as the bids are tabulated.

IT IS FURTHER ORDERED that the District notify the Commission when the project engineer has performed the substantial completion inspection.

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

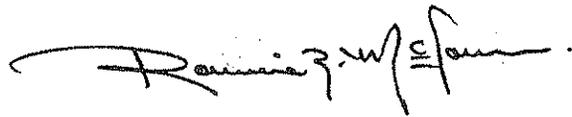
IT IS FURTHER ORDERED that this matter be, and hereby is, removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary serve a copy of this Recommended Decision upon the Commission by hand delivery and upon all parties of record by United States Certified Mail, return receipt requested.

Leave hereby is 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 Recommended Decision 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 Recommended Decision 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 recommended decision by filing an appropriate petition in writing with the Executive 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 recommended decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.



**Ronnie Z. McCann**  
Deputy Chief Administrative Law Judge

RZM:s  
081657a.wpd

**PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON**

CASE NO. 08-1657-W-CN

LAVALETTE PUBLIC SERVICE DISTRICT.

Application for a certificate of public convenience and necessity to construct, operate and maintain an extension of its water utility system.

**APPROVED RATES**

**SCHEDULE 1**

**APPLICABILITY**

Applicable within the entire territory served.

**AVAILABILITY**

Available for general domestic, commercial, industrial and sale for resale water service.

**RATES** (customers with metered water supply)

First	3,000 gallons used per month	\$10.51 per 1,000 gallons
Next	3,000 gallons used per month	\$ 8.95 per 1,000 gallons
Next	24,000 gallons used per month	\$ 7.32 per 1,000 gallons
Next	150,000 gallons used per month	\$ 6.20 per 1,000 gallons
All over	180,000 gallons used per month	\$ 5.14 per 1,000 gallons

**MINIMUM CHARGE**

	5/8 inch meter	\$ 31.53 per month
	3/4 inch meter	\$ 47.30 per month
1	inch meter	\$ 78.83 per month
1	-1/4 inch meter	\$ 115.08 per month
1	-1/2 inch meter	\$ 157.65 per month
2	inch meter	\$ 252.24 per month
3	inch meter	\$ 472.95 per month
4	inch meter	\$ 788.25 per month
6	inch meter	\$1,576.50 per month
8	inch meter	\$2,522.40 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 to be collected only once for each bill where it is appropriate.

RECONNECTION FEE

\$20.00

To be charged whenever the supply of water is turned off for violations 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 \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.

A tap fee of \$350.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

RETURNED CHECK CHARGE

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

LEAK ADJUSTMENT RATE

\$2.27 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all consumption above the customer's historical average usage.

CUSTOMER REQUESTED METER CHECK

\$10.00

RESALE RATE

\$3.21 per 1,000 gallons

SECURITY DEPOSIT

A deposit of \$50.00 or two-twelfths (2/12ths) of the average annual usage of the applicant's specific customer class, whichever is greater.

SCHEDULE 2

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for private fire protection.

PRIVATE FIRE PROTECTION SERVICE

Where connections, hydrants, sprinklers, etc. on private property are maintained by the consumer:

2 inch meter	\$ 31.53 per month
3 inch meter	\$ 36.53 per month
4 inch meter	\$ 41.53 per month
6 inch meter	\$ 51.53 per month
8 inch meter	\$ 66.53 per month
10 inch meter	\$ 86.53 per month
12 inch meter	\$111.53 per month

FIRE SERVICE TAP FEE

The fee for connection of private fire hydrants or sprinkler connections shall be the actual cost of making said connection.

RECONNECTION AND DELAYED PAYMENT PENALTY

The connection service charge and delayed payment penalty set forth in Schedule 1 is applicable to Schedule 2.

**PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON**

CASE NO. 08-1657-W-CN

**LVALETTE PUBLIC SERVICE DISTRICT.**

Application for a certificate of public convenience and necessity to construct, operate and maintain an extension of its water utility system.

**APPROVED RETURNED CHECK CHARGE**

On September 25, 2008, Lavalette Public Service District (District) filed an application with the Public Service Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to construct, operate and maintain a waterline extension to provide potable water and fire protection to approximately 193 residences along County Route 37 in Wayne County. The District published a Notice of Filing indicating that the project would not affect rates.

On January 26, 2009, the Commission approved the certificate application, including approving the following returned check charge, which represents an increase to that charge, i.e., from \$15.00 to \$25.00:

**RETURNED CHECK CHARGE**

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

**LVALETTE PUBLIC SERVICE DISTRICT**

LAVALETTE PUBLIC SERVICE DISTRICT  
OF  
LAVALETTE, WEST VIRGINIA  
RATES, RULES AND REGULATIONS FOR FURNISHING  
WATER

RECEIVED  
2009 MAR 17 AM 8 57  
W VA PUBLIC SERVICE  
COMMISSION  
SECRETARY'S OFFICE

at an area of 5.89 miles, located three-fourths of a mile from the corporate limits of the city of Huntington along U.S. route 152, approximately 0.52 miles in Cabell county and 7.58 miles in Wayne County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION  
of  
WEST VIRGINIA

Issued March 16, 2009

Effective for billings rendered on and after February 7, 2009  
Or as otherwise provided herein

Issued by authority of order of  
The Public Service Commission of West Virginia  
in Case No. 08-1657-PWD-CN dated February 2, 2009  
or as otherwise provided herein

Issued by Lavalette Public Service District

By Robert R. Proctor

ITS COUNSEL

RULES AND REGULATIONS

- I. Rules and Regulations for the Government of Water Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

## SCHEDULE 1

APPLICABILITY

Applicable within the entire territory served

AVAILABILITY

Available for general domestic, commercial, and industrial and sale for resale water service

RATE

First	3,000 gallons used per month	\$10.51 per 1,000 gallons
Next	3,000 gallons used per month	\$ 8.95 per 1,000 gallons
Next	24,000 gallons used per month	\$ 7.32 per 1,000 gallons
Next	150,000 gallons used per month	\$ 6.20 per 1,000 gallons
All Over	180,000 gallons used per month	\$ 5.14 per 1,000 gallons

MINIMUM CHARGE

5/8 inch meter	\$ 31.53 per month
3/4 inch meter	\$ 47.30 per month
1 inch meter	\$ 78.83 per month
1 - 1/4 inch meter	\$ 115.08 per month
1 - 1/2 inch meter	\$ 157.65 per month
2 inch meter	\$ 252.24 per month
3 inch meter	\$ 472.95 per month
4 inch meter	\$ 788.25 per month
6 inch meter	\$1,576.50 per month
8 inch meter	\$2,522.40 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 to be collected only once for each bill where it is appropriate.

RECONNECTION FEE

\$20.00

To be charged whenever the supply of water is turned off for violations 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 \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.

A tap fee of \$350.00 will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

**(I)** RETURNED CHECK CHARGE

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

**(D)** LEAK ADJUSTMENT RATE

\$2.27 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all consumption above the customer's historical average usage.

CUSTOMER REQUESTED METER CHECK

\$10.00

RESALE RATE

\$3.21 per 1,000 gallons

**(N)** SECURITY DEPOSIT

A deposit of \$50.00 or two-twelfths (2/12ths) of the average annual usage of the applicant's specific customer class, whichever is greater.

- (I)** Indicates increase in rate
- (D)** Indicates decrease in rate
- (N)** Indicates new regulation

SCHEDULE 2

APPLICABILITY

Applicable in entire territory served

AVAILABILITY

Available for private fire protection

PRIVATE FIRE PROTECTION SERVICE:

Where connections, hydrants, sprinklers, etc. on private property are maintained by consumer:

2 inch meter	\$ 31.53 per month
3 inch meter	\$ 36.53 per month
4 inch meter	\$ 41.53 per month
6 inch meter	\$ 51.53 per month
8 inch meter	\$ 66.53 per month
10 inch meter	\$ 86.53 per month
12 inch meter	\$111.53 per month

FIRE SERVICE TAP FEE

The fee for connection of private fire hydrants or sprinkler connections shall be the actual cost of making said connection.

RECONNECTION AND DELAYED PAYMENT PENALTY

The connection service charge and delayed payment penalty set forth in Schedule 1 is applicable to Schedule 2.

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

RECEIPT FOR SERIES 2009 A BONDS AND SERIES 2009 B BONDS

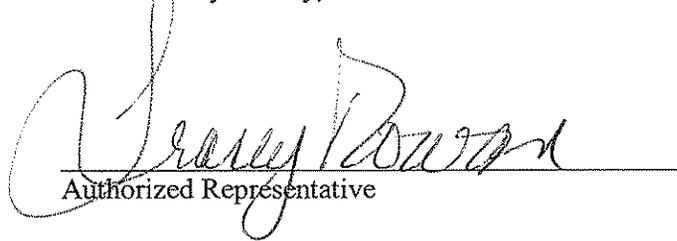
The undersigned, authorized representative of the United States Department of Agriculture, Rural Utilities Service, for and on behalf of the United States of America (the "Purchaser"), hereby certifies as follows:

1. On the 18th day of May, 2009, at Lavalette, West Virginia, the undersigned received for the Purchaser the Lavalette Public Service District Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), No. AR-1 (the "Series 2009 A Bonds"), issued as a single, fully registered Bond, in the principal amount of \$1,526,000, dated the date hereof, bearing interest at the rate of 4.5% per annum, payable in monthly installments as stated in the Bond and Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), No. BR-1 (the "Series 2009 B Bonds"), issued as a single, fully registered Bond, in the principal amount of \$843,000, dated the date hereof, bearing interest at the rate of 4.375% per annum, payable in monthly installments as stated in the Bond.

2. At the time of such receipt, the Series 2009 A Bonds and the Series 2009 B Bonds had been executed and sealed by the designated officials of the Public Service Board of Lavalette Public Service District (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$192,291, being a portion of the principal amount of the Series 2009 A Bonds and \$192,290, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 A Bonds and Series 2009 B Bonds will be advanced by the Purchaser to the Issuer as acquisition and construction of the Project progresses.

WITNESS my signature on this 18th day of May, 2009.

  
Authorized Representative

05.05.09  
509380.00003

**SPECIMEN**

UNITED STATES OF AMERICA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BONDS, SERIES 2009 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,526,000

No. AR-1

Date: May 18, 2009

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION FIVE HUNDRED TWENTY SIX THOUSAND DOLLARS (\$1,526,000), plus interest on the unpaid principal balance at the rate of 4.5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$7,005, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a

calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted May 14, 2009, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for

similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

- (I) WATER REVENUE BONDS, SERIES 1972 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 (THE "SERIES 1972 BONDS");
- (II) WATER REVENUE BONDS, SERIES 2004 A (UNITED BANK, INC), DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 (THE "SERIES 2004 A BONDS");
- (III) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS");
- (IV) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS");
- (V) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050 (THE "SERIES 2006 C BONDS"); AND
- (VI) WATER REVENUE BONDS, SERIES 2009 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED MAY 18, 2009 ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$843,000 (THE "SERIES 2009 B BONDS").

THE SERIES 1972 BONDS, SERIES 2004 BONDS, SERIES 2006 A BONDS, SERIES 2006 B BONDS, AND SERIES 2006 C BONDS ARE COLLECTIVELY, THE "PRIOR BONDS."

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC  
SERVICE DISTRICT

[CORPORATE SEAL]

*[Handwritten Signature]*  
Chairman, Public Service Board

ATTEST:

*[Handwritten Signature]*  
Secretary, Public Service Board

EXHIBIT A  
RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$192,291	May 18, 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 \$ \_\_\_\_\_

(Form of Assignment)

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:

\_\_\_\_\_

SPECIMEN

UNITED STATES OF AMERICA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BONDS, SERIES 2009 B  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$843,000

No. BR-1

Date: May 18, 2009

FOR VALUE RECEIVED, LAVALETTE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of EIGHT HUNDRED FORTY THREE THOUSAND DOLLARS (\$843,000), plus interest on the unpaid principal balance at the rate of 4.375% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$3,802, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a

calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted May 14, 2009, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for

similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

- (I) WATER REVENUE BONDS, SERIES 1972 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 (THE "SERIES 1972 BONDS");
- (II) WATER REVENUE BONDS, SERIES 2004 A (UNITED BANK, INC), DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 (THE "SERIES 2004 A BONDS");
- (III) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS");
- (IV) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS");
- (V) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050 (THE "SERIES 2006 C BONDS"); AND
- (VI) WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED MAY 18, 2009 ISSUED CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,526,000 (THE "SERIES 2009 A BONDS").

THE SERIES 1972 BONDS, SERIES 2004 BONDS, SERIES 2006 A BONDS, SERIES 2006 B BONDS, AND SERIES 2006 C BONDS ARE COLLECTIVELY, THE "PRIOR BONDS."

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

LAVALETTE PUBLIC  
SERVICE DISTRICT

[CORPORATE SEAL]

  
Chairman, Public Service Board

**SPECIMEN**

ATTEST:

  
Secretary, Public Service Board

EXHIBIT A  
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$192,290	May 18, 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 \$ \_\_\_\_\_

(Form of Assignment)

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:

\_\_\_\_\_

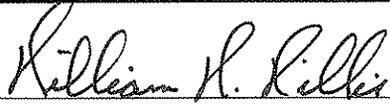
LAVALETTE PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,526,000

REGISTRATION BOOKS

(No writing on these Books except by the Issuer as Registrar)

Bond No.	Date of Registration	In Whose Name Registered	Signature of Secretary of Registrar
AR-1	May 18, 2009	United States Department of Agriculture	

05.05.09  
509380.00003

LAVALETTE PUBLIC SERVICE DISTRICT  
WATER REVENUE BONDS, SERIES 2009 B  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$843,000

REGISTRATION BOOKS

(No writing on these Books except by the Issuer as Registrar)

Bond No.	Date of Registration	In Whose Name Registered	Signature of Secretary of Registrar
BR-1	May 18, 2009	United States Department of Agriculture	

05.05.09  
509380.00003

CH5002604.1



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

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A  
(United States Department of Agriculture)

Lavalette Public Service District  
Lavalette, West Virginia

United States Department of Agriculture  
Morgantown, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Lavalette Public Service District in Wayne County, West Virginia (the "Issuer"), of its \$1,526,000 Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) dated the date hereof (the "Bonds"), pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), a Bond Resolution duly adopted by the Issuer on May 14, 2009, (the "Bond Legislation"). We have examined the law and such certified copies of proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Bond Legislation and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and a political subdivision of the State of West Virginia with full power to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Bonds, all under the Act and other applicable provisions of law.
2. The Bond Legislation has been duly and effectively adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

13

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the funds pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's (1) Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000, (2) Water Revenue Bonds, Series 2004 A, dated April 23, 2004 issued in the original aggregate principal amount of \$533,721, (3) Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006 issued in the original aggregate principal amount of \$2,000,000; (4) Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated February 23, 2006 issued in the original aggregate principal amount of \$713,000; (5) Water Revenue Bonds, Series 2009 C (West Virginia Infrastructure Fund), dated February 23, 2009, and (6) Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), dated May 18, 2009 issued concurrently herewith in the original aggregate principal amount of \$843,000.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

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

6. The Bonds are, under the Act, exempt from taxation by the State of West Virginia, and the other taxing bodies of the State, and interest on the Bonds is exempt from personal income taxes and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, 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 the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

  
STEPHENS & JOHNSON PLLC

05.04.09  
509380.00003



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

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

Lavalette Public Service District  
Lavalette, West Virginia

United States Department of Agriculture  
Morgantown, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Lavalette Public Service District in Wayne County, West Virginia (the "Issuer"), of its \$843,000 Water Revenue Bonds, Series 2009 B (United States Department of Agriculture) dated the date hereof (the "Bonds"), pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), a Bond Resolution duly adopted by the Issuer on May 14, 2009 (the "Bond Legislation"). We have examined the law and such certified copies of proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Bond Legislation and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and a political subdivision of the State of West Virginia with full power to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Bonds, all under the Act and other applicable provisions of law.
2. The Bond Legislation has been duly and effectively adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the funds pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's (1) Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000, (2) Water Revenue Bonds, Series 2004 A, dated April 23, 2004 issued in the original aggregate principal amount of \$533,721, (3) Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006 issued in the original aggregate principal amount of \$2,000,000; (4) Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated February 23, 2006 issued in the original aggregate principal amount of \$713,000; (5) Water Revenue Bonds, Series 2009 C (West Virginia Infrastructure Fund), dated February 23, 2009; and (6) Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated May 18, 2009 issued concurrently herewith in the original aggregate principal amount of \$1,526,000.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

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

6. The Bonds are, under the Act, exempt from taxation by the State of West Virginia, and the other taxing bodies of the State, and interest on the Bonds is exempt from personal income taxes and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, 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 the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

  
STEPTOE & JOHNSON PLLC

LAW OFFICES  
**ROBERT R. RODECKER**  
BB&T SQUARE  
300 SUMMERS STREET, SUITE 1230  
POST OFFICE BOX 3713  
CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER  
rodecker@wvdst.net

JAMES V. KELSH  
OF COUNSEL  
kelshlaw@yahoo.com

AREA CODE 304  
343-1654

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343-1657

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

Lavalette Public Service District  
Lavalette, West Virginia

United States Department of Agriculture  
Morgantown, West Virginia

Steptoe & Johnson PLLC  
Charleston, West Virginia

Ladies and Gentlemen:

I am Special PSC Counsel to Lavalette Public Service District, a public service district in Wayne County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a Bond Resolution duly adopted by the Issuer on May 14, 2009 (the "Bond Legislation"), other documents and papers relating to the Issuer and the above-captioned Bonds of the Issuer (the "Bonds"), and documents and orders of The County Commission of Wayne County relating to the creation and expansion of the Issuer and the appointment of members of the Public Service Board of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation when used herein.

I am of the opinion that:

1. The Issuer is a duly created and validly existing public service district and public corporation and political subdivision of the State of West Virginia.
2. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken

the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

3. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect.

4. The execution and delivery of the Bonds and the consummation of the transactions contemplated by the Bonds 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 agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

5. All permits, licenses, approvals, consents, certificates, orders, exemptions and authorizations necessary for the due creation and valid existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges have been entered and/or received, including, without limitation, all requisite orders, certificates, consents and approvals from The County Commission of Wayne County and the Public Service Commission of West Virginia, and the Issuer has duly taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges, the time for appeal of which has expired prior to the date hereof without appeal.

6. The Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision of the Public Service Commission of West Virginia entered on January 26, 2009, in Case No. 08-1657-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the rates and charges of the System, and approving the financing for the Project. The time for appeal of the Recommended Decision which became final on February 7, 2009, has expired prior to the date hereof without any appeal. Such Order remains in full force and effect.

7. To the best of my knowledge, there is no 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 Bonds and 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 Net Revenues therefor.

Page 3  
May 18, 2009

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert R. Rodecker".

Robert R. Rodecker

RRR/bg

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

COMBINED CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. AUTHORIZATION AND AWARD OF BONDS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES, ETC.
6. CERTIFICATION OF COPIES OF DOCUMENTS
7. INCUMBENCY AND OFFICIAL NAME, ETC.
8. DELIVERY AND PAYMENT AND USE OF PROCEEDS
9. LAND AND RIGHTS-OF-WAY
10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.
11. CONTRACTORS' INSURANCE, ETC.
12. CONNECTIONS, ETC.
13. MANAGEMENT
14. GRANT
15. CONFLICT OF INTEREST
16. PROCUREMENT OF ENGINEERING SERVICES
17. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and SECRETARY of the Public Service Board of Lavalette Public Service District, in Wayne County, West Virginia (the "Issuer"), and the undersigned COUNSEL for the Issuer, acting for the Issuer and in its name, hereby state and certify on this the 18th day of May, 2009, in connection with the Lavalette Public Service District Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), No. AR-1, dated the date hereof, fully registered, in the principal amount of \$1,526,000 (the "Series 2009 A Bonds") and Water Revenue Bonds, Series 2009 B (United States Department of Agriculture), No. BR-1, dated the date hereof, fully registered, in the principal amount of \$843,000 (the "Series 2009 B Bonds"), as follows:

1. AUTHORIZATION AND AWARD OF BONDS: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Series 2009 A Bonds and the Series 2009 B Bonds have been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions from the Purchaser, dated April 25, 2006, and all amendments thereto, and as appears in Section 7.03 of the Resolution of the Issuer duly adopted on May 14, 2009, authorizing issuance of the Series 2009 A and Series 2009 B Bonds (the "Resolution" or "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning as defined in the Bond Resolution when used herein. The Series 2009 A and Series 2009 B Bonds are being issued on this date to finance a portion of the cost of the

acquisition and construction of the Project, herein defined and described, located within the boundaries of the Issuer.

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the issuance and delivery of the Series 2009 A and Series 2009 B Bonds or receipt of any grant monies, if any, committed for the System, hereinafter defined; nor questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Series 2009 A and Series 2009 B Bonds; nor in any way questioning or affecting the validity of the grants, if any, committed for the System or the validity of the Series 2009 A and Series 2009 B Bonds or any provisions made or authorized for the payment thereof, including, without limitation, the pledge or application of any monies or security therefor; nor questioning the existence, powers or proceedings of the Issuer or its Public Service Board (the "Governing Body") or the title of the members and officers thereof to their respective offices; nor questioning the operation of the System or the acquisition and construction of the Project, a portion of the cost of which is being financed out of the proceeds of sale of the Series 2009 A and Series 2009 B Bonds; nor questioning the rates and charges provided for services of the System.

3. **GOVERNMENTAL APPROVALS:** All applicable and necessary approvals, permits, authorizations, registrations, exemptions, consents and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2009 A and Series 2009 B Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project were solicited in accordance with Chapter 5, Article 22, Section 1 of the Official West Virginia Code of 1931, as amended, which bids remain in full force and effect.

The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on January 26, 2009, which became Final Order on February 7, 2009, in Case No. 08-1657-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal has expired prior to the date hereof without any appeal. Such Order remains 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 by the Purchaser of a loan to assist in the acquisition and construction of the Project.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds and Series 2009 B Bonds as to liens, pledge and source of and security for payment, and in all respects, being the Issuer's: (1) Water Revenue Bonds, Series 1973, dated July 17, 1973, issued in the original aggregate principal amount of \$370,000 and currently held by the Rural Utilities Service, United States Department of Agriculture; and (2) Water Revenue Bonds, Series 2004 A, dated April 23, 2004 issued in the original aggregate principal amount of \$533,721, currently held by United Bank, Inc.; (3) Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$2,000,000; (4) Water Revenue Bonds, Series 20067

B (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$713,000; and (5) Water Revenue Bonds, Series 2009 C (West Virginia Infrastructure Fund), dated February 23, 2009, issued concurrently herewith in the original aggregate principal amount of \$1,918,050 (collectively, the "Prior Bonds"). Other than the Prior Bonds there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2009 A and Series 2009 B Bonds as to liens, pledge and/or service of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of Parity Bonds or has obtained a sufficient and valid consent or waiver thereof.

5. SIGNATURES, ETC.: The undersigned Chairman and Secretary did, for the Issuer on the date hereof, officially execute and seal the Series 2009 A and Series 2009 B Bonds with the official corporate seal of the Issuer, an impression of which seal is on this certificate above our signatures and said officers are the duly elected or appointed (as applicable), qualified and serving officers as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Series 2009 A and Series 2009 B Bonds for the Issuer.

6. 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 Resolution

1973 Bond Resolution

2004 A Bond Resolution

2006 A, 2006 B and 2006 C Bond Resolution

Consent of USDA to Issuance of Parity Bonds

Consent of Water Development Authority to Issuance of Parity Bonds

Consent of United Bank to Issuance of Parity Bonds

USDA Letter of Conditions, with all amendments

Consent of United Bank, Inc.

Public Service Commission Order

County Commission Orders on Creation of District

County Commission Orders of Appointment of Current Board Members

Oaths of Office of Current Board Members

Rules of Procedure

Affidavit of Publication of Notice of Filing

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution

Bureau for Public Health Permit

United States Department of Agriculture Loan Agreements

United States Department of Agriculture Grant Agreement

Receipt and Release of Series 2007 A Bonds

7. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Lavalette Public Service District" and its principal office and place of business are in Wayne County, West Virginia. The Issuer is a public service district and public corporation and political subdivision of the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of three duly appointed, qualified and acting members, whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Dennis J. Lyons	March 13, 2001	March 13, 2007
William Willis	November 13, 2005	November 13, 2011
Michael Blatt	January 23, 2001	January 23, 2007

The names of the duly elected, appointed, qualified and acting officers of said Public Service Board of said Issuer for the calendar year 2009 are as follows:

Chairman	-	Dennis J. Lyons
Secretary/Treasurer	-	William Willis

The duly appointed and acting Attorney for the Issuer is Robert Rodecker, Esquire, Charleston, West Virginia.

8. DELIVERY AND PAYMENT AND USE OF PROCEEDS: On the date hereof, the Series 2009 A and Series 2009 B Bonds were delivered to the Purchaser at Lavalette, West Virginia, by the undersigned Chairman for the purposes of (i) paying the Issuer's Waterworks Revenue Design Bonds, Series 2007 A; (ii) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (iii) paying certain costs of issuance of the Bonds and related costs, and at the time of such delivery, the Series 2009 A and Series 2009 B Bonds have been duly and fully executed and sealed on behalf of the Issuer in accordance with the Resolution.

At the time of delivery of the Series 2009 A Bonds and Series 2009 B Bonds, the undersigned Chairman received \$192,291, being a portion of the principal amount of the Series 2009 A Bonds and \$192,290, being a portion of the principal amount of the Series 2009 B Bonds. Further advances of the balance of the principal amount of the Series 2009 A Bonds and Series 2009 B Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

The total cost of the Project is estimated at \$4,208,000. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2009 A Bonds	\$1,526,000
Proceeds of the Series 2009 B Bonds	\$ 843,000
Proceeds of the Grant from the USDA	<u>\$1,839,000</u>
Total Sources	<u>\$4,208,000</u>

USES

Costs of Acquisition and Construction	\$3,996,156
Payment of the Series 2007 A Bonds	\$ 190,494
Costs of Issuance	<u>\$ 21,350</u>
Total Uses	<u>\$4,208,000</u>

The Series 2009 A Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.5% per annum is payable from the date of each respective advance.

The Series 2009 B Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.375% per annum is payable from the date of each respective advance.

The Series 2009 A and Series 2009 B Bonds and the entire proceeds thereof will be used for the purposes herein set forth and for no other purposes.

9. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition, construction, operation and maintenance of the Project and the System have been acquired or can and will be acquired by purchase, or if

necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 2009 A and Series 2009 B Bonds.

10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.: All actions, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the acquisition, construction, operation and financing of the Project and the System were authorized or adopted at 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 official 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.

11. CONTRACTORS' INSURANCE, ETC.: All contractors will be required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Letter of Conditions and Commitment of the Purchaser, as amended, and the Resolution.

12. CONNECTIONS, ETC.: The Issuer will serve at least 3,365 bona fide users with the System upon the completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

13. MANAGEMENT: The Issuer has heretofore delivered to the Purchaser a plan concerning operation and management of the System, which plan was found to be acceptable by the Purchaser.

14. GRANT: As of the date hereof, the grant from the United States Department of Agriculture in the amount of \$1,839,000 is committed and in full force and effect.

15. CONFLICT OF INTEREST: No member, 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 Series 2009 A Bonds, the Bond Resolution and/or the Project, including, without limitation, with respect to the Depository Bank, as defined in the Bond Resolution. 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.

16. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

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

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures and the official corporate seal of LAVALETTE  
PUBLIC SERVICE DISTRICT on the day and year first written above.

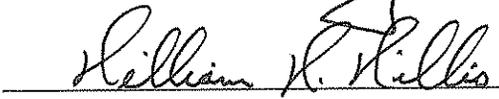
[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE



Chairman



Secretary

\_\_\_\_\_

Attorney for Issuer

05.04.09  
509380.00003

WITNESS our signatures and the official corporate seal of LAVALETTE PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_

Chairman

\_\_\_\_\_

Secretary

*Salvatore R. Rodella*

Attorney for Issuer  
(Paragraph 3 only)

05.04.09  
509380.00003

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

ENGINEER'S CERTIFICATE

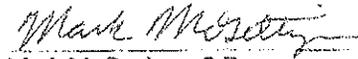
I, Mark McGettigan, Registered Professional Engineer, West Virginia License No. 016862 of E.L. Robinson Engineering Company, Cross Lanes, West Virginia, hereby certify this 18th day of May, 2009 that my firm is the engineer for the acquisition and construction of certain additions, improvements and extensions (the "Project") to the existing water system (the "System") of Lavalette Public Service District (the "Issuer"), to be acquired and constructed in Wayne County, West Virginia, which acquisition and construction are being financed in whole or in part by the above-captioned bonds of the Issuer.

I further certify that the Project will, to the best of my knowledge, be constructed in accordance with plans and specifications prepared by my firm and that the System and the Project are situate wholly or chiefly within the boundaries of the Issuer.

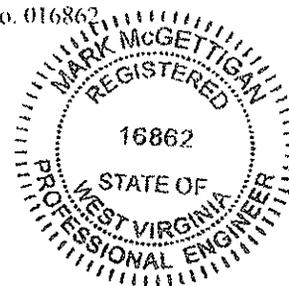
I further certify that the Project is adequate for the purpose for which it was designed and that all necessary governmental approvals, consents, authorizations, certificates and permits for the acquisition and construction thereof have been obtained or can and will be obtained.

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

E.L. ROBINSON ENGINEERING COMPANY



Mark McGettigan, P.E.  
West Virginia License No. 016862



## **BASSETT & LOWE**

CERTIFIED PUBLIC ACCOUNTANTS

1156 SOUTH MAIN STREET

MILTON, WEST VIRGINIA 25541

Phone: (304) 743-5573 FAX: (304) 743-1150

Toll Free: 1-800-720-9629

e-mail: [rbassett@bassettlowe.com](mailto:rbassett@bassettlowe.com)

e-mail: [rlowe@bassettlowe.com](mailto:rlowe@bassettlowe.com)

May 18, 2009

Lavalette Public Service District  
Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

Lavalette Public Service District  
Lavalette, West Virginia

United States Department of Agriculture  
Morgantown, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

Step toe & Johnson PLLC  
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Commission Order of the Public Service Commission of West Virginia in Case No. 08-1657-PWD-CN, entered January 26, 2009 which became Final Order on February 7, 2009, and projected operating expenses and anticipated customer usage as furnished to us by E.L. Robinson Engineering Co., Ltd., Consulting Engineer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of Lavalette Public Service District (the "Issuer"), will provide for all Operating Expenses of the System and will 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, if any, on the (i) Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) to be issued in the amount of \$1,526,000, (ii) Water Revenue Bonds, Series 2009 B (United States Department of Agriculture) to be issued in the amount of \$843,000, (collectively, the "Series 2009 Bonds"), and (iii) all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 A Bonds, Series 2006 B Bonds, including the Issuer's (1) Water Revenue Bonds, Series 1973 (United States Department of Agriculture), dated July 17, 1973, issued in the original aggregate principal amount of \$370,000; (2) Water Revenue Bonds, Series 2004 A (United Bank, Inc), dated April 23, 2004, issued in the original aggregate principal amount of \$533,721; (3) Water Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated February 23, 2006, issued in the original aggregate principal amount of \$2,000,000; (4) Water Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated February 23, 2006, issued in

the original aggregate principal amount of \$713,000; and (5) Water Revenue Bonds, Series 2006 C (West Virginia Infrastructure Fund), dated February 23, 2006, issued in the original aggregate principal amount of \$1,918,050 (collectively, the "Prior Bonds").

It is further our opinion that (i) the Net Revenues for the Fiscal Year following the year in which the Series 2009 Bonds are issued will be at least 120% of the average annual debt service on the Prior Bonds and the Series 2009 Bonds; and (ii) the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2009 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 the Series 2009 Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Prior Bonds and the Series 2009 Bonds.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Bassett & Lowe".

Bassett & Lowe

A RESOLUTION AND ORDER CREATING LAVALLETTE  
PUBLIC SERVICE DISTRICT IN WAYNE AND CABELL  
COUNTY, WEST VIRGINIA.

WHEREAS, on November 5, 1964, a petition was filed with the Clerk of the County Court of Wayne County, West Virginia, for the creation of the Lavalette Public Service District, containing a description by metes and bounds of said district, as well as a map of the proposed district, which petition was signed by over one hundred legal voters resident within and owning real property within the defined limits of the proposed public service district; and

WHEREAS, the County Court of Wayne County, West Virginia, did, on the 9th day of November, 1964, set and fix a date of hearing on the creation of the proposed public service district, as provided by law, which date was set as the 7th day of December, 1964, at 10:00 A.M., in the courtroom of said County Court; and

WHEREAS, a due and proper notice of said hearing was duly published in the Wayne County News, a newspaper of general circulation in Wayne County, West Virginia, and in the Herald-Dispatch of Huntington, West Virginia, and the Herald-Advertiser, of Huntington, West Virginia, newspapers of general circulation in Cabell County, West Virginia, all of which publications were made according to Chapter 16 Article 13-a of the West Virginia Code, Certificates of Publication having been duly filed with the said County Court of Wayne County, West Virginia; and

WHEREAS, the said County Court of Wayne County, West Virginia, has held a public hearing concerning said matter on the 7th day of December, 1964, at 10:00 A.M., in the Wayne County Court courtroom, in the Court House of said county, pursuant to said notices, giving all interested parties who appeared an opportunity to be heard upon said proposed public service district formation; and

WHEREAS, at such hearing and upon the investigation of the said Wayne County Court, it is determined that creation of the Lavalette Public Service District will be conducive to the preservation of public health, comfort and convenience of such area; and

WHEREAS, the said County Court of Wayne County, West Virginia, is empowered by law to create said public service district:

NOW, THEREFORE, Be It and It Is Hereby Resolved and Ordered by the County Court of Wayne County, West Virginia, as follows:

That the County Court of Wayne County, West Virginia, hereby creates the Lavalette Public Service District, with all the powers, duties and privileges provided by law, as set forth in Chapter 16 Article 13-a of the West Virginia Code, and the said County Court of Wayne County, West Virginia, does further create and define the area or territory constituting said district as follows:

BEGINNING at a point in Cabell County having latitude of  $N 38^{\circ} 23' 17''$  and longitude of  $W 82^{\circ} 26' 42''$ ,

Thence  $S 0^{\circ} 46' E.$ , 1.84 miles,  
Thence  $S 89^{\circ} 37' W.$ , 0.17 mile,  
Thence  $S 7^{\circ} 59' W.$ , 0.85 mile,  
Thence  $N 58^{\circ} 22' E.$ , 1.20 miles,  
Thence  $S 87^{\circ} 04' E.$ , 0.31 mile,  
Thence  $S 40^{\circ} 30' W.$ , 1.41 miles,  
Thence  $S 3^{\circ} 11' W.$ , 1.26 miles,  
Thence  $S 73^{\circ} 11' E.$ , 0.70 mile,  
Thence  $S 6^{\circ} 20' W.$ , 0.27 mile,  
Thence  $N 73^{\circ} 54' W.$ , 0.40 mile,  
Thence  $S 5^{\circ} 29' W.$ , 1.60 miles  
Thence  $S 47^{\circ} 01' W.$ , 1.18 miles,  
Thence  $S 25^{\circ} 59' E.$ , 0.26 mile,  
Thence  $S 81^{\circ} 20' W.$ , 0.13 mile

to a point having a latitude of N 38° 16' 50" and longitude of W 82° 27' 33",

Thence N 27° 17' W., 0.55 mile,  
Thence N 50° 01' E., 0.91 mile,  
Thence N 39° 19' W., 0.18 mile,  
Thence N 13° 26' W., 0.94 mile,  
Thence N 11° 05' E., 0.57 mile,  
Thence N 59° 18' E., 0.15 mile to center of Twelve

Pole Creek,

Thence down Twelve Pole Creek 1.52 miles,

Thence N 87° 09' W., 0.41 mile,

Thence North 0.20 mile,

Thence N 51° 35' E., 0.44 mile,

Thence S 72° 30' E., 0.42 mile,

Thence N 44° 15' E., 1.24 miles,

Thence N 15° 29' W., 1.17 miles,

Thence N 2° 51' E., 2.0 miles to a point having a latitude of North 38° 23' 17",

Thence East 0.70 mile to place of BEGINNING, containing an area of 5.80 square miles and as shown on a map prepared by J. H. MILAN, INC., Consulting Engineers, Dunbar, West Virginia, dated October 15, 1964.

The purpose of said Public Service District shall be to construct, or acquire by purchase or otherwise and maintain, operate, improve and extend public water supply within such territory, also outside such territory to the extent permitted by law.

Adopted by the County Court this 7th day of December, 1964.

ATTEST:

Frank Canterbury  
Clerk

Oscar Waters

President



*William F. Wells*  
*Attorney at Law*  
*Waynes Hill, Va.*

November 8, 1964

Clerk of the Cabell County Court  
Courthouse  
Huntington, West Virginia

Dear Sir:

Pursuant to Article 13-a of Chapter 16 of the Code of West Virginia, I am filing with your office the enclosed petition for creation of a Public Services District, which has been filed and which will be acted upon by the Wayne County Court.

Very truly yours,

*William F. Wells*

William F. Wells

WFW:lc  
Encl. 1

PETITION FOR CREATION OF A PUBLIC SERVICE DISTRICT  
PURSUANT TO ARTICLE 13-a of CHAPTER 16  
OF THE CODE OF WEST VIRGINIA, AS AMENDED.

To the County Court of Wayne County, West Virginia:

The undersigned, all legal voters residing within and owning real property within the limits of the territory described below, Do Heraby Petition the County Court of the County of Wayne, West Virginia, to create Lavalette Public Service District of the Counties of Wayne and Cabell, West Virginia, the territorial limits described below, pursuant to the provisions of Chapter 147 of the Acts of the Legislature of West Virginia, Regular Session of 1953, constituting Article 13-a of Chapter 16 of the Code of West Virginia of 1951, as amended.

The Lavalette Public Service District shall be as follows:

BEGINNING at a point in Cabell County having latitude of  $N 38^{\circ} 23' 17''$  and longitude of  $W 82^{\circ} 26' 42''$ ,

Thence  $S 0^{\circ} 45' E.$ , 1.24 miles,  
Thence  $S 39^{\circ} 37' W.$ , 0.17 mile,  
Thence  $S 7^{\circ} 59' W.$ , 0.85 mile,  
Thence  $N 58^{\circ} 22' E.$ , 1.20 miles,  
Thence  $S 27^{\circ} 04' E.$ , 0.31 mile,  
Thence  $S 40^{\circ} 30' W.$ , 1.41 miles,  
Thence  $S 3^{\circ} 11' W.$ , 1.26 miles,  
Thence  $S 73^{\circ} 11' E.$ , 0.70 mile,  
Thence  $S 6^{\circ} 30' W.$ , 0.27 mile,  
Thence  $N 73^{\circ} 54' W.$ , 0.40 mile,  
Thence  $S 5^{\circ} 29' W.$ , 1.60 mile,  
Thence  $S 47^{\circ} 01' W.$ , 1.18 miles,  
Thence  $S 25^{\circ} 59' E.$ , 0.26 miles  
Thence  $S 61^{\circ} 29' W.$ , 0.13 mile

to a point having a latitude of  $N 38^{\circ} 16' 50''$  and longitude of  $W 82^{\circ} 27' 33''$ ,

COUNTY CLERK'S OFFICE

64 NOV 5 PM 2:38

WAYNE COUNTY, W. VA.

Thence N 27° 17' W., 0.55 mile,  
 Thence N 50° 01' E., 0.91 miles  
 Thence N 39° 29' W., 0.18 miles,  
 Thence N 13° 26' W., 0.94 miles,  
 Thence N 11° 05' E., 0.57 mile,  
 Thence N 59° 18' E., 0.15 mile to center of Twelve Pole Creek,  
 Thence down Twelve Pole Creek 1.52 miles,  
 Thence N 87° 09' W., 0.41 mile,  
 Thence North 0.20 mile,  
 Thence N 51° 35' E., 0.44 mile,  
 Thence S 73° 30' E., 0.42 mile,  
 Thence N 44° 15' E., 1.24 mile,  
 Thence N 15° 27' W., 1.17 miles,  
 Thence N 2° 51' E., 2.0 miles to a point having a latitude of  
 North 38° 23' 17".

Thence East 0.70 mile to place of BEGINNING, containing an  
 area of 5.80 square miles and as shown on a map prepared by  
 J. H. MILAM, INC., Consulting Engineers, Dunbar, West Virginia,  
 dated October 15, 1964.

The purpose of said Public Service District shall be to construct,  
 or acquire by purchase or otherwise and maintain, operate, improve,  
 and extend public water supply service and within such territory,  
 also outside such territory to the extent permitted by law.

The territory described above does not include within its limits  
 the territory of any Public Service District organized under the  
 laws hereinbefore referred to, nor does such territory include  
 within its limits any city, incorporated town or other municipal  
 corporation.

The undersigned petitioners hereby deposit with the petition  
 the sum of \$\_\_\_\_\_ to advance the cost of publication of  
 the notice of public hearing upon the creation and establishment  
 of said Public Service District which said sum is to be returned  
 to petitioners from the proceeds of any bonds issued said Public

Service District if same shall be created and established.

If said Public Service District shall not be created and established, then the cost of said public hearing shall be borne by petitioners and neither the Counties of Wayne and Cabell nor the County Court of said Counties or any political subdivision, agency or instrumentality of said counties shall have any liability herefor.

There are residing within the area proposed for the Public Service District 650 property owners of which 104 have signed this petition, representing a total estimated population of 2500.

I, Keith Jones, a Notary Public  
in and for the said County of Wayne, do certify that

George Maskey  
personally appeared before me in my said County and being  
by me duly sworn did depose and say that the signatures  
appearing on the above and attached petition are the true  
and genuine signatures of property owners residing within  
the proposed area, LAVALETTE Public Service District of  
Wayne and Cabell Counties, State of West Virginia.

Given under my hand this 21 day of December  
1964.

Keith Jones  
Notary Public in and for the  
County of Wayne, State of  
West Virginia

My commission expires July 25, 1966



A RESOLUTION setting forth rules of procedure for the Public Service Board of the Lavalette Public Service District; fixing the time and place of the meetings of said Board and the manner in which special meetings may be called.

BE IT AND IT IS HEREBY RESOLVED BY THE PUBLIC SERVICE BOARD OF THE LAVALETTE PUBLIC SERVICE DISTRICT, WAYNE AND CABELL COUNTIES, WEST VIRGINIA, AS FOLLOWS:

Section 1. Regular meetings of The Public Service Board of the Lavalette Public Service District shall be held without notice at 4208 - 5th. Street Road in Lavalette, West Virginia, on the third Tuesday of each month, at 7:30 P.M., unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day.

Section 2. The first regular meeting in January, 1965, and the first regular meeting in January on each succeeding year shall be the annual organizational meeting, at which time a chairman shall be selected from the members of The Board and a secretary and treasurer shall be appointed.

Section 3. The Chairman of The Public Service Board may, when he deems it expedient and shall, upon the written request of two members of The Board, call a special meeting of The Board for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of The Board or may be mailed to the business or home address of each member of The Board at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all the members of The Board are present at a special meeting, any and

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all business may be transacted at such special meeting.

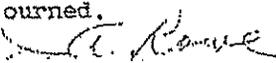
Section 4. A majority of the members of The Board shall constitute a quorum for the purpose of conducting the business and exercising the powers of The District and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by The Board upon a vote of a majority of the members of said Board.

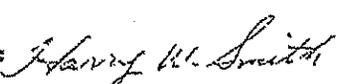
Section 5. At the regular meetings of The Board, the following shall be the order of business:

1. Roll call
2. Reading and approval of the minutes of the previous meeting
3. Bills and communications
4. Reports of the Secretary and Treasurer
5. Reports of committees
6. Unfinished business
7. New business
8. Adjournment

Section 6. All resolutions shall be in writing and shall be copied in a journal of the proceedings of The Board, and the voting on all questions coming before The Board shall be by roll call and the Ayes and Nays shall be entered upon the minutes of such meeting.

On motion and vote the meeting adjourned.

  
/s/ J. A. Rowe, Chairman

ATTEST:   
/s/ Harry W. Smith, Secretary

Dated: December 7, 1964

STATE OF WEST VIRGINIA }  
COUNTY OF WAYNE } ss:

I, Harry W. Smith, do hereby certify that I am the duly qualified and acting Secretary of The Public Service Board of the Lavalette Public Service District, Wayne and Cabell Counties, West Virginia.

I further certify that the above and foregoing is a true and correct copy of the minutes of a meeting of said Public Service Board held on the 7th. day of December, 1964, and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of said Public Service District this the 30th. day of May, 1965.

*Harry W. Smith*, Secretary  
Harry W. Smith

(SEAL)

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LAVALETTE PUBLIC SERVICE DISTRICT  
WAYNE AND CABELL COUNTIES, WEST VIRGINIA  
PUBLIC WATER SYSTEM

PROPOSED NEW DISTRICT BOUNDRIES

The Lavalette Public Service District shall be as follows:

Beginning at a point having a latitude of North  $38^{\circ} 23' 29''$   
and a longitude of West  $82^{\circ} 27' 34''$ ;

Thence due east 0.71 mile to a point having a latitude of North  
 $38^{\circ} 23' 29''$  and a longitude of West  $82^{\circ} 26' 47''$ ;

Thence due South 0.91 mile to a point having a latitude of North  
 $38^{\circ} 22' 41''$  and a longitude of West  $82^{\circ} 25' 47''$ ;

Thence South  $68^{\circ} 37'$  East 1.05 miles to a point having a latitude  
of North  $38^{\circ} 22' 21''$  and a longitude of West  $82^{\circ} 25' 12''$ ;

Thence North  $76^{\circ} 05'$  East 1.57 miles to a point having a  
latitude of North  $38^{\circ} 22' 41''$  and a longitude of West  $82^{\circ} 24' 01''$ ;

Thence due South 7.99 miles to a point having a latitude of North  
 $38^{\circ} 15' 43''$  and a longitude of West  $82^{\circ} 24' 01''$ ;

Thence due West 5.27 miles to a point having a latitude of North  
 $38^{\circ} 15' 43''$  and a longitude of West  $82^{\circ} 29' 52''$ ;

Thence due North 7.41 miles to a point having a latitude of North  
 $38^{\circ} 22' 12''$  and a longitude of West  $82^{\circ} 29' 52''$ ;

Thence due East 2.07 miles to a point having a latitude of  
North  $38^{\circ} 22' 12''$  and a longitude of West  $82^{\circ} 27' 34''$ ;

Thence due North 1.49 miles to the point of beginning and con-  
taining 41.12 square miles all within the Union, West Moreland, and  
Ceredo Magisterial Districts, Wayne County, West Virginia and the  
Guyandotte Magisterial District, Cabell County, West Virginia, and as  
shown upon map prepared by J. H. Millam, Inc., Consulting Engineers,  
1214 Myers Avenue, Dunbar, West Virginia

7/13/71



## County Commission of Wayne County

P.O. Box 248

Wayne, West Virginia 25570

Phone 304-272-6350 • Fax 304-272-6348

Charles E. Sammons, President • James H. Booton, Commissioner • Rick Wellman, Commissioner

July 6, 2007

Bill Willis, Secretary/Treasurer  
Lavalette Public Service District  
5308 WV Rt. 152  
Lavalette, WV 25535

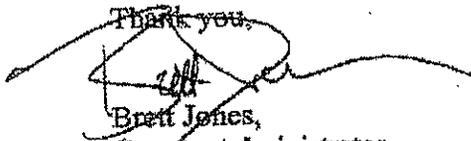
RE: Reappointment of Michael Blatt and Dennis Lyons

Dear Mr. Willis:

At a regular meeting of the Wayne County Commission, the Commission voted to reappoint Michael Blatt for a term of six years beginning February 1, 2007 to January 31, 2013 and Dennis Lyons for a term of six years beginning March 19, 2007 to March 18, 2013.

Thank you for your hard work and diligence in providing clean sanitary water to the District.

Thank you,

  
Brett Jones,  
County Administrator



## County Commission of Wayne County

P.O. Box 248

Wayne, West Virginia 25570

Phone 304-272-6350 • Fax 304-272-6348

Charles E. Sammons, President • James H. Booton, Commissioner • Rick Wellman, Commissioner

December 20, 2005

Lavalette Public Service District  
Dennis Lyons, Chairman  
5308 Route 152  
Lavalette, WV 25535

Dear Mr. Lyons:

Please be advised, during a regular session of the Wayne County Commission on Monday, December 19<sup>th</sup>, 2005, a motion was made and duly seconded to re-appoint William Willis to serve another 6 (six) year term on the Lavalette Public Service District Board.

Mr. Willis' new term will be effective from 11-13-05 to 11-13-11.

Should you have any questions concerning this appointment, please advise.

Kindest Regards,

A handwritten signature in cursive script that reads "Lori Justice".

Lori Justice  
Administrative Secretary  
Wayne County Commission

Cc: file

At a Regular Session of the Wayne County Commission held on Thursday, December 19, 2005.

Present: Charles Sammons President  
Jim Booton Commissioner  
Rick Wellman Commissioner

=====

Meeting called to order by President Sammons at 10:15 a.m.

=====

Motion by Commissioner Wellman to approve the exonerations, appointments made in Vacation, invoices and minutes of 12/12/05. Motion seconded by Commissioner Booton. Unanimous vote.

=====

Motion by Commissioner Booton to offer the position of custodian at the Extension Office to a contracted vendor at \$170.00 per month. Motion seconded by Commissioner Wellman. Unanimous vote.

=====

Motion by Commissioner Wellman to approve Budget Revision #5 for the General County Fund. Motion seconded by Commissioner Booton. Unanimous vote.

=====

William Harold Shannon, Estate: Present: Pamela Willis represented by Attorney Paul Ryker, Mike Shannon, William P. Shannon and Roy P. Shannon.

Attorney Paul Ryker came before the Commission representing Pam Willis, daughter of William Harold Shannon. Mr. Ryker stated that Loretta Shannon, Wife of William Harold Shannon, is not physically able to fulfill her duties. Mr. Ryker is asking that the Commission accept her petition to be appointed over the estate.

=====

Motion by Commissioner Booton for a five minute recess at 11:20 a.m. Motion seconded by Commissioner Wellman.

Motion by Commissioner Booton to reconvene at 11:25 a.m. Motion seconded by Commissioner Wellman.

=====

Motion by Commissioner Booton to accept the Order as entered by Attorney Paul Ryker appointing Pam Willis over the estate of William Harold Shannon. Motion seconded by Commissioner Wellman. Unanimous vote.

=====

Motion by Commissioner Wellman to re-appoint Mr. William W. Willis to the Lavalette Public Service District Board for a term of six years starting November 13, 2005. Motion seconded by Commissioner Booton. Unanimous vote.

=====

Kenneth Ray Starkey, Sr., Estate: Present: Dorothy Followay represented by Attorney Paul Ryker.

Motion by Commissioner Wellman to remove Kenneth Starkey, Jr. and appoint Dorothy Followay as Administratrix over the estate of Kenneth Ray Starkey, Sr. Motion seconded by Commissioner Booton. Unanimous vote.

WAYNE COUNTY COMMISSION  
 Recorded Clerk 20  
 Date/Time Re 03/20/2001 14:41:16  
 Inst #: 98985  
 Type: OATH 0  
 Book/Page 2- / 65-  
 Total Recd 2.50 .00

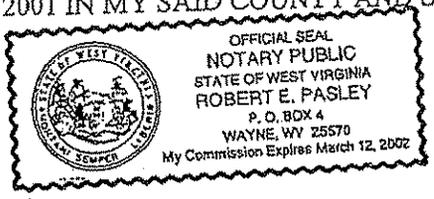
LAVALETTE  
 3308 Rt. 152  
 Lavalette, WV 25535

I SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL SUPPORT THE  
 CONSTITUTION OF THE UNITED STATES OF AMERICA, THE CONSTITUTION  
 OF THE STATE OF WEST VIRGINIA, AND I WILL FAITHFULLY DISCHARGE  
 MY DUTIES AS BOARD MEMBER FOR THE LAVALETTE PUBLIC SERVICE  
 DISTRICT, WAYNE COUNTY, WEST VIRGINIA TO THE BEST OF MY SKILL  
 AND JUDGMENT, SO HELP ME GOD.

*Commiss Lyons*  
 SIGNATURE  
 Mar 20, 2001  
 DATE

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

SUBSCRIBED BEFORE ME A NOTARY PUBLIC ON THIS 20<sup>TH</sup> DAY OF MARCH,  
 2001 IN MY SAID COUNTY AND STATE.



*Robert E. Pasley*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 3/12/02  
 BOOK 2  
 PAGE 65

Office of the Clerk of County Commission  
 Wayne County, West Virginia  
 The foregoing writing was this day presented in my  
 office, and thereupon together with the certificate annexed,  
 is admitted to record.  
*Robert E. Pasley*, Clerk  
 A. I. A. I. N

WAYNE COUNTY COMMISSION  
Recorded Clerk 20  
Dte/Time Re 03/20/2001 14:42:23  
Inst #: 98986  
Type: OATH 0  
Book/Page 2- / 66-  
Total Recd 2.50 .00

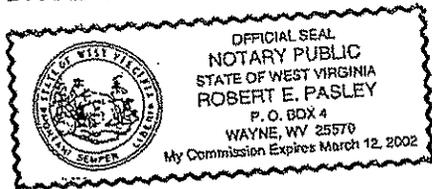
BOOK 2  
PAGE 66

I SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL SUPPORT THE  
CONSTITUTION OF THE UNITED STATES OF AMERICA, THE CONSTITUTION  
OF THE STATE OF WEST VIRGINIA, AND I WILL FAITHFULLY DISCHARGE  
MY DUTIES AS BOARD MEMBER FOR THE LA VALETTE PUBLIC SERVICE  
DISTRICT, WAYNE COUNTY, WEST VIRGINIA TO THE BEST OF MY SKILL  
AND JUDGMENT, SO HELP ME GOD.

William H. Kelly  
SIGNATURE  
3/20/2001  
DATE

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

SUBSCRIBED BEFORE ME A NOTARY PUBLIC ON THIS 20<sup>TH</sup> DAY OF MARCH,  
2001 IN MY SAID COUNTY AND STATE.



Robert E. Pasley  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 3/12/02

Office of the Clerk of County Commissions  
Wayne County, West Virginia

The foregoing writing was this day presented to me in my  
office, and thereupon together with the certificate enclosed  
is admitted to record.

Robert E. Pasley Clerk  
Debra A. [Signature] Deputy

WAYNE COUNTY COMMISSION  
Recorded Clerk 20  
Dte/Time Re 12/21/2001 11:51:18  
Inst #: 106563  
Type: OATH 0  
Book/Page 2- / 68-  
Total Recd .00 .00

BOOK 2  
PAGE 68

REC. 21 2001

Robert - Dec 21 2001

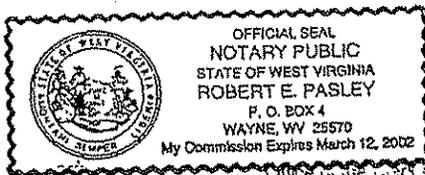
I SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL SUPPORT THE  
CONSTITUTION OF THE UNITED STATES OF AMERICA, THE CONSTITUTION  
OF THE STATE OF WEST VIRGINIA, AND I WILL FAITHFULLY DISCHARGE  
MY DUTIES AS BOARD MEMBER OF THE LAVALETTE PUBLIC SERVICE  
DISTRICT, LAVALETTE, WEST VIRGINIA TO THE BEST OF MY SKILL AND  
JUDGMENT, SO HELP ME GOD.

Michael A. Blatt  
SIGNATURE

21 Dec 01  
DATE

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

SUBSCRIBED BEFORE ME, A NOTARY PUBLIC, ON THE 21<sup>ST</sup> DAY OF  
DECEMBER, 2001 IN MY AFORESAID COUNTY AND STATE. MY COMMISSION  
EXPIRES MARCH 12, 2002.



Robert E. Pasley  
NOTARY PUBLIC

Office of the Clerk of County Commission  
Wayne County, West Virginia

The foregoing writing was this day presented in my  
office, and thereupon together with the certificate  
annexed, is admitted to record.

REC 21 2001

Robert E. Pasley, Clerk

Shelby A. Goff Deputy

RULES OF PROCEDURE  
LVALETTE PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: LVALETTE PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at 5308 Rt. 152, Lavalette, Wayne County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Lavalette Public Service District, and in the center "seal" as follows:

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

## ARTICLE III

### MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by The County Commission of Wayne County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

## ARTICLE IV

### MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the \_\_\_\_\_ of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, 2 members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least 3 days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

### PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of such Public Service Board, and the date, time, place and purpose of all special meetings of such Public Service Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Public Service Board of the Public Service District at the front door or bulletin board of the Wayne County Courthouse and at the front door or bulletin board of the place fixed for regular meetings of the Public Service Board of the date, time and place fixed and entered of record by the Public Service Board 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 locations by the Secretary of the Public Service Board not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Public Service Board at the front door or bulletin board of the Wayne County Courthouse and at the front door or bulletin board of the place fixed for the regular meetings of the Public Service Board not less than 72 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

## ARTICLE V

### OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

## ARTICLE VI

### DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any

deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

## ARTICLE VII

### AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 18th day of October, 2004.

10/05/04  
509380.00001

CH707264.1

**PUBLIC SERVICE COMMISSION EST VIRGINIA**

**CHARLESTON**  
Entered by the Public Service Commission of West Virginia, in the City of Charleston on the 25th day of September, 2008.

CASE NO. 08-1657-PWD-CN.  
LAVALETTE PUBLIC SERVICE DISTRICT, a public corporation.

Application for a certificate of convenience and necessity for the construction, operation and maintenance of a waterline extension to provide water service to approximately 193 residences along County Route 37 and for approval of financing related thereto.

**NOTICE OF FILING**

WHEREAS, on September 25, 2008, the Lavalette Public Service District filed an application, duly verified, for a certificate for the construction, operation and maintenance of a waterline extension to provide quality and dependable potable water and fire protection service to approximately 193 residences along County Route 37 in Wayne County, and for approval of financing related thereto. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS, the estimated total construction costs for the proposed project is \$4,208,000.00, to be funded through two Rural Utilities Service ("RUS") grants of \$1,000,000.00 and \$839,000.00, a RUS

**LEGAL ADVERTISEMENT**

loan in the amount of \$1,536,000.00 for a period of 40 years at 4.5% interest and a RUS loan in the amount of \$843,000.00 for a period of 40 years at 4.375% interest. The combined total monthly payment on the two loans will be \$10,807.00.

No rate increase will be necessary as a result of the proposed project. The District will continue to bill its water customers under its current Tariff No. 28, which has been in effect since March 26, 2007, and is on file with the Public Service Commission of West Virginia.

Lavalette Public Service District has no resale customers.

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

Pursuant to 24-2-11, West Virginia Code, IT IS ORDERED that Lavalette Public Service District 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 Wayne County, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following

the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases; or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, P. O. Box 812, Charleston, West Virginia 25323.

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.

Sandra Squire  
Executive Secretary  
10/01/2008 1tc

**Affidavit of Legal Publication and Posting STATE OF WEST VIRGINIA COUNTY OF WAYNE, TO-WIT:**

I, Thomas J. George publisher of the WAYNE COUNTY NEWS, a newspaper published in the COUNTY OF WAYNE, STATE OF WEST VIRGINIA, hereby certify that the annexed publication was inserted in said newspaper on the following dates:

Commencing on October 1, 2008

And Ending on October 1, 2008

Given under my hand this 2nd day

of October 2008

Thomas J. George

Sworn to and subscribed before me this

2nd day of October

20 08, at Wayne, Wayne County,

West Virginia.

Ruth A. Adkins  
NOTARY PUBLIC

of, in and for WAYNE COUNTY, WEST VIRGINIA.

MY COMMISSION EXPIRES: Nov. 18, 2009

Amount Due for Publishing Annexed Notice:

\$ 99.52



LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

EXCERPT OF MINUTES ON ELECTION OF OFFICERS

The undersigned SECRETARY of the Public Service Board of Lavalette Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

\*\*\*

\*\*\*

\*\*\*

The Public Service Board of Lavalette Public Service District met in regular session, pursuant to notice duly posted, on the 14th day of May, 2009, in Wayne County, West Virginia.

PRESENT:

Dennis J. Lyons, Chairman  
William Willis, Secretary/Treasurer  
Michael Blatt

Dennis J. Lyons, Chairman, presided, and William Willis, acted as Secretary. The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote for each office, the following members were elected to the following offices for the 2009 calendar year:

Dennis J. Lyons, Chairman  
William Willis, Secretary/Treasurer

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of Lavalette Public Service District 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 18th day of May, 2009.

  
Secretary

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

EXCERPT OF MINUTES ON ADOPTION OF  
BOND RESOLUTION AND DRAW RESOLUTION

The undersigned SECRETARY of the Public Service Board of Lavalette Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

\*\*\*

\*\*\*

\*\*\*

The Public Service Board of Lavalette Public Service District met in regular session, pursuant to notice duly posted, on the 14th day of May, 2009, in Wayne County, West Virginia, at the hour of 10:00 a.m.

PRESENT:

Dennis J. Lyons, Chairman  
William Willis, Secretary/Treasurer  
Michael Blatt

ABSENT:

None.

Dennis J. Lyons, Chairman, presided, and William Willis, acted as Secretary. The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION  
AND CONSTRUCTION OF CERTAIN PUBLIC  
SERVICE PROPERTIES CONSISTING OF ADDITIONS,  
IMPROVEMENTS AND EXTENSIONS TO THE  
EXISTING WATERWORKS SYSTEM OF LAVALETTE  
PUBLIC SERVICE DISTRICT, AND THE FINANCING  
OF THE COST, NOT OTHERWISE PROVIDED

THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,526,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE) AND OF NOT MORE THAN \$843,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

and caused the same to be read and there was discussion. Thereupon, on motion duly made by William Willis and seconded by Michael Blatt, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by William Willis and seconded by Michael Blatt, it was unanimously ordered that the said Draw Resolution be adopted.

\*\*\*

\*\*\*

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

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of Lavalette Public Service District 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 18th day of May, 2009.

  
Secretary

**WV MUNICIPAL BOND COMMISSION**  
 1207 Quarrier Street  
 Suite 401  
 Charleston, WV 25301  
 (304) 558-3971

**NEW ISSUE REPORT FORM**

Date of Report: 18-May-09

ISSUE: <u>Lavalette Public Service District</u> <u>Water Revenue Bonds, Series 2009 A United States Department of Agriculture)</u>	
ADDRESS: <u>5308 Rte 152, Lavalette, West Virginia 25535</u>	COUNTY: <u>Wayne</u>
PURPOSE OF ISSUE: New Money: <u>x</u> Refunding: _____	
REFUNDS ISSUE(S) DATED: <u>NA</u>	CLOSING DATE: <u>18-May-09</u>
ISSUE DATE: <u>18-May-09</u>	RATE: <u>4.50%</u>
ISSUE AMOUNT: <u>\$1,526,000</u>	1ST PRINCIPAL DUE <u>NA</u>
1ST DEBT SERVICE DUE: _____	PAYING AGENT: <u>Issuer</u>
1ST DEBT SERVICE AMOUNT <u>NA</u>	
<b>BOND COUNSEL:</b> Firm: <u>Steptoe &amp; Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	<b>UNDERWRITERS COUNSEL</b> Firm: _____ Contact: _____ Phone: _____
<b>CLOSING BANK:</b> Bank: _____ Contact: _____ Phone: _____	<b>ESCROW TRUSTEE:</b> Firm: _____ Contact: _____ Phone: _____
<b>KNOWLEDGEABLE ISSUER CONTACT</b> Contact: <u>Darrell Wellman</u> Position: <u>General Manager</u> Phone: <u>304.525.3771</u>	<b>OTHER:</b> Agency: <u>United States Department of Agriculture</u> Contact: <u>Tracey Rowan</u> Position: <u>Rural Development Specialist</u> Phone: <u>304.776.5298 x 116</u>
<b>DEPOSITS TO MBC AT CLOSE</b> By: _____ Wire _____ _____ Check _____	
	Accrued Interest: \$ _____ Capitalized Interest: \$ _____ Reserve Account: \$ _____ Other: \$ _____
<b>REFUNDS &amp; TRANSFERS BY MBC AT CLOSE</b> By: _____ Wire _____ _____ Check _____ _____ IGT _____	
	To Escrow Trustee: \$ _____ To Issuer: \$ _____ To Cons. Invest. Fun: \$ _____ To Other: _____ \$ _____
NOTES: <u>Monthly debt service payments will be made by the District directly to the National Finance Office.</u> <u>The Municipal Bond Commission will only hold the Series 2009 A Reserve Account. The first payment into the Reserve Account will commence 24 months following the date hereof.</u>	
<b>FOR MUNICIPAL BOND COMMISSION USE ONLY:</b> DOCUMENTS REQUIRED: _____ TRANSFERS REQUIRED: _____	

**WV MUNICIPAL BOND COMMISSION**  
 1207 Quarrier Street  
 Suite 401  
 Charleston, WV 25301  
 (304) 558-3971

**NEW ISSUE REPORT FORM**

Date of Report: 18-May-09

ISSUE: <u>Lavalette Public Service District</u> <u>Water Revenue Bonds, Series 2009 B United States Department of Agriculture)</u>	
ADDRESS: <u>5308 Rte 152, Lavalette, West Virginia 25535</u>	COUNTY: <u>Wayne</u>
PURPOSE OF ISSUE: New Money: <u>x</u> Refunding: _____	
REFUNDS ISSUE(S) DATED: <u>NA</u>	CLOSING DATE: <u>18-May-09</u>
ISSUE DATE: <u>18-May-09</u>	RATE: <u>4.375%</u>
ISSUE AMOUNT: <u>\$843,000</u>	1ST DEBT SERVICE DUE: _____
1ST DEBT SERVICE AMOUNT <u>NA</u>	1ST PRINCIPAL DUE <u>NA</u>
PAYING AGENT: <u>Issuer</u>	
BOND COUNSEL: Firm: <u>Steptoe &amp; Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	UNDERWRITERS COUNSEL Firm: _____ Contact: _____ Phone: _____
CLOSING BANK: Bank: _____ Contact: _____ Phone: _____	ESCROW TRUSTEE: Firm: _____ Contact: _____ Phone: _____
KNOWLEDGEABLE ISSUER CONTACT Contact: <u>Darrell Wellman</u> Position: <u>General Manager</u> Phone: <u>304.525.3771</u>	OTHER: Agency: <u>United States Department of Agriculture</u> Contact: <u>Tracey Rowan</u> Position: <u>Rural Development Specialist</u> Phone: <u>304.776.5298 x 116</u>
DEPOSITS TO MBC AT CLOSE By: _____ Wire _____ _____ Check _____	
Accrued Interest: \$ _____ Capitalized Interest: \$ _____ Reserve Account: \$ _____ Other: \$ _____	
REFUNDS & TRANSFERS BY MBC AT CLOSE By: _____ Wire _____ _____ Check _____ _____ IGT _____	
To Escrow Trustee: \$ _____ To Issuer: \$ _____ To Cons. Invest. Fun: \$ _____ To Other: _____ \$ _____	
NOTES: <u>Monthly debt service payments will be made by the District directly to the National Finance Office.</u> <u>The Municipal Bond Commission will only hold the Series 2009 B Reserve Account. The first payment into the Reserve Account will commence 24 months following the date hereof.</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: _____ TRANSFERS REQUIRED: _____	

# State of West Virginia

## OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS • 1 DAVIS SQUARE, SUITE 200 • CHARLESTON, WEST VIRGINIA, 25301  
TELEPHONE 304-558-2981

(Water)  
**PROJECT:** State Route 37 Water Line Extension **PERMIT NO.:** 17-552

**LOCATION:** Along State Route 37 **COUNTY:** Wayne **DATE:** 6-26-2007

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

Lava Lette Public Service District  
5303 Route 152  
Lava Lette, West Virginia 25535

is hereby granted approval to: install approximately 26,638 LF of 8", 38,233 LF of 6" and 9,822 LF of 2" water line; one (1) 100 G.P.M. duplex water booster station; one (1) 108,000 gallon water storage tank; all necessary valves, controls and appurtenances, with water being supplied by the Kenova Municipal Water Department.

Facilities are to serve 245 new customers along State Route 37 and County Routes 37/4, 37/6, 37/8, 52/93 and 29/2 in Lava Lette Public Service District.

**NOTE:** This permit is contingent upon: 1) All new water line and the water storage tank being disinfected, flushed and bacteriologically tested prior to use; and 2) Enclosing the new 108,000 water storage tank with a minimum six (6) feet high fence with a locking gate.

The Environmental Engineering Division of the **OEHS St. Albans District Office** (304-722-0611) 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 J. Herold, Jr., P.E., Assistant Manager  
Infrastructure and Capital Development  
Environmental Engineering Division

WSH:em

pe: E.L. Robinson Engineering Company  
Kenova Municipal Water Department  
James W. Ellist, P.E., P.S.C. Engineering Division  
Amy Swann, P.S.C.  
Wayne County Health Department  
OEHS-EED St. Albans District Office

LOAN RESOLUTION  
(Public Bodies)

A RESOLUTION OF THE Board

OF THE Lavalette Public Service District

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Water

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the Lavalette Public Service District  
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

ONE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND AND XX / 100 DOLLARS (\$1,526,000.00)

pursuant to the provisions of Chapter 16, Article 13A, West Virginia Code ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 1,000,000.00

under the terms offered by the Government; that Chairman

and Secretary of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

Yeas 3 Nays 0 Absent \_\_\_\_\_

IN WITNESS WHEREOF, the Board of the

Lavalette Public Service District has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 19th day of September, 2006

Lavalette Public Service District

(SEAL)

By Dennis J. Lyons  
Dennis J. Lyons

Title Chairman

Attest: William W. Willis

William W. Willis

Title Secretary

### CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as \_\_\_\_\_ of the Lavalette Public Service District

hereby certify that the Board of such Association is composed of \_\_\_\_\_ members, of whom \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and

held on the 18th day of May, 2009; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of \_\_\_\_\_, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 18th day of May, 2009

  
\_\_\_\_\_  
William W. Willis  
Title Secretary

**LOAN RESOLUTION**  
(Public Bodies)

A RESOLUTION OF THE Board

OF THE Lavalette Public Service District

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Water System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the Lavalette Public Service District  
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

EIGHT HUNDRED FORTY-THREE THOUSAND AND XX / 100 DOLLARS (\$843,000.00)

pursuant to the provisions of Chapter 16, Article 13A, West Virginia Code ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as \_\_\_\_\_ of the Lavalette Public Service District

hereby certify that the \_\_\_\_\_ **Board** \_\_\_\_\_ of such Association is composed of

\_\_\_\_\_ members, of whom \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and

held on the 18th day of May, 2009; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of \_\_\_\_\_, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 18th day of May, 2009



**William W. Willis**

Title Secretary

APR 16 2008

RUS Bulletin 1780-12  
(Automated 11-97)

WATER OR WASTE SYSTEM GRANT AGREEMENT  
UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE

THIS AGREEMENT dated May 18, 2009 between

Lavalette Public Service District

a public corporation organized and operating under  
Chapter 16, Article 13A, West Virginia Code  
*(Authorizing Statute)*

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:  
WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 4,208,000 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 2,369,000 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 2,369,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,839,000 or 43.70% percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not to exceed 43.70% percent of the development costs, as defined by applicable Rural Utilities Service Instructions.

GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Approximately 12 miles of various size waterline, a 108,000 gallon water storage tank, one booster pump station, and necessary appurtenances to provide potable water to approximately 156 new customers. The extension will start at the intersection of State Route 37 and Hurricane Creek Road near the Town of Fort Gay, and serve residents along County Route 37 in a northeasterly direction to the intersection of State Route 37 and County Route 27 near the community of Echo. The proposed project will also serve residents along the northern portions of County Routes 37/4, 37/6 and 37/8. The project is located in Butler Magisterial District in Wayne County, West Virginia.

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

None

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Chairman

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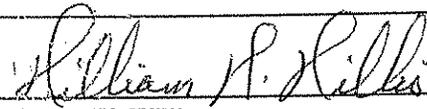
and attested and its corporate seal affixed by its duly authorized

Secretary

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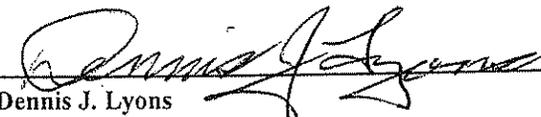
Attest:

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By:   
William W. Willis

(Title) Secretary

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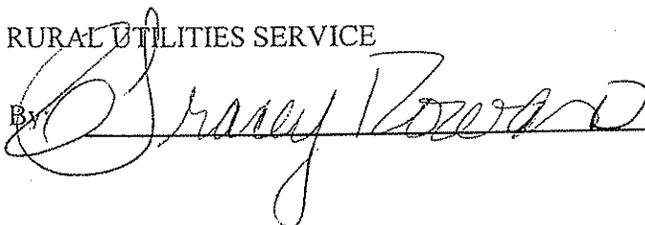
By:   
Dennis J. Lyons

(Title) Chairman

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UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: 

Community Program Specialist  
(Title)

LAVALETTE PUBLIC SERVICE DISTRICT

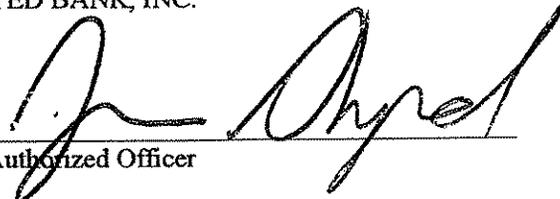
Water Revenue Bonds, Series 2009 A and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

The undersigned duly authorized representative of United Bank, Inc., Huntington, West Virginia (the "Bank"), hereby certifies that on May 18, 2009, the Bank received an automated transfer in the amount of \$384,581 to the credit of the Series 2009 Bonds Construction Trust Fund, Account Number 0069693596.

WITNESS my signature on this 18th day of May, 2009.

UNITED BANK, INC.

By:   
Its: Authorized Officer

05.05.09  
509380.00003

LAVALETTE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A; and  
Water Revenue Bonds, Series 2009 B  
(United States Department of Agriculture)

RECEIPT AND RELEASE OF SERIES 2007 A BONDS

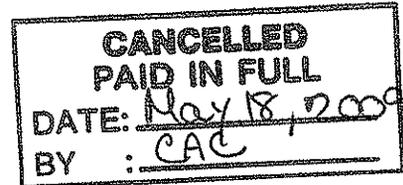
The undersigned duly authorized representative of the West Virginia Water Development Authority, West Virginia (the "Authority"), the holder of the Lavalette Public Service District Waterworks Revenue Design Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated August 28, 2007, in the original aggregate principal amount of \$200,000 (the "Series 2007 A Bonds") hereby certifies and declares that on May 18, 2009, the Authority received from the Lavalette Public Service District (the "Issuer") the sum of \$190,494 and that such sum is sufficient to pay in full the entire outstanding principal of and all accrued interest on the Series 2007 A Bonds to the date hereof and to discharge all liens, pledges and encumbrances securing the Series 2007 A Bonds.

Dated this 20<sup>th</sup> day of May, 2009.

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

By:   
Its: Authorized Officer

05.05.09  
509380.00003



UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
LAVALETTE PUBLIC SERVICE DISTRICT  
WATERWORKS SYSTEM DESIGN REVENUE BONDS, SERIES 2007 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$200,000

KNOW ALL MEN BY THESE PRESENTS: That LAVALETTE PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Wayne County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000), 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 June 1, 2008, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with 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 August 28, 2007.

This Bond is issued (i) to pay a portion of the costs of design of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the design of the aforementioned improvements and extensions is herein referred to as the "Project", and the existing public waterworks system of the Issuer, together with any further additions, betterments and improvements thereto, including those contemplated by the Project, are collectively referred to as the "System"); and (ii) to pay costs of issuance of the Bonds of this Series (the "Bonds") and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on August 21, 2007, and a Supplemental Resolution duly adopted by the Issuer on August 21, 2007 (collectively, the "Bond

CANCELLED  
PAID IN FULL  
DATE: May 18, 2000  
BY : CAC

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.

THIS BOND IS ISSUED JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S (I) WATER REVENUE BONDS, SERIES 1972 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 17, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$370,000 (THE "SERIES 1972 BONDS"); (II) WATER REVENUE BONDS, SERIES 2004 A (UNITED BANK, INC.), DATED APRIL 23, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$533,721 (THE "SERIES 2004 A BONDS"); (III) WATER REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,000,000 (THE "SERIES 2006 A BONDS"); (IV) WATER REVENUE BONDS, SERIES 2006 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$713,000 (THE "SERIES 2006 B BONDS"); AND (V) WATER REVENUE BONDS, SERIES 2006 C (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 23, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,918,050 (THE "SERIES 2006 C BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, junior and subordinate with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2007 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and 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, except from said special fund provided from the Net Revenues, the moneys in the Series 2007 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2007 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

CANCELLED  
PAID IN FULL  
DATE: Nov 18, 2009  
BY : CAC

succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior 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 Huntington National Bank, Charleston, West Virginia, as 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 moneys 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 moneys, until so applied, in favor of the registered owner of this Bond.

Under the Act, this Bond is exempt from taxation by the State of West Virginia and other taxing bodies of the State.

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

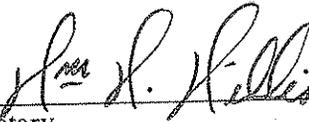
CANCELLED  
PAID IN FULL  
DATE: May 18, 2009  
BY : CAC

IN WITNESS WHEREOF, LAVALETTE PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairperson and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated August 28, 2007.

[SEAL]

  
Chairperson

ATTEST:

  
Secretary

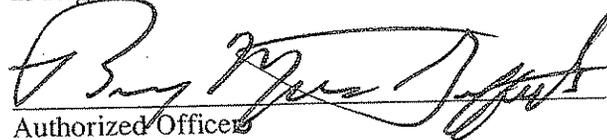
CANCELLED  
PAID IN FULL  
DATE: May 18, 2009  
BY : CAC

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2007 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: August 28, 2007.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

  
Authorized Officer

**CANCELLED**  
**PAID IN FULL**  
 DATE: May 18, 2009  
 BY : CAE

EXHIBIT A  
RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	\$200,000	August 28, 2007	(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)	\$	
<b>TOTAL</b>				\$	_____

CANCELLED  
PAID IN FULL  
DATE: May 18, 2009  
BY : CAC

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

**\$200,000**  
**Lavalette Public Service District**  
**0% Interest Rate; 20 Years**  
**Closing Date: August 28, 2007**

**CANCELLED**  
**PAID IN FULL**  
**DATE: ~~CAE~~ May 18, 2000**  
**BY : ~~CAE~~**

## Debt Service Schedule

Date	Principal	Coupon	Total P+I
09/01/2007	-	-	-
12/01/2007	-	-	-
03/01/2008	-	-	-
06/01/2008	2,500.00	-	2,500.00
09/01/2008	2,500.00	-	2,500.00
12/01/2008	2,500.00	-	2,500.00
03/01/2009	2,500.00	-	2,500.00
06/01/2009	2,500.00	-	2,500.00
09/01/2009	2,500.00	-	2,500.00
12/01/2009	2,500.00	-	2,500.00
03/01/2010	2,500.00	-	2,500.00
06/01/2010	2,500.00	-	2,500.00
09/01/2010	2,500.00	-	2,500.00
12/01/2010	2,500.00	-	2,500.00
03/01/2011	2,500.00	-	2,500.00
06/01/2011	2,500.00	-	2,500.00
09/01/2011	2,500.00	-	2,500.00
12/01/2011	2,500.00	-	2,500.00
03/01/2012	2,500.00	-	2,500.00
06/01/2012	2,500.00	-	2,500.00
09/01/2012	2,500.00	-	2,500.00
12/01/2012	2,500.00	-	2,500.00
03/01/2013	2,500.00	-	2,500.00
06/01/2013	2,500.00	-	2,500.00
09/01/2013	2,500.00	-	2,500.00
12/01/2013	2,500.00	-	2,500.00
03/01/2014	2,500.00	-	2,500.00
06/01/2014	2,500.00	-	2,500.00
09/01/2014	2,500.00	-	2,500.00
12/01/2014	2,500.00	-	2,500.00
03/01/2015	2,500.00	-	2,500.00
06/01/2015	2,500.00	-	2,500.00
09/01/2015	2,500.00	-	2,500.00
12/01/2015	2,500.00	-	2,500.00
03/01/2016	2,500.00	-	2,500.00
06/01/2016	2,500.00	-	2,500.00
09/01/2016	2,500.00	-	2,500.00
12/01/2016	2,500.00	-	2,500.00
03/01/2017	2,500.00	-	2,500.00
06/01/2017	2,500.00	-	2,500.00
09/01/2017	2,500.00	-	2,500.00
12/01/2017	2,500.00	-	2,500.00
03/01/2018	2,500.00	-	2,500.00
06/01/2018	2,500.00	-	2,500.00

\$200,000

Lavalette Public Service District  
0% Interest Rate; 20 Years  
Closing Date: August 28, 2007

CANCELLED  
PAID IN FULL  
DATE: May 18, 2009  
BY : CAC

### Debt Service Schedule

Date	Principal	Coupon	Total P+I
09/01/2018	2,500.00	-	2,500.00
12/01/2018	2,500.00	-	2,500.00
03/01/2019	2,500.00	-	2,500.00
06/01/2019	2,500.00	-	2,500.00
09/01/2019	2,500.00	-	2,500.00
12/01/2019	2,500.00	-	2,500.00
03/01/2020	2,500.00	-	2,500.00
06/01/2020	2,500.00	-	2,500.00
09/01/2020	2,500.00	-	2,500.00
12/01/2020	2,500.00	-	2,500.00
03/01/2021	2,500.00	-	2,500.00
06/01/2021	2,500.00	-	2,500.00
09/01/2021	2,500.00	-	2,500.00
12/01/2021	2,500.00	-	2,500.00
03/01/2022	2,500.00	-	2,500.00
06/01/2022	2,500.00	-	2,500.00
09/01/2022	2,500.00	-	2,500.00
12/01/2022	2,500.00	-	2,500.00
03/01/2023	2,500.00	-	2,500.00
06/01/2023	2,500.00	-	2,500.00
09/01/2023	2,500.00	-	2,500.00
12/01/2023	2,500.00	-	2,500.00
03/01/2024	2,500.00	-	2,500.00
06/01/2024	2,500.00	-	2,500.00
09/01/2024	2,500.00	-	2,500.00
12/01/2024	2,500.00	-	2,500.00
03/01/2025	2,500.00	-	2,500.00
06/01/2025	2,500.00	-	2,500.00
09/01/2025	2,500.00	-	2,500.00
12/01/2025	2,500.00	-	2,500.00
03/01/2026	2,500.00	-	2,500.00
06/01/2026	2,500.00	-	2,500.00
09/01/2026	2,500.00	-	2,500.00
12/01/2026	2,500.00	-	2,500.00
03/01/2027	2,500.00	-	2,500.00
06/01/2027	2,500.00	-	2,500.00
09/01/2027	2,500.00	-	2,500.00
12/01/2027	2,500.00	-	2,500.00
03/01/2028	2,500.00	-	2,500.00
<b>Total</b>	<b>\$200,000.00</b>	-	<b>\$200,000.00</b>

\$200,000  
Lavalette Public Service District  
0% Interest Rate; 20 Years  
Closing Date: August 28, 2007

CANCELLED  
PAID IN FULL  
DATE: May 18, 2009  
BY : CAC

## Debt Service Schedule

### Yield Statistics

Bond Year Dollars	\$2,126.67
Average Life	10.633 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	-1.41E-10
Bond Yield for Arbitrage Purposes	-1.41E-10
All Inclusive Cost (AIC)	-1.41E-10
<b>IRS Form 8038</b>	
Net Interest Cost	-
Weighted Average Maturity	10.633 Years





ROUTE 37 WATER

RESOLUTION OF THE LAVALETTE PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Lavalette Public Service District, has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the Route 37 Water Project funded by the United States Department of Agriculture (USDA) and find as follows:

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

NOW, THEREFOR, BE IT RESOLVED Lavalette Public Service District by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	USDA
Steptoe & Johnson	21,350.00	21,350.00
EL Robinson	144,000.00	144,000.00
Municipal Bond Commission (Pay in full Series 2007 A Bonds	190,494.00	190,494.00
Bassett & Lowe	5,960.00	5,960.00
Robert Rodecker	1,220.89	1,220.89
Lavalette PSD	14,952.71	14,952.71
Randall Wall	6,602.45	6,602.45
Total	384,580.05	384,580.05

Round to \$384,581.00

ADOPTED BY the Lavalette Public Service District, at the meeting held on the \_\_\_ day of \_\_\_\_, 2009

By:   
Its: Chairman

By:   
USDA Representative  
Date: 5/14/08

## SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between WEST VIRGINIA AMERICAN WATER COMPANY, a West Virginia corporation (hereinafter "Company"), and LAVALETTE PUBLIC SERVICE DISTRICT, a public corporation and political subdivision established under the provisions of Chapter 16, Article 13A of the West Virginia Code, as amended, (hereinafter "Lavalette PSD");

## WITNESSETH:

That, Whereas, both the Company and Lavalette PSD are regulated by the Public Service Commission of West Virginia ("Commission"); and

Whereas, Lavalette PSD has been a customer of the Company and is now applying for service with the Company under the provisions of the Company's Demand-Based Sale For Resale Service tariff as approved by the Commission in Case No. 05-1598-W-T (the "Demand-Based Tariff"); and

Whereas, Lavalette PSD understands and agrees, as an alternative to being served as a wholesale tariff customer, to receive service from the Company in accordance with the terms and conditions of this Agreement; and

Whereas, the Company is willing to provide water to Lavalette PSD in accordance with the terms and conditions of this Agreement; and

Whereas, Lavalette PSD understands that the rates and charges for service pursuant to this Agreement are lower than would otherwise apply for standard service under the Company's wholesale tariff; and

Whereas, Lavalette PSD has not in the past received, nor is Lavalette PSD currently receiving, any other discounts or special contract rates for water service from the Company; and

Whereas, Lavalette PSD is willing to take its entire potable water requirements from the Company at two interconnection points between the Company's distribution system and the distribution system of the Lavalette PSD; and

Whereas, the Company's daily load factor requirement is satisfied by Lavalette's agreement to purchase its entire potable water requirements from the Company; and

Whereas, Lavalette PSD has a viable competitive alternative to service from the Company that it would intend, in the absence of this Agreement, to select to the detriment of the Company and its other customers; and

Whereas, the Company has determined that it has sufficient available treatment plant, transmission and distribution capacity to supply Lavalette PSD under this Agreement while retaining adequate capacity for the Company's other system needs in the area ; and,

Whereas, Lavalette PSD has furnished sufficient documentation and support, satisfactory to the Company, to establish the eligibility of Lavalette PSD to receive service under the Demand-Based Tariff and the Company is relying upon such documentation and support in offering to serve Lavalette PSD at the rates and under the terms and conditions provided in this Agreement;

Now, Therefore, for and in consideration of the premises, which are hereby made an integral part of this Agreement and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other considerations, the receipt and sufficiency of which are hereby acknowledged, the Company and Lavalette PSD agree as follows:

1. Interconnection. There are presently in existence two transmission lines interconnected to the distribution system of Lavalette PSD which are owned and maintained by the Company. Additional metered interconnections at other points on the Lavalette PSD distribution system ("Supplemental Delivery Points") may be made at any time by the Company at its discretion, as well as at the request of Lavalette PSD. Additional interconnections made by the Company at its discretion shall be at the Company's cost and any additional interconnections made at the request of Lavalette PSD shall be made by the Company at the expense of Lavalette PSD. All interconnections will be owned and maintained by the Company.

2. Meters. The Company has installed appropriately sized meters at the existing Delivery Points and will install appropriately sized meters at any Supplemental Delivery Points for the measurement of the water to be supplied to Lavalette PSD. The Company may, at any time at its discretion, change any meter installed pursuant to this Agreement. The accuracy limits and frequency of testing of all meters shall be governed by the applicable provisions of the Commission's Water Rules.

3. Commencement of Service. Service shall commence under this Agreement, and water shall be made available by the Company to Lavalette PSD and Lavalette PSD shall be obligated to take water from the Company, immediately upon the effective date of approval of this Agreement by the Commission (the "Commencement Date").

4. Term. The term of this Agreement shall be twenty (20) years from and including the Commencement Date.

5. Volume of Water to be Supplied and Taken.

Beginning on the Commencement Date, the Company agrees to supply, and Lavalette PSD agrees to purchase, subject to the terms, conditions and limitations provided in this Agreement, the entire potable water requirements of Lavalette PSD, including all water supplied by Lavalette PSD to its customers, except for (1) water needed to serve customers from a main extension along US Route 52 from just south of Pritchard to just north of the intersection

of Routes 52 and 37 at the end of the Fort Gay system (as reflected in a May 21, 2003 Memorandum of Understanding between the Company and Lavalette PSD); and (2) water needed during periods when water from the Company is either unavailable (or unavailable in sufficient quantities or at sufficient pressures) due to an "operational" (as opposed to "financial") emergency; and (3) water needed during periods when Lavalette PSD is unable to accept water at the existing interconnection site (or at any Supplemental Delivery Points due to an operational emergency).

6. Pressure. Subject to normal operating constraints and Force Majeure (hereinafter defined), the Company will supply water at the Delivery Points at a reasonably constant pressure.

7. Rates.

(a) Initial Rate. Lavalette PSD shall pay the Company at the rate of \$1.50 per 1,000 gallons (the "Initial Rate") for all water supplied to and taken by Lavalette PSD from the Commencement Date until July 15, 2011 (the "Initial Rate Period").

(b) Biennial Rate Adjustment. The rate payable by Lavalette PSD for water supplied by the Company pursuant to this Agreement shall be adjusted for inflation, in the manner set forth herein, at the end of the Initial Rate Period and every two years thereafter during the term of this Agreement. The inflation adjustment shall be in an amount equal to the percentage increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumers ("CPI-U"), U.S. City Average, All Items (1982-84 = 100), between the applicable CPI beginning and ending months, calculated as more fully described in the attached Addendum 1. For the rate adjustment to be made at the end of the Initial Rate Period, the CPI beginning month shall be the month in which the Commencement Date occurred (the first month of the term of the Agreement) and the CPI ending month shall be the last month of the Initial Rate Period.

For example, if the Commencement Date is January 1, 2008, the CPI beginning month for the first rate adjustment would be January, 2008 and the CPI ending month would be July, 2011. After the CPI for July, 2011 is published (in mid-August, 2011), the rate adjustment would be calculated in the manner described in Addendum 1, notice of the rate adjustment would be given to Lavalette PSD and the adjusted rate would be applied to water delivered by the Company to Lavalette PSD during the twenty four (24) consecutive billing periods immediately following the end of the Initial Rate Period (in this example July 15, 2011 through July 14, 2013).

The second and all subsequent biennial rate adjustments would be calculated in the same fashion as the first such rate adjustment except that the applicable CPI beginning month for each respective subsequent adjustment would be the same as the CPI ending month used in the last preceding rate adjustment and the CPI ending month would be the same month two years later (July 15, 2011 and July 14, 2013 in the foregoing example).

(c) Notice of Rate Adjustment. The Company shall notify Lavalette PSD of each biennial rate adjustment at least ten (10) days in advance of the date on which such

rate adjustment is to go into effect and shall supply Lavalette PSD with the calculation of the rate adjustment.

(d) Limitations. In no event shall the applicable rate during the term of this Agreement exceed the corresponding rate or rates set forth in the Company's then current wholesale (sale for resale) tariff.

8. Billing and Payment.

(a) Reading Meter; Billing; Payment; Penalty; Termination of Service. The meters will be read between the first day and the last day of each month and bills will be rendered to Lavalette PSD approximately five (5) days after the reading date (the "Billing Date"). Lavalette PSD shall pay all bills, in full, within thirty-five (35) days after the Billing Date (the "Due Date"). Any bill, or portion thereof, remaining unpaid for more than sixty (60) days after the Billing Date shall be subject to a late payment penalty in the same amount or at the same rate as any late payment penalty then established in the Company's approved tariffs.

(b) Billing Questions/Disputes. If Lavalette PSD questions or disputes all or any portion of a bill, it shall immediately notify the Company of the nature of the question or dispute and the Company and Lavalette PSD shall work promptly and in good faith to try and answer any questions and resolve any disputes. If any question remains unanswered or dispute unresolved as of the Due Date of the bill in question, Lavalette PSD shall nevertheless pay such bill in full, but under protest as to any questioned or disputed amount or issue, and the parties shall continue to work diligently to resolve the matters in question or dispute. If, at any time, either party to this Agreement should conclude that a mutually acceptable resolution of the billing matter in question or dispute cannot be achieved through voluntary negotiations, such party may initiate an appropriate proceeding to submit the matter to the Commission for resolution.

9. Water Quality. The water delivered under this Agreement shall conform, at the Delivery Point and any Supplemental Delivery Points, to the then-current applicable standards established by the West Virginia Department of Health and Human Resources, Bureau for Public Health and the United States Environmental Protection Agency and to any other water quality laws, rules or regulations then applicable to the Company.

10. Service Interruptions.

(a) No Warranty/Guarantee; Force Majeure. The Company will operate and maintain its water system in an efficient and professional manner and will exercise reasonable care and diligence to prevent and avoid unplanned interruptions, restrictions and fluctuations in service. However, the Company does not guarantee or warrant that no unplanned interruptions, restrictions or fluctuations in service will occur and the Company shall have no liability for any unplanned interruptions, restrictions or fluctuations in service resulting from causes reasonably beyond the Company's control, acts of God or Nature (including fire, flood, earthquake, storm or other natural disaster), war, invasion, hostilities (whether war is declared or not), civil war, rebellion, riot, insurrection, military or usurped power or confiscation, terrorist

activities, government sanction, labor dispute, strike, lockout, interruption or failure of electricity, mechanical failure or other damage to plant and facilities or unavailability of materials or supplies (collectively "Force Majeure").

(b) Planned Interruptions. The Company shall have the right to temporarily interrupt or curtail service for such length of time as reasonably necessary for the construction, repair, maintenance, removal and replacement of its facilities and equipment. The Company will confer with Lavalette PSD regarding any planned interruptions of service and will attempt to schedule such planned service interruptions at a mutually convenient time or times.

(c) Water Shortages. In the event of a shortage of raw water available to the Company at its Huntington Treatment Plant (the "Treatment Plant"), a diminished capacity to treat water at the Treatment Plant, a restriction or limitation in the ability of the Company's transmission and distribution system to transport and deliver water, a mandatory moratorium or other restriction on the ability of the Company to supply water in normal quantities and/or pressures, the water supplied by the Company to Lavalette PSD shall, to the extent reasonably practicable, be reduced or diminished in the same proportion that it is reduced or diminished to the customers of the Company's Huntington District. If the supply of water to Lavalette PSD by the Company under this Agreement is interrupted, or is reduced in volume or pressure to the point that service to the customers of Lavalette PSD is adversely affected, Lavalette PSD shall have the right, during such period of interrupted service or reduced volume or pressure, to obtain an alternate supply or supplies of water from other sources in such amounts and pressures as may be needed to restore adequate service to its customers. As soon as the supply of water to Lavalette PSD by the Company is returned to normal volumes and pressures, Lavalette PSD shall promptly cease taking water from any alternate source or supplier.

11. Existing Service Agreement. The parties agree that the existing service agreement entered into between the parties dated July 15, 1971 with a termination date of July 14, 2011, shall cease and be no longer in effect upon the execution of this agreement and its approval by the Public Service Commission of West Virginia as provided for in paragraph 19 herein.

12. Annual Water Needs Exceeding Company's Initial Supply Capacity. If Lavalette PSD's average daily water needs should exceed the capacity that can be supplied by the Company through the Delivery Point, Lavalette PSD shall notify the Company of the additional capacity it requires and the Company shall have the right to make any necessary improvements, including additional interconnections, to enable it to meet the increased demand. If the Company declines to make the improvements or interconnections necessary to supply Lavalette PSD's increased demand, Lavalette PSD may then take such steps as it deems necessary or prudent to meet such increased demand, including purchasing water from another supplier, or building its own water treatment plant; provided, however, that Lavalette PSD shall continue to purchase from the Company for the remainder of the term of this agreement all of the water that can be supplied by the Company through the then existing interconnections between the Company's facilities and the Lavalette PSD water system..

13. Restriction on Resale of Water. Lavalette PSD agrees to not resell water provided under this Agreement to any other water providers (other than the Company) without the prior written consent of the Company other than emergency sales to other providers at Lavalette PSD's resale rate.

14. Restriction on Service to Company's Customers. Lavalette PSD agrees during the term of this Agreement not to serve water users served by the Company.

15. Notices. All notices or other communications provided for or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notice shall be given or served (a) by United States certified mail, postage pre-paid, return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery or (d) by facsimile transmission during normal business hours with a confirmation copy delivered by another method permitted hereunder. Notice given in accordance herewith shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). A party's address may be changed by written notice to the other party, but shall not become effective until such notice is actually received. Notices given by counsel for a party shall be deemed given by that party.

West Virginia American Water  
Attn.: President  
1600 Pennsylvania Avenue  
P.O. Box 1906  
Charleston, WV 25327

Lavalette Public Service District  
Attn.: General Manager  
5308 Route 152  
Lavalette, WV 25535

16. Calculation of Time: Business Day. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period to be computed is to be included, unless such last day is not a Business Day, in which event, the period shall run until the end of the next day that is a Business Day. The end of the last day of any period described herein shall be deemed to end at 5:00 p.m. local time in West Virginia. As used herein, the term "Business Day" means any day not a Saturday, Sunday or legal holiday for national banks in West Virginia.

17. Restriction on Assignment. In recognition of the fact that the rights and obligations of the parties hereunder are individually negotiated and specific to the parties, this Agreement, including the right to take water at the rates and pursuant to the terms and conditions hereunder, shall not be assignable by either party without the consent of the other party, which consent will not be unreasonably withheld.

18. Entirety of Agreement; Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, express or implied. This Agreement may be modified or supplemented only by a written document signed by an authorized representative of each party. All exhibits and other attachments, and the written designation of the Commencement Date, are incorporated herein by this reference for all purposes.

19. Governing Law. This Agreement and service to Lavalette PSD hereunder shall be governed in all respects by the laws of the State of West Virginia, and by the orders, the Water Rules and the other rules and regulations of the Commission, as promulgated or amended from time to time by the Commission. The parties agree that it is a condition precedent to the effectiveness and enforceability of this Agreement that the prior consent and approval of the Commission to this Agreement must be obtained, and nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any right, jurisdiction, power or authority vested in it by law.

20. Commission Changes. If the Commission should exercise its authority to alter, amend, or modify this Agreement, or should the Commission deem the Agreement to be applicable to situations not contemplated by the parties, either as a result of its initial review of the Agreement or in any subsequent case or proceeding, the Company and Lavalette PSD shall not be required to perform under the Agreement as so altered, amended, modified or expanded unless the Company and Lavalette PSD each specifically agree, by a written instrument signed by an authorized representative of each party, to be bound by the Agreement as altered, amended, modified or expanded by the Commission.

21. Headings; Construction. The headings and captions contained in this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language of this Agreement. The parties acknowledge that the parties and their respective counsel have reviewed and revised this Agreement and hereby agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of the Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

In witness whereof, the parties have signed this agreement as of the date first above written.

West Virginia American Water Company

\_\_\_\_\_  
By: WAYNE D. MORGAN  
Its: President

Lavalette Public Service District

\_\_\_\_\_  
By: DENNIS LYONS  
Its: Chairperson

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by **WAYNE D. MORGAN**, the President of West Virginia-American Water Company, on behalf of said company.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by **DENNIS LYONS**, the Chairperson of Lavalette Public Service District, on behalf of said public service district.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ADDENDUM

### Calculation of Biennial Rate Adjustment

Pursuant to Section 7(b) of the Service Agreement, the rate charged for water supplied to Lavalette PSD by the Company is to be adjusted on a biennial basis and increased by a percentage equal to the percentage increase, if any, in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100), between the applicable CPI beginning and ending months. The specified series of CPI index is issued by the U.S. Department of Labor, Bureau of Labor Statistics, on a monthly basis, with the index for the most recently concluded month being released approximately two weeks after the end of that month. Due to this lag time, and allowing for the rate adjustment to be calculated by the Company, submitted to Lavalette PSD for review, and incorporated into the Company's billing system in time to make it applicable to the first billing period after the end of the previous 24 month period, or the Initial Rate Period, for which the next prior rate was applicable, it is necessary in calculating the rate adjustments to select a CPI ending month that is two months prior to the end of the previous 24 month period or, as the case may be, the Initial Rate Period. The method of calculating the first and subsequent rate adjustments, illustrated by examples, is set forth below.

#### Initial Rate Adjustment

In calculating the rate adjustment to be made at the end of the Initial Rate Period (the "Initial Rate Adjustment"), the CPI beginning month shall be the month in which the Commencement Date occurred (the first month of the term of the Agreement) and the CPI ending month shall be the \_\_\_\_\_ month of the term of the Agreement. The computation of the Initial Rate Adjustment is illustrated by the following example, using actual historical CPI factors, an Initial Rate of \$3.15 per 1,000 gallons and presuming a Commencement Date of January 15, 2003:

- Step 1. Subtract CPI for the beginning month from the CPI for the ending month. The difference is the Index Point Change.

CPI @ 10/04	190.9
CPI @ 1/03	<u>-181.7</u>
Index Point Change	9.2

- Step 2. Divide the Index Point Change by the CPI for the beginning month to arrive at the percentage change – expressed as a decimal number.

$$\frac{9.2}{181.7} = 0.051^1$$

<sup>1</sup> Rounded to three decimal places.

Step 3. Multiply the quotient obtained in Step 2 by 100 to arrive at the percentage change – expressed as a whole or mixed number.

$$0.051 \times 100 = 5.1\%$$

Step 4. Multiply the Initial Rate by 1 plus the decimal number obtained in Step 2 to arrive at the adjusted rate for the ensuing two-year period.

$$(1 + 0.051) \times \$3.15 = \$3.31^2$$

In this example, the rate that became effective on January 15, 2003 (\$3.15) would have been adjusted to \$3.31 based on a calculation made in November or December, 2004 (after the October, 2004 CPI was issued) and this adjusted rate would then have been applicable for the subsequent 24 consecutive billing periods commencing with the January, 2005 billing period.

#### Subsequent Rate Adjustments

The applicable CPI beginning month for all rate adjustments after the Initial Rate Adjustment shall be the last prior CPI ending month and the applicable CPI ending month shall be the corresponding month two years later. Thus, continuing with the foregoing example, the CPI beginning month used in calculating the next rate adjustment after the Initial Rate Adjustment would have been October, 2004, and the CPI ending month would have been October, 2006. The second rate adjustment under this example would be calculated as follows:

Step 1.	CPI @ 10/06	201.8
	CPI @ 10/04	<u>-190.9</u>
		10.9

Step 2.  $\frac{10.9}{190.9} = 0.057$

Step 3.  $0.057 \times 100 = 5.7\%$

Step 4.  $(1 + 0.057) \times \$3.31 = \$3.50$

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<sup>2</sup> Rounded to two decimal places.