

\$242,633
LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)
2013W-1462

Date of Closing: September 10, 2015



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(WEST VIRGINIA DWTRF PROGRAM)
Closing Date: September 10, 2015
TRANSCRIPT OF PROCEEDINGS

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State of West Virginia
WATER DEVELOPMENT AUTHORITY
 1009 Bullitt Street, Charleston, WV 25301
 (304)414-6500 - (304)414-0865 (Fax)
 Internet: www.wvda.org - Email: contact@wvda.org

Date 9/9/15 Time _____ LGA Lubeck PSD Program DWTRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500	304-414-0865	smiller@wvda.org
Samuel Lee	Jackson/Kelly PLLC	304-340-1318	304-340-1272	sglee@jacksonkelly.com

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Lubeck/Randall Atkinson Telephone 304.863.3341 E-Mail lubeckpsd@casinternet.net
 Address P.O. Box 700, W. Ashington, WV 26181

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the Non-Arbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code 1986 as amended.

ORDERS - Wood County Court, West Va. Va

149

REPORT FROM THE CLERK OF THE COURT

IN RE: LATEST DISTRICT - PUBLIC SERVICE DISTRICT WITHIN WOOD COUNTY, WEST VIRGINIA.
February, West Virginia
Jan. 30, 1938

The County Court of Wood County, West Virginia, met in regular session pursuant to law and to the rules of said court at the County Court House, Parkersburg, West Virginia, on 18 o'clock A. M. The meeting was called to order and the roll being called there were present Harry C. Sisco, President, presiding, and the following named commissioners: Guy H. Kinchloe and Malcolm S. Louder.

Abstract: NONE
This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed Latest Public Service District, as contemplated and provided for in a resolution and order adopted by the County Court on 19th December, 1937, the president announced that all persons residing in or coming or having any interest in property in such proposed public service district desiring to be heard for or against the creation of said district would be heard and all such interested persons desiring to be heard were given full opportunity.

The County Court then further discussed the creation of said public service district, whereupon Malcolm S. Louder introduced and caused to be read a proposed resolution and order, entitled:

A RESOLUTION AND ORDER creating Latest Public Service District in Wood County, West Virginia, and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. Guy H. Kinchloe seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

- Aye: Harry C. Sisco
Guy H. Kinchloe
Malcolm S. Louder

Whereupon the President declared the motion duly carried and said resolution and order duly adopted. Malcolm S. Louder introduced and caused to be read a proposed resolution and order, entitled:

A RESOLUTION AND ORDER appointing members to the public service board of the Latest Public Service District, and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. Guy H. Kinchloe seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

- Aye: Harry C. Sisco
Guy H. Kinchloe
Malcolm S. Louder

Whereupon the President declared the motion duly carried and said resolution and order duly adopted. On motion and vote the meeting adjourned.

/s/ Harry C. Sisco
President

Abstract:
L. C. White
Clerk

A RESOLUTION AND ORDER creating LATEST PUBLIC SERVICE DISTRICT IN WOOD COUNTY, WEST VIRGINIA

WHEREAS, the County Court of Wood County, West Virginia, did heretofore by a resolution and order adopted December 19, 1937, fix a date for a public hearing on the creation of the proposed Latest Public Service District and in and by said resolution and order provide that all persons residing in or coming or having any interest in property in the proposed public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the creation of said district; and,

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13 of Chapter 25 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of said district, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed public service district and said County Court has given due consideration to all matters for which such hearing was afforded; and,

WHEREAS, it is now deemed desirable by said County Court to adopt a resolution and order creating said district;

AND, WHEREAS, so it and it is hereby resolved and ordered by the County Court of Wood County, West Virginia, as follows:

Section 1. That a public service district within Wood County, West Virginia, is hereby created, and said district shall have the following boundaries:
Beginning on the Ohio River approximately one-half mile up stream from Elizabethtown Island at a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00" N. thence South 1/4 mile to a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00", thence West 1.75 miles to a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00", thence S. 77° 00' 00" W. 1.0 mile to a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00", thence West 1.00 mile to a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00", thence West 1.00 mile to the Ohio River N. 77° 00' 00" W. 0.75 miles to a point having a latitude of N. 77° 15' 30" and a longitude of W. 81° 51' 00", thence along and with the Ohio River approximately 0.25 miles to the beginning.

Section 2. That the commission of Harbison, Lohock, Elizabethtown Rights and Washington together with contiguous areas. All within the magisterial district of Lohock, Wood County, State of West Virginia, as shown upon a map prepared by J. B. Wilson, Inc., Consulting Engineers, 1214 Spang Avenue, Dunbar, West Virginia, December 1937.

Section 3. That said public service district so created shall have the name and corporate title of "Latest Public Service District", and shall constitute a public corporation and possess all the powers of the State of West Virginia having all of the rights and powers conferred on public service districts by the laws of the State of West Virginia, and particularly Article 13 of Chapter 25 of the West Virginia Code.

Section 4. That the County Court of Wood County, West Virginia, has determined that the territory within Wood County, West Virginia, having the boundaries above described boundaries,

2

ORDERS--Wood County Cou) West Virginia

JANUARY Term,

FIFTEENTH

Day

JANUARY

1950

THURSDAY, JANUARY 30, 1950

is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewage services within such territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such area.

ADOPTED BY THE COUNTY COURT Jan. 30, 1950.

a/ Harry C. Nicely, President

Attest: L. G. White Clerk

A RESOLUTION AND ORDER APPOINTING MEMBERS TO THE PUBLIC SERVICE BOARD OF THE LUBECK PUBLIC SERVICE DISTRICT.

WHEREAS, the County Court of Wood County, West Virginia, did heretofore by resolution and order adopted Jan. 30, 1950, create the Lubek Public Service District; and, WHEREAS, under the provisions of Article 13A of Chapter 16 of the West Virginia Code the powers of said public service district shall be vested in and exercised by a public service board; and,

WHEREAS, since there is no city, incorporated town or other municipal corporation included within said district, it is provided by said Article 13A of Chapter 16 of the West Virginia Code that this County Court shall appoint three members of said board, who shall be persons residing within the district;

NOW THEREFORE, Be It and It is Hereby Resolved and Ordered by the County Court of Wood County, West Virginia, as follows:

Section 1. That the County Court of Wood County, West Virginia, hereby finds and determines that David T. Correll, Paul F. Somerville and Stafford J. McQuillin, are persons residing within the Lubek Public Service District, and the aforesaid persons are hereby appointed as members of the public service board of said district and their respective terms of office shall be as follows:

David T. Correll for a term of six years from the first day of the month in which this resolution and order is adopted;

Paul F. Somerville for a term of four years from the first day of the month in which this resolution and order is adopted; and,

Stafford J. McQuillin for a term of two years from the first day of the month in which this resolution and order is adopted.

Section 2. The aforesaid persons shall meet as soon as practicable, at the office of the Clerk of said County Court and shall qualify by taking an oath of office, and thereafter said appointees constituting the initial public service board of the Lubek Public Service District shall meet and organize in compliance with the provisions of Article 13A of Chapter 16 of the West Virginia Code.

ADOPTED BY THE COUNTY COURT JAN. 30, 1950.

a/ Harry C. Nicely President

Attest: L. G. White Clerk

STATE OF WEST VIRGINIA)

County of Wood)

I, L. G. White, hereby certify that I am the duly qualified and acting Clerk of the County Court of Wood County, West Virginia, and that the foregoing constitutes a true, complete and correct transcript of the proceedings of said County Court as had under date of Jan. 30, 1950, and resolutions and orders then adopted relating to the creation of Lubek Public Service District, and appointment of members to the public service board of said district.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of said Court at Parkersburg, West Virginia, this 30 January, 1950.

(SEAL)

a/ L. G. White County Court Clerk

And there appearing no further business to claim the attention of this Court, it is, hereby ordered that this Court do now adjourn to meet in regular session on Saturday, the 1st day of February, 1950, at 9:30 o'clock A. M.

Harry C. Nicely President

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

I, H. E. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Office in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcription of a copy of Order Dated January 30, 1938
IN RE: Luback Public Service District

as the same appears of record in my said Office in Order Book 28, Page 149
IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 24th day of April, 1936

H. E. SMITH

CLERK WOOD COUNTY COMMISSION

BY Wm. H. J. DeLoe

Officials of Lubeck Public Service District were present at the meeting of the Commission and again discussed with the Commission the need for public water service in a substantial area of Wood County roughly described as the Lost Pavement, Missouri Run, Hope Hill, Homewood Road, Woodyard Creek Road areas, collectively referred to as the additional area. The Commission, having been previously contacted by residents of the area and having made certain investigations into the need for safe, potable and dependable water in the additional area and having been advised that Lubeck Public Service District is commencing an expansion of its water facilities and can provide expanded water service, has determined that there is an urgent need for public water service in said additional area, that Lubeck Public Service District is able to provide that service, and that the district should be enlarged to include this additional area.

The Commission, on its own motion, does hereby propose that Lubeck Public Service District be enlarged to include the Lost Pavement, Missouri Run, Hope Hill, Homewood Road, Woodyard Creek Road areas, more particularly described as follows:

BEGINNING at a point in the present southerly boundary of Lubeck Public Service District having a latitude of N. 39° 12' 43" and having a longitude of W. 81° 40' 55"; thence in a southeasterly direction approximately 2.3 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 39' 07"; thence in an easterly direction approximately 4.6 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 33' 07"; thence in a northerly direction approximately 2.5 miles to a point having a

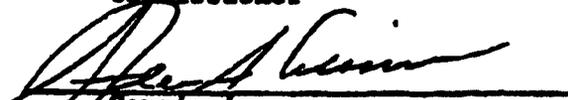
latitude of N. 39° 13' 25" and having a longitude of W. 81° 33' 07"; thence in a northwesterly direction approximately 2.15 miles to a point in the present boundary of Lubeck Public Service District having a latitude of N. 39° 14' 24" and a longitude of W. 81° 35'; thence with the present boundary line of Lubeck Public Service District the following three courses: W. approximately 1.73 miles to a point having a latitude of N. 39° 14' 24" and a longitude of W. 81° 36' 58"; thence southwest approximately 2.9 miles to a point having a latitude of N. 39° 12' 43" and a longitude of W. 81° 38' 58"; thence W. approximately 1.80 miles to the place of beginning.

It is ordered that a public hearing to consider the enlargement of Lubeck Public Service District to include the aforesaid area be held in the Judicial Annex Building of Wood County in the City of Parkersburg, West Virginia, on the 7th day of July, 1988, at 7:00 o'clock P. M., that notice of said hearing be published in The Parkersburg News as a Class I legal advertisement not less than 10 days before the date of the hearing and that notices be posted in at least five conspicuous places in said additional area not less than 10 days before the date of the hearing.

Entered this 16th day of June, 1988.


Commissioner


Commissioner


Commissioner

JULY 11, 1988

7/11/88
5172

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION OF WOOD COUNTY APPROVED THE
ENLARGEMENT OF THE LUBECK PUBLIC SERVICE DISTRICT.

ORDER

The County Commission of Wood County, on this date, approved the enlargement of the Luback Public Service District upon a motion made by Lewis E. Guinn, seconded by Steven A. Grimm and made unanimous by Holmes R. Shaver. This action is pursuant to the Public Hearing held on Thursday, July 7, 1988, at 7:00 P.M. after being duly advertised in accordance with Article 13-A, Chapter 16 of the West Virginia Code.

Attached to this Order is a Resolution and affidavits of notice and posting within the area to be annexed, and should be made a part thereof.

Approved:

COUNTY COMMISSION OF WOOD COUNTY


Holmes R. Shaver, President


Lewis E. Guinn, Commissioner


Steven A. Grimm, Commissioner

7/11/88
51/72

**A RESOLUTION AND ORDER ENLARGING
LUBECK PUBLIC SERVICE DISTRICT IN WOOD COUNTY, WEST VIRGINIA**

WHEREAS, the Wood County Commission did heretofore by order entered on June 16, 1988, fix the 7th day of July, 1988, as a date for a public hearing on the enlargement of Lubeck Public Service District, and notice of said hearing was published and posted as required by Article 13-A, Chapter 16 of the West Virginia Code, and in said notice it was provided that all persons residing in, or owning, or having any interest in property in the areas proposed to be included might appear at the time and place of said meeting and be heard for and against said enlargement, and

WHEREAS, the Wood County Commission proceeded to hold said public hearing on the 7th day of July, 1988, at 7:00 o'clock P. M., at which hearing in excess of 175 persons were present, and the Commission receiving neither written protest nor oral protest to said enlargement, and all of the persons present unanimously favoring said enlargement,

NOW THEREFORE BE IT RESOLVED AND ORDERED that the affidavit of The Parkersburg News of the publication of the notice of public hearing, together with the affidavit of James M. Cox as to the posting within the areas to be included within Lubeck Public Service District, be and the same are hereby filed.

BE IT FURTHER RESOLVED AND ORDERED that it is necessary, feasible and proper to enlarge Lubeck Public Service

District to include areas commonly known as Lost Pavement, Missouri Run, Hope Hill, Homewood Road, and Woodyard Creek Road areas, located in Wood County, West Virginia, to provide public water service to those areas, which areas are collectively described as follows:

BEGINNING at a point in the present southerly boundary of Lubeck Public Service District having a latitude of N. 39° 12' 43" and having a longitude of W. 81° 40' 55"; thence in a southeasterly direction approximately 2.3 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 39' 07"; thence in an easterly direction approximately 4.6 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 33' 07"; thence in a northerly direction approximately 2.5 miles to a point having a latitude of N. 39° 13' 25" and having a longitude of W. 81° 33' 07"; thence in a northwesterly direction approximately 2.15 miles to a point in the present boundary of Lubeck Public Service District having a latitude of N. 39° 14' 24" and a longitude of W. 81° 35'; thence with the present boundary line of Lubeck Public Service District the following three courses: W. approximately 1.73 miles to a point having a latitude of N. 39° 14' 24" and a longitude of W. 81° 36' 58"; thence southwest approximately 2.9 miles to a point having a latitude of N. 39° 12' 43" and a longitude of W. 81° 38' 58"; thence W. approximately 1.80 miles to the place of beginning.

IT IS FURTHER ORDERED that from and after the date of the entry of this Order said additional area shall be a part of Lubeck Public Service District.

The Wood County Commission does further find and ORDER that the enlargement, maintenance, operation, improvement and extension of public service properties by said Public Service

District will be conducive to the preservation of public health, comfort and convenience of such areas.

BE IT FURTHER ORDERED that within ten (10) days after the entry of this Order a certified copy thereof be filed for review and approval with the Public Service Commission of West Virginia as required by Article 13-A, Chapter 16, of the West Virginia Code.

Entered this 11th day of July, 1988.


Commissioner


Commissioner


Commissioner

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

I, James M. Cox, Manager of Lubeck Public Service District, upon my oath say that on June 25TH, 1988, I caused to be posted copies of the attached notice in six conspicuous places throughout the area to be annexed, commonly known as Lost Pavement, Missouri Run, Hope Hill, Homewood Road, Woodyard Creek Road areas, located in Wood County, West Virginia, at the following locations:

1. ~0.8 MILE ON HENDERSON RD. FROM LUBECK - LARRY HARTNER'S PROPERTY
2. ~0.25 MILE ON LOST PAVEMENT RD. FROM ROUTE 32 IN GREEN CO.
3. ~0.6 MILE ON HOPE HILL RD. FROM ROUTE 32 IN GREEN CO. - M^r HARRY HARTNER.
4. ~INTERSECTION OF ROUTES 21/12 & 13/10.
5. AT THE OLD WILLIAMS SCHOOL ON ROUTE 38.
6. ~INTERSECTION OF ROUTES 13 & 9/4.

Dated this 25TH day of June, 1988.

James M. Cox
James M. Cox

Taken, subscribed and sworn to before the undersigned authority this 26th day of June, 1988.

My commission expires: 10-8-91

Benetta Johnson
Notary Public.

**NOTICE OF PUBLIC HEARING
TO ENLARGE LUSBECK PUBLIC SERVICE
DISTRICT TO INCLUDE THE LEWIS
PAVEMENT, MISSOURI HILL, MOON'S HILL,
HORSWOOD ROAD AND WOODWARD CREEK
ROAD AREAS**

Notice is given that the Wood County Commission has held the 7th day of July, 1928, at 7:30 o'clock P. M. at the Judicial Annex Building in Wood County in the City of Parkersburg, West Virginia, at the time and place for a public hearing to consider the enlargement of Luback Public Service District to include the areas commonly known as Lewis Pavement, Missouri Hill, Moon's Hill, Horswood Road, Woodward Creek Road areas, located in Wood County, West Virginia, to provide public water service to these areas, which areas are collectively described as follows:

BEGINNING at a point in the present westerly boundary of Luback Public Service District having a latitude of N. 29° 12' 00" and having a longitude of W. 67° 02' 30"; thence in a southeasterly direction approximately 2.1 miles to a point having a latitude of N. 29° 17' 00" and having a longitude of W. 67° 27' 00"; thence in an easterly direction approximately .44 miles to a point having a latitude of N. 29° 17' 00" and having a longitude of W. 67° 27' 00"; thence in a southeasterly direction approximately 2.1 miles to a point having a latitude of N. 29° 17' 00" and having a longitude of W. 67° 27' 00"; thence in a northeasterly direction approximately 2.15 miles to a point in the present boundary line of Luback Public Service District having a latitude of N. 29° 17' 00" and a longitude of W. 67° 27' 00"; thence with the present boundary line of Luback Public Service District the following three courses: W. approximately 1.23 miles to a point having a latitude of N. 29° 17' 00" and a longitude of W. 67° 27' 00"; thence in a southeasterly direction approximately 2.0 miles to a point having a latitude of N. 29° 17' 00" and a longitude of W. 67° 27' 00"; thence W. approximately 1.25 miles to the place of beginning.

All courses recited in or omitted in this notice are in conformity with the provisions of the above-entitled Act, and the same are hereby approved and attested and authorized by the Commission of Wood County, West Virginia.

June 28

Wood County Commission

MARCIA MOORE

being first duly sworn, says that the
notice of public hearing----7th day of
JULY

hereto attached was printed in the **Parkersburg News**
a **daily** newspaper published
in the City of Parkersburg, Wood County, West Virginia and posted
at the front door of the Court House for **ONE**
successive weeks, the first publication appearing thereon being on
the **24th** day of **JUNE**, 19**28**, and subsequent
publications on the _____ day of _____, 19____,
the _____ day of _____, 19____, the _____ day of _____,
19____, and the _____ day of _____, 19____.

Printer's Fee \$27.13

434 words @ .0625 *Marcia Moore*

Subscribed and sworn to before me this **24th** day of
JUNE, 19**28**.

J. Holden R. Spruill

My commission expires **7-21-92**

**NOTICE OF PUBLIC HEARING
TO ENLARGE LUBECK PUBLIC SERVICE DISTRICT
TO INCLUDE THE LOST PAVEMENT, MISSOURI RUN,
HOPE HILL, HOMEWOOD ROAD AND WOODYARD CREEK ROAD AREAS**

Notice is given that the Wood County Commission has fixed the 7th day of July, 1988, at 7:00 o'clock P. M. at the Judicial Annex Building of Wood County in the City of Parkersburg, West Virginia, as the time and place for a public hearing to consider the enlargement of Lubeck Public Service District to include the areas commonly known as Lost Pavement, Missouri Run, Hope Hill, Homewood Road, Woodyard Creek Road areas, located in Wood County, West Virginia, to provide public water service to those areas, which areas are collectively described as follows:

BEGINNING at a point in the present southerly boundary of Lubeck Public Service District having a latitude of N. 39° 12' 43" and having a longitude of W. 81° 40' 55"; thence in a southeasterly direction approximately 2.3 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 39' 07"; thence in an easterly direction approximately 4.6 miles to a point having a latitude of N. 39° 11' 13" and having a longitude of W. 81° 33' 07"; thence in a northerly direction approximately 2.5 miles to a point having a latitude of N. 39° 13' 25" and having a longitude of W. 81° 33' 07"; thence in a northwesterly direction approximately 2.15 miles to a point in the present boundary of Lubeck Public Service District having a latitude of N. 39° 14' 24" and a longitude of W. 81° 35'; thence with the present boundary line of Lubeck Public Service District the following three courses: W. approximately 1.73 miles to a point having a latitude of N. 39° 14' 24" and a longitude of W. 81° 36' 58"; thence southwest approximately 2.9 miles to a point having a latitude of N. 39° 12' 43" and a longitude of W. 81° 38' 58"; thence W. approximately 1.80 miles to the place of beginning.

All persons residing in, or owning, or having any interest in property in said areas may appear at the aforesaid time and place and be heard for and against said enlargement.

Jamie Six, Clerk
Wood County Commission

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

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

IN RE: THE COUNTY COMMISSION OF WOOD COUNTY APPROVED THE ENLARGEMENT OF THE LUBECK PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in COURT ORDER BOOK NO. 51, Page 72

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 6th day of February, 1990

JAMIE SIX

CLERK WOOD COUNTY COMMISSION

By: *Pauline Eaton*
Deputy

ORIGINAL

ENTERED
11-88-670

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

10-25-88

Entered: October 5, 1988

CASE NO. 88-404-W-PC

WOOD COUNTY COMMISSION,
Parkersburg, Wood County.

Petition for permission to enlarge boundaries
of Lubeck Public Service District.

RECOMMENDED DECISION

On June 16, 1988, the Wood County Commission adopted an order to enlarge the boundaries of Lubeck Public Service District to include areas commonly known as Lost Pavement, Missouri Run, Hope Hill, Homewood Road, and Woodyard Creek Road, all of which are located in Wood County. The purpose of this expansion of the Lubeck Public Service District boundaries was to ultimately provide water service to those areas as a part of a future project to be undertaken by that District.

In accordance with the provisions of West Virginia Code §16-13A-2, the order of the Wood County Commission was submitted for the Commission's consideration and approval. In accordance with the provisions of that statute, the Public Service Commission is required to conduct a public hearing in the affected County prior to entering a decision which either approves, modifies or disapproves the proposed Public Service District boundary modifications.

By Order entered on August 3, 1988, hearings in these matters were scheduled to commence in the Judge's Chambers, City Building, 2nd and Avery Streets, Parkersburg, West Virginia, on Tuesday, September 13, 1988, beginning at 10:00 a.m., EDT. The purpose of this hearing was to receive public testimony and to receive additional evidence to determine if the order of the Wood County Commission is in the public interest.

The August 3, 1988 Order required the Wood County Commission to publish a copy of the Commission's Order once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Wood County. On August 30, 1988, the Wood County Commission submitted an affidavit of publication verifying that the required public notice was provided by publication on August 19, 1988 in The Parkersburg News, a newspaper published and of general circulation in Wood County.

The hearing commenced as scheduled. The Wood County Commission and the Lubeck Public Service District were represented by Lawrence M. Ronning, and the Commission's Staff was represented by Ann Rodak of the Legal Division.

DISCUSSION

The hearing was well attended by members of the public. The 53 persons in attendance signed a sheet which noted their attendance and indicated whether they were in protest or in support of the proposed boundary expansion. All persons in attendance indicated that they supported the project, except two persons who did not indicate whether they either supported or protested the described boundary expansion.

The Lubeck Public Service District and the Wood County Commission first made statements on the record describing the rationale behind the proposed boundary expansion. Staff then went on record to voice its support for the proposed boundary expansion. Thereafter, members of the public were provided the opportunity to appear and make statements on the record either in support of or against the proposed boundary expansion.

James Cox, the District Manager for Lubeck Public Service District, generally described the territories covered by the proposed boundary expansion and the District's plans for providing water service to those territories. As shown on the map identified as Exhibit 1, the territories in question lie beyond the municipal boundaries of the City of Parkersburg, and they are not currently within the boundaries of any public service district. Both Lubeck Public Service District and Mineral Wells Public Service District have facilities and territories which are directly adjacent to the territories included in the proposed expansion. (Tr., pp. 10-12; Lubeck Exhibit No. 1).

The residents in these territories do not currently have access to a public water supply, and many must transport bottled water or take other measures to meet their water supply needs. These customers have repeatedly approached the City of Parkersburg, Mineral Wells Public Service District and Lubeck Public Service District in an effort to obtain public water to these territories, but to date they have been unable to secure public water from any of the adjacent public utilities. (Tr., pp. 29-35).

As described by Mr. Cox, Lubeck Public Service District is currently unable to extend its facilities by ordinary extensions to serve these territories, and it must upgrade its facilities and add a new treatment plant to be able to serve these customers. These residents have petitioned Lubeck Public Service District for water service, and Lubeck is in the process of performing engineering feasibility studies to determine how water service can best be extended to these territories. (Tr., pp. 6-10).

The Public Service Commission previously approved an engineering contract for the performance of feasibility studies to evaluate the growth and expansion of the Lubeck Public Service District to serve these territories. (Case No. 88-042-W-PC).

Based upon its initial evaluation, Lubeck Public Service District believes that it can extend service throughout these territories as part of a project to upgrade its system and add a new treatment plant to serve its existing facilities as well as the new territories. The District hopes to secure available grant money and low interest loans to finance

the construction of this contemplated project. It is ultimately hoped that service can be extended to these customers to provide quality service at reasonable rates. If everything goes according to schedule, Lubeck Public Service District hopes to submit a proposed project for the Commission's review and consideration as early as 1989. The Mid-Ohio Valley Regional Council and the Wood County Commission have evaluated the ability of both Lubeck Public Service District and Mineral Wells Public Service District to serve these territories, and they have concluded that the plan proposed by Lubeck Public Service District provides the most reasonable alternative for providing much needed water service to these territories. (Tr., pp. 11, 14-15).

Robert L. Skiles, Chief Utilities Manager for the Public Service District Division of the Public Service Commission, testified that Staff had reviewed the proposed boundary expansion and is in support of the enlargement of Lubeck Public Service District's boundaries. During its initial review of the filing, Staff was of the opinion that the proposed boundary expansion should be approved unless Mineral Wells Public Service District provided evidence that it could provide water service to the proposed area of expansion in a more feasible manner than the Lubeck Public Service District. Since Mineral Wells Public Service District had neither submitted a plan for Staff consideration nor appeared at the hearing in opposition to the expansion, Staff believed that it was best for the District to proceed with the expansion of its boundaries and the development of an acceptable project to serve the territory. The Staff believed that the District was taking reasonable measures to evaluate available alternatives for serving the territory, and the approval of the proposed boundary expansion was seen as the first step in providing safe, adequate and reasonably priced water service to these territories. (Tr., pp. 19-22).

Public statements in support of the proposed boundary expansion and the future development of the public water system in these territories were provided by Dale Sole, James E. Smith, David Van Kirk and Betty Bower. All of these customers related the residents' longstanding desire to obtain public water service to meet the needs of the territory, and the approval of the boundary expansion was seen as the first significant step towards securing adequate water service. The residents have been trying to obtain appropriate water service to this territory for over 15 years, and the residents had wide spread support for the development of water service to these territories by Lubeck Public Service District. (Tr., pp. 28-35).

Upon review of all of the above, the Administrative Law Judge is of the opinion that the July 7, 1988 Order of the Wood County Commission to enlarge the boundaries of Lubeck Public Service District is reasonable and appropriate and is consistent with the public interest. Therefore, the proposed boundary expansion shall be approved by this order. The proposed enlargement of the Lubeck Public Service District boundaries to include the territories of Lost Pavement, Missouri Run, Hope Hill, Homewood Road and Woodyard Creek Road appears to represent the initial step in securing a much needed public water supply to serve these territories.

While the residents of these areas are eager to get water service in this territory as soon as possible, the Administrative Law Judge notes that the Commission's approval of the described enlargement to Lubeck Public Service District's boundaries shall in no way constitute prior approval of any proposed project to serve these territories which is subsequently submitted by Lubeck Public Service District. When submitted, such a project would be reviewed on its own merits to insure that the described service and facilities were properly designed, the project is supported by adequate financing, rates and charges, and the project is consistent with the public interest.

Even though a specific project has yet to be submitted and reviewed, it is reasonable to grant the proposed boundary expansion at this time so that an acceptable project can be developed by Lubeck Public Service District as soon as possible to satisfy the public needs throughout these territories. If, for some reason, the contemplated project does not proceed to construction in a timely manner, and the approved expansion of Lubeck Public Service District's boundaries proves to be a hindrance to the development of alternate public water supplies to serve these territories, the Wood County Commission and the Public Service Commission would have to take appropriate steps to subsequently modify Lubeck Public Service District's boundaries as necessary to promote the development of alternate water projects.

**FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

1. The Wood County Commission's order proposes to expand the boundaries of Lubeck Public Service District to include certain unincorporated territories adjacent to Lubeck Public Service District which currently have no source of water supply. (July 3, 1988 Application and attachments).

2. Lubeck Public Service District is in the process of evaluating a proposed project to include the expansion of service into these designated territories in conjunction with a project to expand the District's capacity and upgrade its facilities to meet the needs of existing and future customers. Lubeck Public Service District intends to seek available funding and file for a certificate of convenience and necessity from the Commission for such a project as soon as possible, hopefully as early as 1989. (Tr., pp. 11, 14-15).

3. Based upon preliminary estimates, it is anticipated that Lubeck Public Service District can provide quality water service at reasonable rates to these areas, and an appropriate project can be submitted for the Commission's review and approval. (Tr., pp. 11, 14-15).

4. Mineral Wells Public Service District, which is another water utility which serves adjacent territories, has not submitted an alternate proposal for serving the territory in question, and it did not appear in opposition to the proposed expansion of boundaries by Lubeck Public Service District. (Tr., pp. 10-12).

5. The general public in the affected territories supports the expansion of Lubeck Public Service District's boundaries. (Tr., pp. 28-35).

6. The Staff of the Public Service Commission supported the proposed boundary expansion, and believed the District was taking reasonable measures to evaluate available alternatives for serving the territory. (Tr., pp. 19-22).

CONCLUSION OF LAW

Upon consideration of all of the above, the Administrative Law Judge is of the opinion that the July 7, 1988 Order of the Wood County Commission to enlarge the boundaries of Lubeck Public Service District is reasonable and appropriate and consistent with the public interest. This approval shall in no manner constitute any prior approval for any project which is subsequently designed to serve these territories, and such a project, when developed, must be submitted to the Commission and reviewed on its own merits.

ORDER

IT IS, THEREFORE, ORDERED that the July 7, 1988 Order of the Wood County Commission to enlarge the boundaries of Lubeck Public Service District to include the territories of Lost Pavement, Missouri Run, Hope Hill, Homewood Road, and Woodyard Creek Road, is hereby approved. Any project which is subsequently developed to serve this territory shall be submitted to the Commission for review and approval on its own merits.

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

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

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

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

Commission sooner than five (5) days after approval of such waiver by the Commission.

Robert F. Williams

Robert F. Williams
Administrative Law Judge

RFW:jas

ORDERS-Wood County Commission, West Virginia

MONDAY, MARCH 17, 1997
TWENTY-SIXTH Day

JANUARY

Term

MARCH 19 97

IN RE: ENLARGEMENT AND RE-ADJUSTMENT OF THE BOUNDARIES OF LUBECK PUBLIC SERVICE DISTRICT.
O R D E R

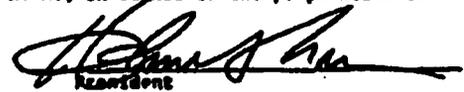
This 17th day of March, 1997, came Lubeck Public Service District and filed with the Clerk of the County Commission of Wood County, West Virginia, its Petition to enlarge and re-adjust the boundaries of said District; and the said Clerk presented such Petition to said County Commission at its regular meeting on this date, which Petition is ordered filed.

The County Commission, having considered the Petition and the testimony of witnesses in support thereof, finds that the facts contained in the Petition are true and that it is necessary, feasible and proper to enlarge the District to include the additional area of 53.9 square miles and to exclude 0.63 square mile to be included in the Mineral Wells District Territory; and the County Commission proposes inclusion of 53.9 square miles and exclusion of 0.63 square miles and does fix the 10th day of April, 1997, at 10:00 o'clock, A. M., at the office of the Wood County Commission in the Courthouse at Third and Market Streets, Parkersburg, West Virginia, as the time and place for a hearing on said Petition and proposal. Notice shall be published and posted as required by law.

(SEE PHOTOSTAT BOOK 44N, PAGE 77, FOR COPY OF PETITION, EXHIBIT A AND MAP IN ITS ENTIRETY)

ENTER:
COUNTY COMMISSION OF WOOD COUNTY
BY: s/ Holmes R. Shaver
1st President

There appearing no further business to claim the attention of this Commission, it is hereby ordered that this Commission, do now adjourn to meet in Regular Session, Thursday, March 20, 1997, at 9:00 o'clock A. M. and meeting in Special Session, Wednesday, March 19, 1997, at 9:00 o'clock A. M., in regard to the preparation of the Budget for Fiscal Year 1997/1998.


President

WEDNESDAY, MARCH 19, 1997
TWENTY-SEVENTH DAY

JANUARY TERM

MARCH 1997

At a Special Session of the County Commission, continued and held for the County of Wood, at the Courthouse thereof, Wednesday, March 19, 1997, Present, Holmes R. Shaver, President of said Commission, and David A. Couch and Robert K. Tobay, Commissioners.

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

I, JAMIE SIX, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of IN RE: ENLARGEMENT AND RE-ADJUSTMENT OF THE BOUNDARIES OF LUBECK PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in COURT ORDER BOOK 60, Page 80

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 20th day of MARCH, 19 97

JAMIE SIX

CLERK WOOD COUNTY COMMISSION

By: *Beulah Lambert*
Deputy

**✓ IN RE: A RESOLUTION AND ORDER ENLARGING AND RE-ADJUSTING THE BOUNDARIES OF LUBECK PUBLIC SERVICE DISTRICT
IN WOOD COUNTY, WEST VIRGINIA**

WHEREAS, the Wood County Commission did heretofore by order entered on March 17, 1997, fix the 10th day of April, 1997, as a date for a public hearing on the enlargement and re-adjustment of the boundaries of Lubeck Public Service District, and notice of said hearing was published and posted as required by Article 13-A, Chapter 16 of the West Virginia Code, and in said notice it was provided that the meeting is open to the public and

WHEREAS, the Wood County Commission proceeded to hold said public hearing on the 10th day of April, 1997, at 10:00 o'clock A.M., at which hearing the Commission receiving neither written protest nor oral protest to said enlargement or boundary re-adjustment, and all persons present favoring said enlargement and re-adjustment.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the affidavits of The Parkersburg News and Parkersburg Sentinel of the publications of the notice of public hearing, together with the affidavit of John Kirk as to the posting within the area to be included within Lubeck Public Service District and the area to be excluded, be and the same are hereby filed.

BE IT FURTHER RESOLVED AND ORDERED that it will be conducive to the preservation of public health, comfort and conveniences of the area to be included, that Lubeck Public Service District can adequately serve said area, and that said enlargement is feasible and proper to provide services to the following described area:

BEGINNING at the Ohio River near the head of Hawberry Island at a point having a Latitude of N. 39° 13' 16"

and a Longitude of W. 81° 41' 22"; thence along the existing southerly boundary of the Lubeck Public Service District, S. 32° 28' E. 3,938 feet to a point having a Latitude of N. 39° 12' 43" and a Longitude of W. 81° 39' 07"; thence east 22,383 feet to a point in the westerly line of the Mineral Wells Public Service District having a Latitude of N. 39° 11' 13" and a Longitude of W. 81° 34' 20"; thence with the boundary of the Mineral Wells Public Service District, S. 36° 44' W. 33,680 feet to a point in the Wood/Jackson County line having a Latitude of N. 39° 04' 08" and a Longitude of W. 81° 41' 08"; thence with the said County Line, N. 61° 01' W. 19,016 feet to a point at the confluence of Pond Creek and the Ohio River having a Latitude of N. 39° 05' 39" and a Longitude of W. 81° 44' 39"; thence with the meanders of the Ohio River approximately 10.8 miles to the place of beginning; containing 53.90 square miles (34,300 acres).

IT IS FURTHER RESOLVED AND ORDERED that Lubeck Public Service District cannot adequately serve the following area, that it can be adequately served by Mineral Wells Public Service District, and that said area be excluded from Lubeck Public Service District's service area, which area to be excluded is described as follows:

BEGINNING at a point in the easterly boundary the Lubeck Public Service District having a Latitude of N. 39° 12' 21" and Longitude of W. 81° 33' 15"; thence along the existing boundary of the Lubeck Public Service District, W. 6,680 feet to a point having a Latitude of N. 39° 11' 13" and a Longitude of W. 81° 33' 15"; thence W. 3,134 feet to a point having a Latitude of N. 39° 11' 13" and a Longitude of West 81° 34' 20"; thence N. 36° 44' E. 8,385 feet to the place of beginning, containing 0.63 square miles (403.44 acres).

IT IS FURTHER ORDERED that from and after the date of the entry of this Order said additional area of 31.9 square miles (34,300 acres) shall be a part of Lubeck Public Service District, and that the 0.63 square mile (403.44 acres) shall be excluded from Lubeck Public Service District's service area.

BE IT FURTHER ORDERED that within ten (10) days after the entry of this Order a certified copy thereof be filed for review and approval with the Public Service Commission of West Virginia as required by Article 13-A, Chapter 16, of the West Virginia Code.

ENTERED this 10th day of April, 1997.

e/ Holmes R. Shaver
Holmes R. Shaver, Commissioner President
e/ Robert K. Tabay
Robert K. Tabay, Commissioner
David A. Couch, Commissioner, Absent

*Order Book 60
Page 92*

ORIGINAL

~~ENTERED~~
977P

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
9-22-97

Entered: September 2, 1997

CASE NO. 97-0297-PSWD-PC

WOOD COUNTY COMMISSION

Petition for consent and approval
for enlargement of the boundaries of
the Mineral Wells Public Service District.

CASE NO. 97-0483-PSWD-PC

WOOD COUNTY COMMISSION

Petition for consent and approval to
enlarge and readjust the boundaries
of Lubeck Public Service District.

RECOMMENDED DECISION

Case No. 97-0297-PSWD-PC

On March 19, 1997, the Wood County Commission filed a petition seeking Commission approval for the enlargement of the boundaries of the Mineral Wells Public Service District. Such enlargement would incorporate areas in Steele, Slate and Tygart Magisterial Districts of Wood County.

Case No. 97-0483-PSWD-PC

On April 25, 1997, the Wood County Commission filed a petition seeking Commission approval to enlarge and readjust the boundaries of the Lubeck Public Service District.

By Order dated June 6, 1997, Case Nos. 97-0483-PSWD-PC and 97-0297-PSWD-PC were consolidated and referred to the Division of Administrative Law Judges for a decision to be rendered on or before October 15, 1997.

In Final Joint Memoranda filed in these cases on May 22 and June 3, 1997, Staff Attorney J. Joseph Watkins, Esquire, indicated that, in both cases, Staff recommended approval of the Wood County Commission's petitions and that the matters be set for hearing as required by West Virginia Code §16-13A-2.

By Order dated July 16, 1997, these matters were set for hearing to be held in the Court Room, Second Floor, City-County Complex, Parkersburg, West Virginia, on August 13, 1997. Said order also required that the Wood County Commission give notice of the date, time and place of the hearing by publishing a Notice of Hearing once in a newspaper, duly qualified by the

12/10

Secretary of State, published and of general circulation in Wood County. The hearing was held as scheduled. The Wood County Commission appeared by its counsel Ellen Madeglio, Esquire. The Lubeck Public Service District appeared by its counsel Lawrence Ronning, Esquire. Commission Staff was represented by Staff Attorney J. Joseph Watkins.

No one appeared at the hearing in protest after proper publication had been made, as evidenced by the affidavit of publication dated August 4, 1997, which was filed with the Commission on August 11, 1997.

FINDINGS OF FACT

1. In Case No. 97-0297-PSWD-PC, on March 19, 1997, the Wood County Commission filed a petition seeking Commission approval for the enlargement of the boundaries of the Mineral Wells Public Service District. (See, petition).

2. In Case No. 97-0483-PSWD-PC, on April 25, 1997, the Wood County Commission filed a petition seeking Commission approval to enlarge and readjust the boundaries of Lubeck Public Service District. (See, petition).

3. In a Final Joint Staff Memorandum filed in these cases on May 22 and June 3, 1997, Staff Attorney J. Joseph Watkins advised that, in both cases, Staff recommended approval of the Wood County Commission's petitions. (See, Final Joint Staff Memorandum filed May 22, 1997 and June 3, 1997).

4. By Order dated July 16, 1997, these matters were set for hearing to be held in the Court Room, Second Floor, City-County Complex, Parkersburg, West Virginia, on August 13, 1997. Said Order also required that the Wood County Commission give notice of the hearing by publishing a Notice of Hearing once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Wood County. (See, Order dated July 16, 1997).

5. The Wood County Commission published the Notice of Hearing in Wood County in accordance with the Commission's requirements. (See, affidavit of publication filed August 11, 1997).

6. At the hearing held in these cases on August 13, 1997, no one appeared in protest to the orders of the Wood County Commission. (See, Tr., p. 5).

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since the Wood County Commission gave proper notice of the hearing to be held in these cases, and no one appeared in protest to the petitions at the hearing held on August 13, 1997; the orders of the Wood County Commission in these cases can be approved as unprotested.

ORDER

IT IS, THEREFORE, ORDERED that the order of the Wood County Commission dated April 10, 1997, filed in Case Nos. 97-0297-PSWD-PC and 97-0483-PSWD-PC, adjusting the boundaries of Mineral Wells Public Service District and Lubeck Public Service District, be, and the same hereby is, approved.

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

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

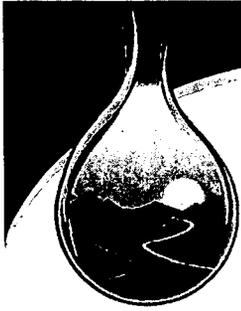
If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

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



Robert W. Glass
Administrative Law Judge

RWG:pst



WEST VIRGINIA

Infrastructure & Jobs Development Council

March 4, 2015

Chairman
Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

Re: Lubeck Public Service District
Water Project 2013W-1462 (Belleville)
Revised Funding Scenario Approved

Dear Chairman:

On March 4, 2015, the West Virginia Infrastructure and Jobs Development Council reviewed and approved your request to amend the funding scenario for the above-referenced project (Project).

Below is revised funding information for this Project:
DWTRF Loan (.5%, 30 yrs) – \$3,273,000.00 – Recommended
DWTRF Debt Forgiveness – \$650,000.00 – Recommended

Total project cost is \$3,923,000.00. If you have any questions regarding this matter, please contact James W. Ellars, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Jason Pizatella
Chairman

cc: Bob Decrease, BPH (*via e-mail*)
Tim Meeks, Region V (MOVRC) (*via e-mail*)
Craig Richards, Burgess & Niple, Inc. (*via e-mail*)
Zack Dobbins, Bennett & Dobbins (*via e-mail*)



WEST VIRGINIA

Infrastructure & Jobs Development Council

April 3, 2014

Chairman
Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

Re: Lubeck Public Service District
Water Project 2013W-1462 (Belleville)
Preliminary Application and Engineering Fees Waiver Approved

Dear Chairman:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the preliminary application for the above-referenced project (Project).

Based on the findings of the Water Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Sponsor should carefully review the comments of the Water Technical Review Committee, as found on the Project Team Members' Dashboards at www.wvinfrastructure.com, as the Sponsor may need to address certain issues raised in said comments as it proceeds with the Project. Also, the Council voted to approve the Total Engineering Fees Waiver request for this Project.

Below is loan information for this Project:

IJDC loan (0%, 40 yrs) – \$2,923,000.00 – Recommended

IJDC loan (2%, 30 yrs) – \$1,000,000.00 – Recommended

WDA Design Loan (3%, 20 yrs) – \$354,400.00 – Recommended – Please contact the Water Development Authority at (304) 414-6500 for specific information on the steps needed to follow to apply for these funds.

Total project cost is \$3,923,000.00. **This letter is not a commitment of Infrastructure Funds.** If you have any questions regarding this matter, please contact James W. Ellars, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Jason Pizatella

cc: Bob Decrease, BPH (*via e-mail*)
Tim Meeks, Region V (MOVRC) (*via e-mail*)
Craig D. Richards, P.E., Burgess & Niple, Inc. (*via e-mail*)
Chris Jarrett, WDA (*via e-mail*)
Phil R. Postlewait, Jr., CPA (*via e-mail*)

5-23-11

DESIGN FUNDING ASSISTANCE AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND DESIGN FUNDING ASSISTANCE AGREEMENT (the "Design Funding Assistance Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH (the "BPH"), and the local government designated below (the "Local Government").

LUBECK PUBLIC SERVICE DISTRICT (2013W-1462)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition §66.468 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to utilize moneys from the Fund to provide funding assistance to local governments to provide the financing for the design of drinking water projects by such local governments, all subject to such

* 100% Principal Forgiveness Projects only.

provisions and limitations as are contained in the Safe Drinking Water Act and the Act (hereinafter "Funding Assistance");

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is included on the BPH State Project Priority List and the Intended Use Plan and has met BPH's pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to design, acquire, construct, improve, operate and maintain a drinking water project and to finance the cost of acquisition and construction of the same from grants or other funding assistance;

WHEREAS, the Local Government intends to design such a drinking water project at the location and as more particularly described and set forth in the application filed with BPH, as hereinafter defined (the "Project"); and

[WHEREAS, the Local Government is a "disadvantaged community" as defined in the applicable Intended Use Plan.]

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, BPH and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "fund," "local government," and "project" have the definitions and meanings ascribed to them in the Act or in the SRF Regulations.

1.2 "DWTRF Regulations" means the regulations set forth in the West Virginia Code of State Regulations, as amended.

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

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

1.5 "Program" means the drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

1.6 "Project" means the design of the drinking water project hereinabove referred to, to be undertaken by the Local Government in whole or in part with Funding Assistance or being or having been undertaken by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Funding Assistance.

1.7 "System" means the drinking water system owned by the Local Government, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.8 Additional terms and phrases are defined in this Design Funding Assistance Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the design of the facilities described in the application filed with the BPH, [to be constructed in accordance with plans, specifications and designs to be prepared for the Local Government by the Consulting Engineers,] the BPH and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

2.2 Subject to the terms, conditions and provisions of this Design Funding Assistance Agreement and the Local Act, the Local Government 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 to be prepared for the Local Government by the Consulting Engineers].

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

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

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of the Project, in accordance with generally accepted governmental accounting standards. The Local Government shall permit the Authority

and BPH, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and BPH such documents and information as it may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the Funding Assistance proceeds or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Government agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Government pertaining to the operation and maintenance of the System at any reasonable time during the undertaking of, and following completion of, the Project.

2.7 [Reserved]

2.8 [Until the Project is completed and accepted by the Local Government, the Local Government shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the System, such insurance to be made payable to the order of the Authority or the Local Government, as their interests may appear.]

2.9 The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall retain the operator(s) to operate the System as required by State law.

2.10 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, BPH or other State, federal or local bodies in regard to the undertaking of the Project and operation, maintenance and use of the System.

2.11 The Local Government, commencing on the date contracts are executed for the undertaking of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit A and incorporated herein by reference, and forward a copy by the 20th of each month to the BPH and the Authority.

2.12 The Local Government, during the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward such forms to BPH in compliance with the Local Government's design schedule.

2.13 The Local Government, prior to the closing of the Funding Assistance, shall provide the BPH and the Authority with the opinion of local counsel, the form of which is attached hereto as Exhibit E and incorporated herein by reference.

ARTICLE III

Conditions to Advance of Funding Assistance

3.1 The agreement of the Authority and BPH to advance Funding Assistance hereunder:

[(a) The Local Government shall either have received bids or entered into contracts for the undertaking of the Project, which are in an amount and otherwise compatible with the plan of financing described in the application filed with BPH; and, the Authority and BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

[(b) The Local Government shall have obtained all permits required by the laws of the State and the federal government necessary for the undertaking of the Project, and the Authority and BPH shall have received a certificate of the Consulting Engineers to such effect;]

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

(d) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and BPH shall have received an opinion of local counsel to the Local Government, to such effect;

(e) Such rates and charges for the System shall be sufficient to comply with the provisions hereof, and the Authority and BPH shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and BPH, to such effect; and

(f) The Funding Assistance, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of undertaking the Project as set forth in the application filed with BPH, and the Authority and BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in

form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants.

3.2 The Local Government shall provide BPH with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements, established by federal and State regulations as set forth in Exhibit D attached hereto at such times as are set forth therein.

3.3 The Local Government shall comply with all federal requirements applicable to the Funding Assistance (including those imposed by P.L. 113-76, Consolidated Appropriations Act, 2014, and related SRF Policy Guidelines issued by the EPA) which the Local Government understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Local Government has requested and obtained a waiver from the EPA pertaining to the Project or (ii) the BPH has otherwise advised the Local Entity in writing that the American Iron and Steel Requirement is not applicable to the Project.

3.4 The Local Government shall comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by a Federal agency or the BPH such as performance indicators of program deliverables, information on costs and Project progress. The Local Government understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Design Funding Assistance Agreement may be a default hereunder that results in remedial actions.

ARTICLE IV

Other Agreements of the Local Government

4.1 Covenants substantially as follows:

(a) That the Local Government shall complete the Project and operate and maintain the System in good condition;

(b) That the Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the BPH of any sale or other disposal of the System as a whole or substantially as a whole; provided that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance and remit to the Authority for deposit into the Drinking Water Treatment Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

(c) That the Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System;

(d) That the Local Government will not render any free services of the System;

(e) That, to the extent legally allowable, the Local Government will not grant any franchise to provide any services which would compete with the System;

(f) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and BPH, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

(j) [That the Local Government shall submit all proposed change orders to the BPH for approval.] The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. [The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance available due to project underruns.]

4.2 The Local Government hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by the Local Government in the terms and covenants of this Design Funding Assistance Agreement, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Design Funding Assistance Agreement.

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

4.4 The Local Government hereby agrees to file with the Authority and BPH upon completion of design of the Project a schedule in substantially the form of Amended Schedule A to the application filed with BPH, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE V

Miscellaneous

5.1 Schedule X shall be attached to this Design Funding Assistance Agreement by the Authority as soon as practicable after the Date of Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

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

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

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

5.5 This Design Funding Assistance Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Funding Assistance and constitutes the entire agreement between the parties hereto in respect thereof.

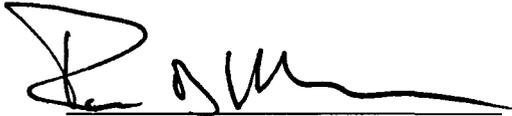
5.6 This Design Funding Assistance Agreement shall terminate upon written notice of termination to the Local Government and the Authority by the BPH.

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

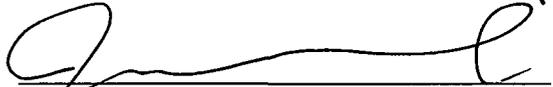
LUBECK PUBLIC SERVICE DISTRICT

(SEAL)

Attest:



Its: Secretary

By: 
Its: Chairman
Date: September 10, 2015

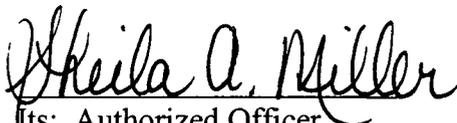
WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, DIVISION OF INFRASTRUCTURE & CAPACITY DEVELOPMENT

By: _____
Its: Director
Date: September 10, 2015

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

Attest:


Its: Authorized Officer

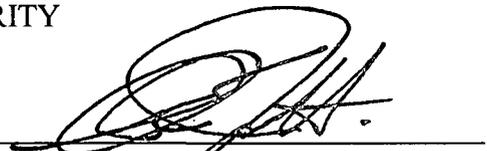
By: 
Its: Executive Director
Date: September 10, 2015

EXHIBIT A

Monthly Financial Report

Name of Local Entity: _____
 Funding Agency Project No.: _____
 Type of Project: Water Wastewater
 Fiscal Year: _____
 Report Month: _____

<u>Item</u>	<u>Current Month</u>	<u>Total Year to Date</u>	<u>Budget Year to Date</u>	<u>*Budget Year to Date Minus Total Year to Date</u>
1. Gross Revenues:	0	0	0	0
2. Operating Expenses: (Including Admin Fees)	0	0	0	0
3. Renewal and Replacement Fund Deposits:	0	0	0	0
	Adequate R&R Deposit	Adequate R&R Deposit	Adequate R&R Deposit	
4. *Net Revenue: (Equation: 1-2-3)	0	0	0	0
5. Bond Payments: (Principal and Interest)				
<u>Type of Issue</u>				
Clean water SRF:				0
Drinking water SRF:				0
Infrastructure Fund:				0
Water Dev. Authority:				0
Rural Utilities Service:				0
Economic Development:				0
Other: (Identify Below)				0
*Bond Payment Total:	0	0	0	0
6.				
*Calculated Debt Coverage: (Equation: 4/6 * 100%)	#DIV/0!	#DIV/0!	#DIV/0!	
7.	#DIV/0!	#DIV/0!	#DIV/0!	

Name of Person Completing Form / Date

Address

Telephone Number

Please enter financial data in
Grey cells. (If applicable)
* Self Calculating Formula

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT (EXHIBIT A)

Item 1:	You will need a copy of the current fiscal year budget adopted by the Local Entity to complete Items 1 and 2. In Item 1, provide the amount of actual Gross Revenues for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.
Item 2:	Provide the amount of actual Operating Expenses for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.
Item 3:	Provide the Bond Payments (principal, interest and reserve account) for all the outstanding bonds of the Local Entity according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
Item 4:	Provide the amount deposited into the Renewal and Replacement Fund each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Entity.
<p>The Local Entity must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing for the month after the loan contracts are executed for the acquisition or construction of the Project and ending after three years.</p>	

EXHIBIT B

PAYMENT REQUISITION FORM

(All Copies to Be Provided by BPH for Each Project)

EXHIBIT C

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the design of certain additions, betterments, improvements and extensions (the "Design Project") to the existing public waterworks system (the "System") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which Design Project is being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), dated _____.

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, the Design Project will be completed by _____, Consulting Engineer, as described in the application submitted to the BPH; (ii) the schematic design for the Design Project began [before/after July 1, 2012], (iii) the waterworks system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the additions, betterments, improvements and extensions being designed pursuant to the Design Project and the operation of the System; (iv) in reliance upon the certificate of _____, independent certified public accountants, of even date hereof, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Design Funding Assistance Agreement; (v) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to

pay the costs of the Design Project, as set forth in the Application; and (vi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Design Project and Sources of Funds" for the Design Project.

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

By _____
West Virginia License No. _____

[SEAL]

EXHIBIT D

SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

[B. ASSET MANAGEMENT – The Local Government shall submit an acceptable asset management plan or where applicable, updated plans, to BPH no later than six months following substantial completion of the Project. This requirement shall be included in the construction bond closing documents.]

C. CLOSING REQUIREMENTS – [Reserved].

EXHIBIT E

OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

West Virginia Bureau for Public Health
350 Capitol Street, Room 313
Charleston, West Virginia 25301

Re: \$ _____ Design Funding Assistance (West Virginia
DWTRF Program)

Ladies and Gentlemen:

[I am/We are] counsel to _____ (the "Local Government"), a
_____.

[I/We] have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated _____, 20__, including all schedules and exhibits attached thereto (the "Design Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Design Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

[I/We] have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance/resolution duly adopted or enacted by the Local Government on _____, 20__ (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Design Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon [my/our] examination of such other documents as [I/we] have deemed necessary, [I am/we are] of the opinion as follows:

1. The Design Funding Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

2. The Design Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

3. The Local Government is a duly organized and validly existing _____, with full power and authority to undertake the Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Design Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

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

6. The execution and delivery of the Design Funding Assistance Agreement and the consummation of the transactions contemplated by the Design Funding Assistance Agreement and the Local Act, 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 Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the undertaking of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from _____, the BPH and the West Virginia Infrastructure and Jobs Development Council.

8. To the best of [my/our] knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the

transactions contemplated by the Design Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF DESIGN FUNDING ASSISTANCE

Principal Amount of Design Funding Assistance \$242,633

The Authority at the direction of the BPH shall forgive the principal amount of the Design Funding Assistance. The principal amounts advanced under the Design Funding Assistance Agreement will be deemed forgiven on the 30th day of June in the fiscal year in which advanced.

Number of New Customers: Design Phase
Location: Belleville

P.S.C. W. Va. Tariff No. 15
Canceling P.S.C. W. Va. Tariff No. 14

LUBECK PUBLIC SERVICE DISTRICT, a public utility

OF

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

WASHINGTON, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

WATER

in Lubeck District, Hope Hill, Missouri Run, Hopewell, and Wadesville areas, Wood
County, West Virginia

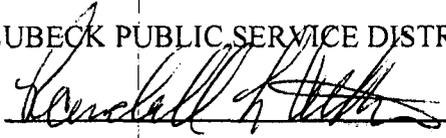
Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued February 9, 2015

Effective for service rendered on or after
February 2, 2015 or otherwise provided herein

Issued by authority of a Recommended Decision
dated January 13, 2015, which decision became a
Final Order of the Commission on February 2, 2015
in Case Nos. 14-1072-PWD-42R-PC and 14-1073-PWD-P

Issued by LUBECK PUBLIC SERVICE DISTRICT

By: 

Title: General Manager

RULES AND REGULATIONS

1. *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.

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

STEP 1

APPROVED RATES
(Until June 19, 2016)

APPLICABILITY

Applicable within entire territory served.

01 : 15 PM FEB 17 2015 PSC EXEC SEC DIV

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial water service.

(D) **RATES (customers with metered water supply)**

First	5,000	gallons used per month	\$7.93	per 1,000 gallons
Next	95,000	gallons used per month	\$5.98	per 1,000 gallons
All Over	100,000	gallons used per month	\$3.33	per 1,000 gallons

(D) **MINIMUM CHARGES**

No bill will be rendered for less than the following amount, depending on the size of the meter service the customer:

5/8	inch meter	\$15.86	per month
3/4	inch meter	\$23.79	per month
1	inch meter	\$39.65	per month
2	inch meter	\$126.88	per month
3	inch meter	\$253.76	per month
4	inch meter	\$396.50	per month
6	inch meter	\$793.00	per month

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) Indicates decrease

(I) PRIVATE FIRE PROTECTION SERVICE

Where connections, hydrants, sprinklers, etc., on private property are maintained by consumer.

4 - inch service line with hydrants, sprinklers,
and/or hose connections \$8.69

6 - inch service line with hydrants, sprinklers,
and/or hose connections \$13.66

8 - inch service line with hydrants, sprinklers,
and/or hose connections \$17.39

10 - inch service line with hydrants, sprinklers,
and/or hose connections \$21.11

(I) SPECIAL FIRE PROTECTION CHARGE

Where connections, hydrants, sprinklers, etc., on private property are maintained by the consumer requiring cycling of pumps to maintain system:

Non-Static Connection \$110.53 per month

HAULING TAP CHARGES

Water purchased at the District office hauling tap shall be dispensed at a charge of \$0.25 (twenty-five cents) per 100 gallons.

DELAYED PAYMENT PENALTY

The above tariff is net. On all accounts not paid in fully when due, ten percent (10%) will be added to all 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 - \$30.00

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

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

(I) Indicates increase

SURCHARGE

\$1.00 per 1,000 gallons billed for a period not to exceed the total repayment of the Rural Utility Service Loan dated March 28, 1997, for customers in the Hopewell, Hope Hill and Missouri Run extension area funded by this loan.

SURCHARGE

\$3.50 per 1,000 gallons billed for a period not to exceed the total repayment of the Rural Utility Service Loan dated December 21, 2009, and amended on June 14, 2010, for customers in the Wadesville water project extension funded by this loan.

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 premise 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 \$500.00 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.

(D) INCREMENTAL LEAK ADJUSTMENT

\$0.40 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfth (2/12) of the average annual usage of the applicant's specific customer class or fifty dollars (\$50.00), whichever is greater.

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

(D) Indicates decrease

METER TESTING REQUESTED BY CUSTOMER

A customer requesting that their water meter be tested will be charged Forty Dollars (\$40.00). If the meter is found to be more than 2% in error, the amount advanced shall be promptly refunded to the customer or credited to the customer's account. If the meter is not found to be more than 2% in error, the Utility shall retain the amount advanced by the customer for the test.

ADMINISTRATIVE FEE

In the event the District collects payment in full of a delinquent water bill at the customer's premises in lieu of a discontinuance of service for nonpayment, an administrative fee of \$15.00 shall also be collected in addition to the delinquent water bill.

01 :15 PM FEB 17 2015 PSC EXEC SEC DIV

STEP 2

APPROVED RATES
(After June 19, 2016)

APPLICABILITY

Applicable within entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial water service.

(D) RATES (customers with metered water supply)

First	5,000	gallons used per month	\$7.77 per 1,000 gallons
Next	95,000	gallons used per month	\$5.86 per 1,000 gallons
All Over	100,000	gallons used per month	\$3.26 per 1,000 gallons

(D) MINIMUM CHARGES

No bill will be rendered for less than the following amount, depending on the size of the meter service the customer:

5/8	inch meter	\$15.54	per month
3/4	inch meter	\$23.31	per month
1	inch meter	\$38.85	per month
2	inch meter	\$124.32	per month
3	inch meter	\$248.64	per month
4	inch meter	\$388.50	per month
6	inch meter	\$777.00	per month

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.

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

(D) Indicates decrease

(D) PRIVATE FIRE PROTECTION SERVICE

Where connections, hydrants, sprinklers, etc., on private property are maintained by consumer.

4 - inch service line with hydrants, sprinklers, and/or hose connections	\$8.52
6 - inch service line with hydrants, sprinklers, and/or hose connections	\$13.38
8 - inch service line with hydrants, sprinklers, and/or hose connections	\$17.04
10 - inch service line with hydrants, sprinklers, and/or hose connections	\$20.68

(D) SPECIAL FIRE PROTECTION CHARGE

Where connections, hydrants, sprinklers, etc., on private property are maintained by the consumer requiring cycling of pumps to maintain system:

Non-Static Connection \$108.30 per month

HAULING TAP CHARGES

Water purchased at the District office hauling tap shall be dispensed at a charge of \$0.25 (twenty-five cents) per 100 gallons.

DELAYED PAYMENT PENALTY

The above tariff is net. On all accounts not paid in fully when due, ten percent (10%) will be added to all 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 - \$30.00

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

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

(D) Indicates decrease

SURCHARGE

\$1.00 per 1,000 gallons billed for a period not to exceed the total repayment of the Rural Utility Service Loan dated March 28, 1997, for customers in the Hopewell, Hope Hill and Missouri Run extension area funded by this loan.

SURCHARGE

\$3.50 per 1,000 gallons billed for a period not to exceed the total repayment of the Rural Utility Service Loan dated December 21, 2009, and amended on June 14, 2010, for customers in the Wadesville water project extension funded by this loan.

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 premise 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 \$500.00 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.

INCREMENTAL LEAK ADJUSTMENT

\$0.40 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfth (2/12) of the average annual usage of the applicant's specific customer class or fifty dollars (\$50.00), whichever is greater.

01:15 PM FEB 17 2015 PSC EXEC SEC DI

METER TESTING REQUESTED BY CUSTOMER

A customer requesting that their water meter be tested will be charged Forty Dollars (\$40.00). If the meter is found to be more than 2% in error, the amount advanced shall be promptly refunded to the customer or credited to the customer's account. If the meter is not found to be more than 2% in error, the Utility shall retain the amount advanced by the customer for the test.

ADMINISTRATIVE FEE

In the event the District collects payment in full of a delinquent water bill at the customer's premises in lieu of a discontinuance of service for nonpayment, an administrative fee of \$15.00 shall also be collected in addition to the delinquent water bill.

01:15 PM FEB 17 2015 PSC EXEC SEC DIV

LUBECK PUBLIC SERVICE DISTRICT

RÉSOLUTION AUTHORIZING THE DESIGN OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF LUBECK PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY LUBECK PUBLIC SERVICE DISTRICT OF DESIGN FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$242,633 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE DESIGN FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF LUBECK PUBLIC SERVICE DISTRICT:

WHEREAS, this Resolution (together with any resolution supplemental hereto or amendatory hereof, or both, the "Resolution") is adopted pursuant to the provisions of (i) Chapter 16, Article 13A and (ii) Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law;

WHEREAS, Lubeck Public Service District (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a drinking water project and to finance the cost of design of the same from grants or other funding assistance (the "Project");

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Bureau for Public Health (the "BPH") and the West Virginia Water Development Authority (the "Authority");

WHEREAS, in reviewing the application for the Project, the BPH and the Authority have determined to offer design funding assistance to the Local Government for the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Design Funding Assistance Agreement a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Design Funding Assistance Agreement");

WHEREAS, the Design Funding Assistance Agreement has been presented to the Local Government;

WHEREAS, the capitalized terms used herein and not otherwise defined shall have the same meaning set forth in the Design Funding Assistance Agreement when used herein;

WHEREAS, the Local Government has complied with all terms and requirements set forth in the Design Funding Assistance Agreement; and

WHEREAS, the Public Service Board deems it essential and desirable that this Resolution be adopted, that the Design Funding Assistance Agreement be approved and ratified, that the exact principal amount, date, and other terms of the Funding Assistance be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF LUBECK PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the undertaking of the Project, as described in Exhibit A attached hereto, at an estimated cost not to exceed \$242,633, which includes the undertaking of the Project in accordance with the application heretofore filed with the BPH. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project. The Local Government will enter into a contract for the undertaking of the Project, in an amount otherwise compatibly with the financing plan submitted to the Authority and the BPH.

B. The cost of the Project is estimated not to exceed \$242,633, of which \$242,633 will be obtained from the proceeds of the Funding Assistance. The remaining portion of the cost of the Project is equal to 30% of the design fee of the Consulting Engineer, of which \$5,000 has previously been paid from funds of the Local Government and the remainder of which is being deferred by the Consulting Engineer until the closing of the loan for the construction of the extensions and improvements being design pursuant to the Project.

Section 2. The Local Government hereby ratifies, approves and accepts the Design Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Design Funding Assistance Agreement by the Chairperson of the Public Service Board and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 3. The Local Government hereby affirms all covenants and representations made in the Design Funding Assistance Agreement and in the application to the BPH. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Design Funding Assistance Agreement.

Section 4. The Local Government hereby approves the Design Funding Assistance Note, Series 2015 (West Virginia DWTRF Program) (the "Note"), substantially in the form attached hereto as Exhibit C, 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. The Note shall be executed in the name of the Local

Government by the Chairperson, and the seal of the Issuer, if any, shall be affixed thereto or imprinted thereon by the Secretary.

Section 5. BPH shall advance the proceeds of the Funding Assistance from time to time upon receipt of a requisition evidencing the costs incurred, in the form provided on Exhibit C to the Design Funding Assistance Agreement. Such amounts advanced under the Design Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 6. The Local Government hereby appoints and designates WesBanco, Parkersburg, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 7. The proceeds of the Funding Assistance, as advanced from time to time, shall be Deposited in or credited to the Construction Trust Fund, as received by the Local Government for payment of costs of the Project, including costs of issuance of the Funding Assistance.

Section 8. The Chairperson and Secretary of the Public Service Board are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Design Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Design Funding Assistance Agreement on or about September 10, 2015.

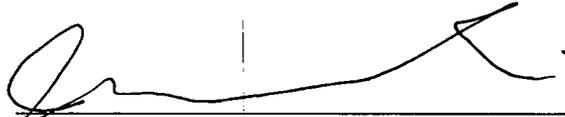
Section 9. The undertaking of the Project and the financing thereof with proceeds of the Funding Assistance are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

Section 10. The Local Government hereby approves and accepts all contracts relating to the financing and undertaking of the Project and the Chairperson of the Public Service Board is hereby authorized and directed to execute and deliver all such contracts.

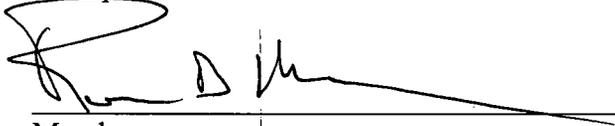
Section 11. The Local Government hereby approves the costs of issuance and authorizes the payment of the same.

Section 12. This Resolution shall be effective immediately following adoption of the same.

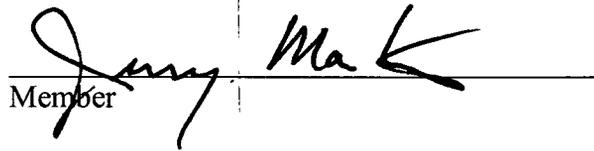
Adopted this 27th day of August, 2015.



Chairperson and Member



Member



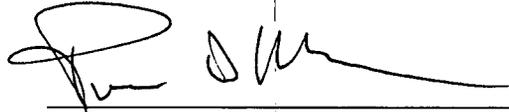
Member

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Public Service Board of the Lubeck Public Service District on the 27th day of August, 2015.

Dated this 10th day of September, 2015.

[SEAL]

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of connected loops and a long horizontal stroke extending to the right.

Secretary

EXHIBIT A

PROJECT DESCRIPTION

The design of the improvements and extensions of the existing waterworks facilities of Lubeck Public Service District to provide water service to the Belleville area of Wood County.

EXHIBIT B

Design Funding Assistance Agreement included in transcript as Document 2.3

EXHIBIT C

FORM OF SERIES 2015 NOTE

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)

No. R-1

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That LUBECK PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2015 Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2015 Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the design of certain extensions and improvements to the existing waterworks facilities of the Issuer (the "Project"). This Note is issued under a Resolution duly adopted by the Issuer on August 27, 2015 (the "Resolution") and the Design Funding Assistance Agreement by and among the Issuer, the Authority and the Bureau for Public Health (the "BPH"), dated September 10, 2015, and is subject to all the terms and conditions thereof.

This Note, 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.

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, 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 Revenues of the Project has been pledged for the prompt payment of the principal on this Note.

All provisions of the Resolution, Design Funding Assistance Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

IN WITNESS WHEREOF, LUBECK PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Note to be dated September 10, 2015.

[SEAL]

Chairman

ATTEST:

Secretary

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

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

Dated: _____, _____.

In the presence of:

LUBECK PUBLIC SERVICE DISTRICT

NOTICE OF REGULAR MEETING

The Public Service Board of Lubeck Public Service District (the "District") will hold a regular meeting on Thursday, August 27, 2015, at 7:00 p.m., prevailing time, at the District's office at 301 Ox Johnson Lane, Washington, West Virginia, for the following purposes:

1. To consider and adopt a proposed Design Funding Assistance Resolution authorizing its Design Funding Assistance Note, Series 2015 (West Virginia DWTRF Program), in the aggregate principal amount of \$242,633 (the "Note"), finance the costs of the design of certain improvements and extensions to the existing public waterworks system of the District (the "Project").

2. To consider and approve all other documents and matters in connection with respect to the Project.

This meeting is open to the press and the public and any person interested may attend such meeting.

/s/ Roger Martin Secretary

Aug 15

.....Teresa Pinkerton.....

Being first duly sworn, says that the

.....Notice of Regular Meeting

Hereto attached was printed in the

..XX...The Parkersburg News and Sentinel,

.....The Marietta AM,

A daily newspaper published in the City of Parkersburg,

Wood County, West Virginia, for ...1..... successive

Week(s), the first publication and posting thereon being on

the15th.....day of ...August..... 2015....., and

subsequent publication on the

day (s) of 20.....

Printer's Fee \$.....27.95...

Notarized Signature \$.....2.00...

Additional Copy Fee \$.....

Total Due: \$.....29.95...

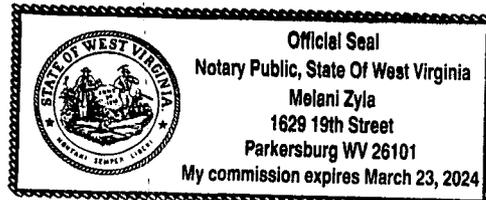
By: *Teresa Pinkerton*

Subscribed and sworn to before me this

17th day of *August* 2015.

Melani Zyla
Notary Public for Wood County, West Virginia

My commission expires *3-23-24*



Lubeck Public Service District

POST OFFICE BOX 700
301 OX JOHNSON LANE
WASHINGTON, WEST VIRGINIA 26181
PHONE: 304-863-3341
FAX: 304-863-3791

August 22, 2015

Meeting Date
August 27, 2015
7:00 P.M.

AGENDA:

1. APPROVAL OF REGULAR BOARD MEETING MINUTES FOR AUGUST 13TH, 2015
2. DISCUSSION OF DISTRICT HAPPENINGS
3. APPROVAL OF PAYMENT OF BILLS AND TRANSFERS
4. DISCUSSION OF DISPOSAL OF REAL PROPERTY LOCATED AT THE INTERSECTION OF RT. 95 & MEADOW DRIVE, FORMALLY THE SITE OF A SEWAGE TREATMENT FACILITY
5. DISCUSSION OF RULE 42 SUBMISSION
6. DISCUSSION OF CLAIM DUE TO SEWER BACKUP FOR TERRI HERTZ @ 15 CUMMINGS ST.
7. CONSIDERATION OF MODIFIED USER AGREEMENT FOR THE BELLEVILLE PROJECT
8. DISCUSSION OF ASSETT MANAGEMENT PLAN AND DISCUSSION OF POLICIES FOR PREVENTATIVE MAINTENANCE
9. DISCUSSION OF BELLEVILLE WATER PROJECT
10. APPROVAL OF BOND RESOLUTION FOR BELLEVILLE PROJECT DESIGN LOAN
11. DISCUSSION OF EMPLOYEE ISSUES AND CONCERNS
12. ADJURNMENT

Cc: Jerry Martin Parkersburg News
Roger Martin Parkersburg Sentinel
John Sines Wood County Commission
Craig Richards WNUS
Elizabeth Green WTAP
Blaine Myers WXIL
Zack Dobbins

NUMBER
R-1
SPECIMEN



UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)

No. R-1

\$242,633

KNOW ALL MEN BY THESE PRESENTS: That LUBECK PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wood 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 FORTY TWO THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS (\$242,633), 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. The principal amounts advanced under the Series 2015 Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2015 Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the design of certain extensions and improvements to the existing waterworks facilities of the Issuer (the "Project"). This Note is issued under a Resolution duly adopted by the Issuer on August 27, 2015 (the "Resolution") and the Design Funding Assistance Agreement by and among the Issuer, the Authority and the Bureau for Public Health (the "BPH"), dated September 10, 2015, and is subject to all the terms and conditions thereof.

This Note, 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.

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

SPECIMEN

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, 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 Revenues of the Project has been pledged for the prompt payment of the principal on this Note.

All provisions of the Resolution, Design Funding Assistance Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

IN WITNESS WHEREOF, LUBECK PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Note to be dated September 10, 2015.

[SEAL]

SPECIMEN
Chairman

ATTEST:

SPECIMEN
Secretary

SPECIMEN

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$73,061	September 10, 2015	(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

\$

SPECIMEN

ASSIGNMENT

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

Dated: _____, _____.

In the presence of:

CERTIFICATE OF CONSULTING ENGINEER

LUBECK PUBLIC SERVICE DISTRICT DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015 (WEST VIRGINIA DWTRF PROGRAM)

I, Craig Richards, Registered Professional Engineer, West Virginia License No. 10358, of Burgess & Niple Inc., Consulting Engineers, Parkersburg, West Virginia, hereby certify as follows:

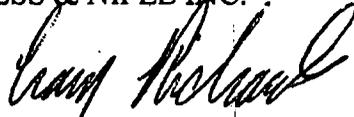
1. My firm is engineer for the design of certain additions, betterments, improvements and extensions (the "Design Project") to the existing public waterworks system (the "System") of Lubeck Public Service District (the "Issuer"), to provide water service to the Belleville area of Wood County, West Virginia, which Design Project is being permanently financed in part by the above-captioned note (the "Note") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the Funding Assistance Resolution adopted by the Issuer on August 27, 2015, and the Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), dated September 10, 2015.

2. The Note is being issued for the purposes of (i) paying the costs of the design of certain improvements and extensions to the existing public waterworks system of the Issuer, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, the Design Project will be designed by Burgess & Niple Inc., Consulting Engineer, as described in the application submitted to the BPH; (ii) the waterworks system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least 30 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) prior to construction, my firm will assist the Issuer in obtaining all applicable known permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the additions, betterments, improvements and extensions being designed pursuant to the Design Project and the operation of the System; (iv) the net proceeds of the Note, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of the Design Project, as set forth in the Application; and (v) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Design Project and Sources of Funds" for the Design Project.

WITNESS my signature and seal on this 10th day of September, 2015.

BURGESS & NIPLE INC.



By: Craig Richards, P.E.
West Virginia License No. 10358

[SEAL]



Lubeck PSD
Belleville Water Project
IJDC #2013W-1462

Schedule B

COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project	Total	WVBPH Design Loan	WVBPH Construction Loan
1. Construction			
a. Contract 1	\$ 2,835,000.00		\$ 2,835,000.00
b. Construction Contingency	\$ 284,000.00		\$ 284,000.00
2. Technical Services			
a. Preliminary Design	\$ 70,000.00	\$ 49,000.00	\$ 21,000.00
b. Final Design	\$ 60,000.00	\$ 42,000.00	\$ 18,000.00
c. Mapping	\$ 40,000.00	\$ 28,000.00	\$ 12,000.00
c. Easement Document Assistance	\$ 30,000.00	\$ 21,000.00	\$ 9,000.00
d. Bidding or Negotiating Phase	\$ 13,000.00		\$ 13,000.00
e. Engineering During Construction	\$ 79,400.00		\$ 79,400.00
f. RPR	\$ 172,000.00		\$ 172,000.00
g. Special Services - Asset Mgmt. Plan	\$ 25,000.00	\$ 25,000.00	
3. Legal & Fiscal			
a. Legal - PSC & Local	\$ 30,000.00	\$ 7,500.00	\$ 22,500.00
b. Accounting	\$ 30,000.00	\$ 10,000.00	\$ 20,000.00
c. Project Coordinator	\$ 50,000.00	\$ 5,000.00	\$ 45,000.00
4. Sites and Other Lands			
a. Sites and Lands	\$ -		
b. Right-of-way Activities	\$ -		
5. Miscellaneous			
a. Permits	\$ 12,000.00	\$ 12,000.00	\$ -
b. Phase I Arch. Survey	\$ 8,133.00	\$ 8,133.00	\$ -
6. Equipment - Asset Mgmt	\$ 25,000.00	\$ 25,000.00	
7. Project Contingency	\$ 123,967.00		\$ 123,967.00
8. Total of Lines 1 through 7	\$ 3,887,500.00	\$ 232,633.00	\$ 3,654,867.00
B. Cost of Financing			
9. Capitalized Interest	\$ -	\$ -	\$ -
10. Other Costs			
a. Bond Counsel	\$ 35,000.00	\$ 10,000.00	\$ 25,000.00
b. Bank Registrar Fee	\$ 500.00		\$ 500.00
c. Funded Reserve			
11. Total Cost of Financing	\$ 35,500.00	\$ 10,000.00	\$ 25,500.00
12. Total Project Cost (line 8 plus line 11)	\$ 3,923,000.00	\$ 242,633.00	\$ 3,680,367.00
C. Sources of Funds			
13. Federal Grants:			
14. State Grants			
15. Other Grants			
16. Total of Sources			
17. Size of Bond Issue	\$ 3,923,000.00	\$ 242,633.00	\$ 3,680,367.00

Owner

Engineer

Wendy B. Richardson

8/13/15

8/14/15



Bennett & Dobbins PLLC

CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

ZACHARY D. DOBBINS, CPA

September 10, 2015

LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)

Lubeck Public Service District
Washington, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

CPA CERTIFICATE

Ladies and Gentlemen:

We have reviewed the water rates of the Lubeck Public Service District (the "Issuer"), approved by the Public Service Commission of West Virginia (the "PSC") in Case Nos. 14-1072-PWD-42R-PC/14-1073-PWD-P, the projected operating expenses and the anticipated customer usage provided by the Issuer and the Consulting Engineer. It is our opinion that such rates are sufficient (i) to provide for all operating expenses of the waterworks system of the Issuer (the "System"), and (ii) to leave a balance each fiscal year equal to at least 115% of the maximum amount required in any succeeding fiscal year for payment of principal of and interest on all of the Issuer's obligations secured by or payable from revenues of the System (the "Prior Bonds").

It is further our opinion that the Issuer is in compliance with all covenants and obligations under its Prior Bonds.

Very truly yours,

Bennett & Dobbins PLLC
Bennett & Dobbins PLLC

LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)

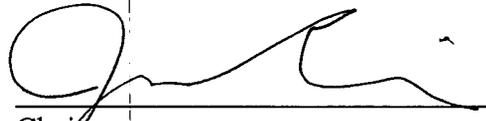
RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Chairman of Lubeck Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certifies as follows:

On the 10th day of September, 2015, the Issuer received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Drinking Water Treatment Revolving Fund, pursuant to a Design Funding Assistance Agreement between the Authority, the Issuer and the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, dated September 10, 2015 (the "Funding Assistance"), of \$73,061, being a portion of the \$242,633 principal amount of the Funding Assistance. The Issuer understands that the remaining proceeds of the Funding Assistance will be advanced to the Issuer from time to time as design proceeds to completion.

WITNESS my signature on this 10th day of September, 2015.

LUBECK PUBLIC SERVICE DISTRICT



Chairman

LUBECK PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015
(WEST VIRGINIA DWTRF PROGRAM)

RECEIPT FOR NOTE

The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, hereby certifies as follows:

1. On the 10th day of September, 2015, in Charleston, West Virginia, the Authority received the entire original issue of \$242,633 in aggregate principal amount of the Design Funding Assistance Note, Series 2015 (West Virginia DWTRF Program), of Lubeck Public Service District (the "Issuer"), dated September 10, 2015, and numbered R-1 (the "Note").

2. At the time of the receipt of the Note, it had been executed by the Chairperson of the Issuer and the seal had been placed on the Note and attested to by the Secretary of the Issuer.

WITNESS my signature on this 10th day of September, 2015.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY



Authorized Representative

WEST VIRGINIA MUNICIPAL BOND COMMISSION

Suite 1117

900 Pennsylvania Ave., Charleston, WV 25302

(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: September 10, 2015

ISSUE: Lubeck Public Service District Design Funding Assistance Note, Series 2015 (DWTRF)

ADDRESS: P.O. Box 700 Washington, WV 26181

COUNTY: Wood

PURPOSE OF ISSUE: New Money X

Refunding _____

Refunds issue(s) dated: _____

ISSUE DATE: September 10, 2015

CLOSING DATE: September 10, 2015

ISSUE AMOUNT: \$242,633

RATE: Principal Forgiveness

1st DEBT SERVICE DUE: N/A

1st PRINCIPAL DUE: N/A

1st DEBT SERVICE AMOUNT: N/A

PAYING AGENT: N/A

BOND COUNSEL: Jackson Kelly PLLC

UNDERWRITERS COUNSEL: _____

Contact Person: Samme L. Gee, Esq.

Contact Person: _____

Phone: (304) 340-1318

Phone: (304)

CLOSING BANK: WesBanco

ESCROW TRUSTEE: _____

Contact Person: _____

Contact Person: _____

Phone: (304)

Phone: _____

E-Mail: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV DWTRF

Contact Person: Randall Atkinson

Contact Person: Robert DeCrease

Position: Manager

Function: Program Manager

Phone: (304) 863-3341

Phone: (304) 356-4301

E-Mail: lubeckpsd@casinternet.net

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: \$ _____

Capitalized Interest: \$ _____

By Wire

Reserve Account: \$ _____

Check

Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By Wire

To Escrow Trustee: \$ _____

Check

To Issuer: \$ _____

IGT

To Cons.Invest.Fund \$ _____

To Other: \$ _____

NOTES: Principal forgiveness—amounts advanced deemed forgiven on June 30 in the fiscal year in which advanced.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____

LUBECK PSD

P.O. Box 700, Washington, WV 26104
Phone: (304) 863-3341

RESOLUTION

WHEREAS, the Lubeck PSD is presently undertaking the Belleville Area Water Project, funded by the West Virginia Bureau of Public Health (WVBPH) through the Drinking Water Treatment Revolving Fund (DWTRF); and,

WHEREAS, the WVBPH requires approval of invoices by the Lubeck PSD; and,

WHEREAS, the Lubeck PSD has been presented with invoices for services rendered in connection with this project.

NOW THEREFORE BE IT RESOLVED THAT after careful review and consideration, the Lubeck PSD

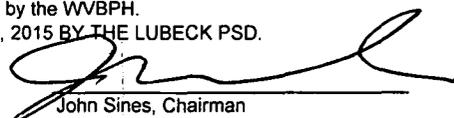
hereby approves these invoices contingent on WVBPH approval for the following amounts:

Payee	Drawdown # 1		Total
	WVBPH Design Loan	WVBPH Construction Loan	
<u>Burgess & Niple</u> Engineering Services	25,200.00		\$ 25,200.00
<u>Myers Law Offices</u> Legal Services	5,550.00		\$ 5,550.00
<u>Bennett & Dobbins</u> Accounting Services	5,000.00		\$ 5,000.00
<u>SEMS Technologies</u> Asset Management System	24,600.00		\$ 24,600.00
<u>Jackson Kelly</u> Bond Counsel Services	10,000.00		\$ 10,000.00
<u>Mid-Ohio Valley Regional Council</u> Administration	2,710.41		\$ 2,710.41
Total This Request	\$ 73,060.41	\$ -	\$ 73,060.41
Prior Requests			\$ -
Total Requested to Date	\$ 73,060.41	\$ -	\$ 73,060.41

NOW THEREFORE BE IT FURTHER RESOLVED that Chairman, John Sines is hereby authorized to request payment of said invoices by the WVBPH.

APPROVED THIS 27th DAY OF AUGUST, 2015 BY THE LUBECK PSD.


ATTEST


John Sines, Chairman

WVBP Design Loan Expenditure Schedule - Drawdown #1

Project: Lubeck PSD - Belleville Area Water Extension									
A. Cost of Project									
	Total Per Sch. B	Adjustments	Revised Budget	Paid Prior to this Draw	Requested to this Draw	Requested to Date	Remaining		
1 Technical Services									
a. Preliminary Design	49,000.00		49,000.00	-	25,200.00	25,200.00	23,800.00		
b. Final Design	42,000.00		42,000.00	-		-	42,000.00		
c. Mapping	28,000.00		28,000.00	-		-	28,000.00		
d. Easement Doc. Asst.	21,000.00		21,000.00	-		-	21,000.00		
e. Bidding/Negotiating	-		-	-		-	-		
f. Eng. During Const.	-		-	-		-	-		
g. RPR	-		-	-		-	-		
h. Special Services	25,000.00		25,000.00	-		-	25,000.00		
2 Legal & Fiscal									
a. Legal - PSC & Local	7,500.00		7,500.00	-	5,550.00	5,550.00	1,950.00		
b. Accounting	10,000.00		10,000.00	-	5,000.00	5,000.00	5,000.00		
c. Project Coordinator	5,000.00		5,000.00	-	2,710.41	2,710.41	2,289.59		
3 Miscellaneous									
a. Permits	12,000.00		12,000.00	-		-	12,000.00		
b. Phase I Arch. Survey	8,133.00		8,133.00	-		-	8,133.00		
4 Asset Mgmt System	25,000.00		25,000.00	-	24,600.00	24,600.00	400.00		
5 Contingency	-		-	-		-	-		
B. Cost of Financing									
Bank Registrar Fee	-		-	-		-	-		
Bond Counsel	10,000.00		10,000.00	-	10,000.00	10,000.00	-		
TOTALS	242,633.00	-	242,633.00	-	73,060.41	73,060.41	169,572.59		

BURGESS & NIPLE

4424 Emerson Ave, Parkersburg, West Virginia 26104 (304) 485-8541 Fax (304) 485-0238

Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

INVOICE DATE 08/20/2015
INVOICE NO. 670512
B&N PROJECT NO. 54107
TOTAL DUE

\$5,600.00

ATTN: Randy Atkinson
Manager

Agreement: April 9, 2015

Payment as follows for Basic Services and Additional Services in accordance with Exhibit C, Subarticle C2.01.A.1 of our Agreement dated April 9, 2015. These professional services authorized by Lubeck Public Service District are necessary for the proposed improvements involving the extension of water mains into the area generally known as the Belleville Area.

June 28, 2015 - July 25, 2015

Lump Sum Fee	\$140,000.00
Percent Complete	18%
Total Earned To Date	\$25,200.00
Less Previous Invoices	\$19,600.00

TOTAL AMOUNT DUE THIS INVOICE

\$5,600.00

Approved:

Rodney D. Holbert

Rodney D. Holbert

The remaining balance of \$60,000 will be paid upon closing of the construction loan for a total Lump Sum Amount of \$200,000.

PLEASE REMIT TO: 5085 REED RD, COLUMBUS, OHIO 43220

BURGESS & NIPLE

4424 Emerson Ave, Parkersburg, West Virginia 26104 (304) 485-8541 Fax (304) 485-0238

Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

INVOICE DATE 07/22/2015
INVOICE NO. 667723
B&N PROJECT NO. 54107
TOTAL DUE **\$19,600.00**

ATTN: Randy Atkinson
Manager

Agreement: April 9, 2015

Payment as follows for Basic Services and Additional Services in accordance with Exhibit C, Subarticle C2.01.A.1 of our Agreement dated April 9, 2015. These professional services authorized by Lubeck Public Service District are necessary for the proposed improvements involving the extension of water mains into the area generally known as the Belleville Area.

April 9, 2015 - June 27, 2015

Lump Sum Fee	\$140,000.00
Percent Complete	14%
Total Earned To Date	\$19,600.00
Less Previous Invoices	\$0.00

TOTAL AMOUNT DUE THIS INVOICE **\$19,600.00**

Approved:



Rodney D. Holbert

The remaining balance of \$60,000 will be paid upon closing of the construction loan for a total Lump Sum Amount of \$200,000.

PLEASE REMIT TO: 5085 REED RD, COLUMBUS, OHIO 43220

Myers Law Offices

201 Third Street
P. O. Box 287
Parkersburg, WV 26102-0287
(304) 485-3600

BILL TO
Lubeck Public Service District P. O. Box 700 Washington, WV 26181-0700

DATE
October 2, 2014

RE: BELLEVILLE PROJECT

SUMMARY OF INVOICES FOR LEGAL SERVICES
From July 1, 2014 through September 30, 2014

DATE	DESCRIPTION	HOURS	AMOUNT
7/8/14	Phone conference (PC) with Atkinson	0.2	
7/22/14	PC with Atkinson	0.2	
7/23/14	Prepare and deliver Legal Services Agreement	1.0	
	1.4 Hours at \$150.00 Per Hour		\$210.00
TOTAL			\$210.00

Myers Law Offices

201 Third Street
P. O. Box 287
Parkersburg, WV 26102-0287
(304) 485-3600

BILL TO
Lubeck Public Service District P. O. Box 700 Washington, WV 26181-0700

DATE
January 2, 2015

RE: Belleville Project

SUMMARY OF INVOICES FOR LEGAL SERVICES
From October 1, 2014 through December 31, 2014

DATE	DESCRIPTION	HOURS	AMOUNT
12/22/14	Phone conference with Atkinson	0.2	
	0.2 Hours at \$150.00 Per Hour		\$30.00
TOTAL			\$30.00

MYERS LAW OFFICES

201 Third Street
P. O. Box 287
Parkersburg, WV 26102-0287
(304) 485-3600

BILL TO
Lubeck Public Service District P. O. Box 700 Washington, WV 26181-0700

DATE
April 2, 2015

RE: Belleville Project

SUMMARY OF INVOICES FOR LEGAL SERVICES
From January 1, 2015 through March 31, 2015

DATE	DESCRIPTION	HOURS	AMOUNT
3/16/15	Review Gee Email of 3/6/15 and review all accompanying documents and attachments	2.5	
3/23/15	Email exchanges with Gee's office	0.4	
3/24/15	Email exchange with Gee; Phone conference with Atkinson; Prepare Commitment Letter; Review Equipment Lease and accompanying documents; Prepare separate Commitment Letter relating to Equipment Lease; Deliver letters to Lubeck office	3.8	
	6.7 Hours at \$150.00 Per Hour		\$1,005.00
TOTAL			\$1,005.00

MYERS LAW OFFICES

201 Third Street
P. O. Box 287
Parkersburg, WV 26102-0287
(304) 485-3600

BILL TO
Lubeck Public Service District P. O. Box 700 Washington, WV 26181-0700

DATE
July 2, 2015

RE: Belleville Project

SUMMARY OF INVOICES FOR LEGAL SERVICES From April 1, 2015 through June 30, 2015

DATE	DESCRIPTION	HOURS	AMOUNT
4/10/15	Phone conference with Atkinson	0.2	
4/23/15	Review Project schedule, checklist and emails	0.4	
4/24/15	Review Project Schedule B; Participate in conference call	0.9	
4/28/15	Phone conference with Atkinson	0.3	
4/29/15	Review conference call notes	0.2	
4/30/15	Review various closing documents	1.0	
5/4/15	Attend County Commission Meeting	0.4	
5/17/15	Email to Mikele (with signed and scanned documents)	0.3	
5/18/15	Review, prepare and forward Counsel Opinion Letter	0.7	
5/29/15	Review notes; Participate in conference call	0.7	
6/1/15	Email exchanges with Richards	0.3	
6/3/15	Review conference call notes	0.1	
6/4/15	Email to Richards	0.1	
6/5/15	Phone conference with Atkinson	0.3	
6/9/15	Email to Richards; Phone conference with Richards	0.4	
6/11/15	Email from Richards; Phone conference with Richards	0.3	
6/12/15	Phone conference with Atkinson	0.2	
6/16/15	Email to Richards	0.2	
6/22/15	Review conference call notes	0.1	
	7.1 Hours at \$150.00 Per Hour		\$1,065.00
	31 Rights-of-Way at \$75.00/each		\$2,325.00
	TOTAL		\$3,390.00

MYERS LAW OFFICES

201 Third Street
P. O. Box 287
Parkersburg, WV 26102-0287
(304) 485-3600

BILL TO
Lubeck Public Service District P. O. Box 700 Washington, WV 26181-0700

DATE
August 20, 2015

RE: Belleville Project

SUMMARY OF INVOICES FOR LEGAL SERVICES
From July 1, 2015 through August 20, 2015

DATE	DESCRIPTION	HOURS	AMOUNT
7/9/15	Attend meeting re: adoption of resolution regarding Rule 42 Rate Increases per Senate Bill 284	1.5	
7/13/15	Participation in Project conference call	0.7	
7/31/15	Review revised schedule	0.2	
8/3/15	Participation in Project conference call	0.6	
8/5/15	Review revisions to right of way by Ohio Municipal; Email exchange with Atkinson	0.6	
8/10/15	Review funding letter and attachments	0.3	
8/14/15	Phone conference with Atkinson	0.2	
8/14/15	Preparation of right of Way (1)		
8/20/15	Email from Mikele Moore; Review closing documents for Design Funding Assistance; Review, revise and prepare Counsel Opinion Letter	1.5	
	5.6 Hours at \$150.00 Per Hour		\$840.00
	1 Rights-of-Way at \$75.00/each		75.00
	TOTAL		\$915.00

Bennett & Dobbins PLLC

**317 Cleveland Avenue
Fairmont, WV 26554-1604
FEIN # 26-0383872**

(304)366-4295

Invoice

Date	Invoice #
8/19/2015	24949

Bill To
Lubeck PSD P.O. Box 700 Washington, WV 26181

Description	Amount
BELLVILLE PROJECT DESIGN LOAN SERVICES: PREPARATION OF RULE 42 FOR SUBMISSION TO THE WV PUBLIC SERVICE COMMISSION & IJDC BEFORE LOAN FORGIVENESS WAS OBTAINED, LOANING AND GRANTOR AGENCIES.	5,000.00
Total	\$5,000.00

**EFFECTIVE NOVEMBER 01, 1999 ALL
INVOICES OVER 30 DAYS PAST DUE WILL
BE SUBJECT TO INTEREST OF 18%.**



SALES ORDER

3325 Paddocks Parkway, Suite 360
Suwanee, GA 30024

PHONE: 866-758-6582
FAX: 678-455-0034

Bill To:

Lubeck Public Service District
PO Box 700
Washington, WV 26181

Ship To:

Same

Date: 6/23/2015

Account Manager: Kurtis Warne

Utility: Lubeck Public Service District
Main Contact: Randall Atkinson
Phone: 304-863-3341
Email: ra.lubeckpsd@cascable.net

New Customer	Current Customer
Payment Terms	
Payment due upon acceptance of this sales order.	

Special Arrangements

SEMS Software Subscription:		COST
<u>1</u>	SEMS Software Suite™:	\$ 3,600.00
<u>1</u>	Asset Management Component	
	Water Quality/Compliance Component	
<u>2</u>	Department/Systems	INCLUDED
<u>2</u>	SEMS Mobile App (Per Device \$300)	INCLUDED
<u>5</u>	SEMS Server Concurrent Users (Includes 5 with Add'l \$400)	INCLUDED
	SEMS Hosted/Web-Based User (Per User/Log-in \$500)	\$ -

SEMS Add-ons:			
	Additional Department/Systems	\$	-
	SEMS Analytics™	\$	-
	ESRI ArcGIS Server Integration	\$	-
	ESRI GIS Desktop Integration	\$	-
	SEMS Lab Connect™	\$	-
	SEMS SCADA Connect™	\$	-
	SEMS Billing Connect™	\$	-
	SEMS SYNC™ (Per Block of 5 Computers)	\$	-

Implementation & Setup:			
<u>1</u>	Asset Management Component (Up to <u>90</u> hrs)	\$	13,500.00
	Water Quality/Compliance Component (Up to <u> </u> hrs)	\$	-
	SEMS Analytics™	\$	-
	ESRI GIS Desktop	\$	-
	ESRI ArcGIS Server	\$	-
	SEMS Connect™ (Lab, SCADA, Billing)	\$	-
	SEMS Mobile App	\$	-
	Remote Implementation Assistance (\$150 per hr)	\$	-

	Custom Programming (\$200 per hr)	\$	-
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Training Services:			
<u>1</u>	Onsite Discovery (per day) **	\$	3,000.00
<u>2</u>	Onsite Training (per day) **	\$	4,500.00
	Onsite Follow Up/Refresher Training (per day) **	\$	-
	Remote Webinar Training (\$150 per hr)	\$	-

Total: \$ **24,600.00**
Annual Subscription*: \$ **3,600.00**

Accepted By: _____ Date: _____

* 3 Year Annual Agreement, Billed annually, Includes: software maintenance, technical support, software upgrades/versions
**Travel Expenses are built into the price
Note: Sales order price only good for 30 days of date above.



500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

INVOICE

EMPLOYER I.D. NO. 550394215

September 10, 2015

Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

Re: Lubeck Public Service District
Design Funding Assistance Note
Series 2015 B (West Virginia DWTRF Program)

Fees and expenses rendered as Bond Counsel with respect to
the above-referenced financing.

FEES & EXPENSES:	\$10,000.00
TOTAL STATEMENT:	<u>\$10,000.00</u>

Wiring Instructions:

Jackson Kelly PLLC
1600 Laidley Tower
500 Lee Street
PO Box 553
Charleston, WV 25301

Bank Name	Branch Banking & Trust
ABA Number	051503394
Account Number	5172879588
Reference Information:	101090/313

Regional Council
MOVRC
 Mid-Ohio Valley Regional Council

Invoice	INV00000000001042
Date	7/31/2014
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998
www.movrc.org

Bill To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
WATER#1	LUBE01				7/31/2014	0	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES JULY 2014	\$0.00	\$55.12	\$55.12

BOB LEACH 304 4224993 EXT 105

Subtotal	\$55.12
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$55.12

Regional Council

MOVRC

Mid-Ohio Valley Regional Council

Invoice	INV00000000001052
Date	8/31/2014
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998
www.movrc.org

Bill To:

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WATER#2		LUBE01			Net 30	8/31/2014	0
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR	\$0.00	\$55.40	\$55.40
1	1	0	ADVERTISING	ADVERTISING LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES AUGUST 2014	\$0.00	\$71.39	\$71.39

BOB LEACH 304 4224993 EXT 105

Subtotal	\$126.79
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$126.79

Invoice	INV00000000001133
Date	4/30/2015
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998
www.movrc.org

Bill To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
WATER#3	LUBE01			Net 30	4/30/2015	0	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR	\$0.00	\$578.65	\$578.65
1	1	0	TRAVEL	TRAVEL	\$0.00	\$11.50	\$11.50
1	1	0	TELEPHONE	Telephone	\$0.00	\$125.11	\$125.11
				LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES APR 2015			

BOB LEACH 304 4224993 EXT 105

Subtotal	\$715.26
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$715.26

Regional Council
 531 MARKET STREET
 PO BOX 247
 PARKERSBURG WV 26101-0247
MOVRC
 Mid-Ohio Valley Regional Council

Invoice	INV00000000001146
Date	5/31/2015
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998
www.movrc.org

Bill To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
WATER#4	LUBE01			Net 30	5/31/2015	0	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR	\$0.00	\$630.26	\$630.26
1	1	0	TELEPHONE	Telephone LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES MAY 2015	\$0.00	\$122.07	\$122.07

PROJECT MANAGER: TIM MEEKS 304-422-4993 EXT. 135

Subtotal	\$752.33
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$752.33

Regional Council
 531 MARKET STREET
 PO BOX 247
 PARKERSBURG WV 26101-0247



Invoice	INV00000000001159
Date	6/30/2015
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998

www.movrc.org

Bill To:

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
WATER#5	LUBE01			Net 30	6/30/2015	0	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR	\$0.00	\$454.58	\$454.58
1	1	0	TRAVEL	TRAVEL	\$0.00	\$23.00	\$23.00
1	1	0	TELEPHONE	Telephone LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES JUNE 2015	\$0.00	\$117.78	\$117.78

PROJECT MANAGER: TIM MEEKS 304-422-4993 EXT. 135

Subtotal	\$595.36
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$595.36

Regional Council
 531 MARKET STREET
 PO BOX 247
 PARKERSBURG WV 26101-0247
MOVRC
 Mid-Ohio Valley Regional Council

Invoice	INV00000000001173
Date	7/31/2015
Page	1

P.O. Box 247 • 531 Market Street • Parkersburg WV 26101
 Phone: (304) 422-4993 • Fax: (304) 422-4998
www.movrc.org

Bill To:

Ship To:

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

LUBECK PUBLIC SERVICE DISTRICT
 PO BOX 700
 WASHINGTON WV 26181-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
WATER#6	LUBE01			Net 30	7/31/2015	0	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	LABOR	LABOR	\$0.00	\$342.82	\$342.82
1	1	0	TELEPHONE	TELEPHONE	\$0.00	\$122.73	\$122.73
				LUBECK PUBLIC SERVICE DISTRICT BELLEVILLE WATER EXTENSION PROJECT ADMINISTRATIVE SERVICES JULY 2015			

PROJECT MANAGER: TIM MEEKS 304-422-4993 EXT. 135

Subtotal	\$465.55
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$465.55



500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

CLOSING MEMORANDUM

To: Bob DeCrease, WV BPH
Sheila Miller, WV WDA
Randy Atkinson, Lubeck PSD
Sara Rogers, WV MBC

From: Samme L. Gee, Esq.

Date: September 10, 2015

Re: Lubeck Public Service District Design Funding Assistance Note, Series 2015
(West Virginia DWTRF Program) 2013W-1462

DISBURSEMENTS TO DISTRICT

Payor: West Virginia DWTRF Program
Source: DWTRF Design Funding Assistance
Amount: \$73,061
Date: September 10, 2015
Form: Wire
Payee: Lubeck Public Service District
Bank: WesBanco
Bank Address: 415 Market Street
Parkersburg, WV 26101
Bank Contact: (304) 480-2500
Routing #: 043400036
Account #: 0312027341
Account Name: Belleville Water Project

MYERS LAW OFFICES

C. BLAINE MYERS
JESSICA E. MYERS

201 Third Street
P.O. Box 287
Parkersburg, WV 26102

(304) 485-3600
Fax (304) 485-0667
www.myerslawwv.com

September 10, 2015

Lubeck Public Service District
P. O. Box 700
Washington, WV 26181

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

West Virginia Bureau for Public Health
350 Capitol Street, Room 313
Charleston, West Virginia 25301

Re: \$242,633.00 Design Funding Assistance
(West Virginia DWTRF Program)

Ladies and Gentlemen:

I am counsel to Lubeck Public Service District (“the Local Government”), a Public Service District created pursuant to the laws of the State of West Virginia.

I have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated September 10, 2015, including all schedules and exhibits attached thereto (the “Design Funding Assistance Agreement”), among the Local Government, the West Virginia Water Development Authority (the “Authority”) and the West Virginia Bureau for Public Health (the “BPH”). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Design Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) extension of water services commonly referred to “Belleville Project” and (ii) paying certain issuance and other costs in connection therewith.

I have also examined the applicable provisions of West Virginia Code of 1931, as amended (the “Local Statute”), and the Resolution duly adopted by the Local Government on August 27, 2015, (“Local Act”), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Design Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon my examination of such other documents as I have deemed necessary, I am of the opinion as follows:

1. The Design Funding Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

2. The Design Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

3. The Local Government is a duly organized and validly existing Public Service District created under the laws of the State of West Virginia, with full power and authority to undertake the Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Design Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

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

6. The execution and delivery of the Design Funding Assistance Agreement and the consummation of the transactions contemplated by the Design Funding Assistance Agreement and the Local Act, 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 Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the undertaking of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from the State of West Virginia, the BPH and the West Virginia Infrastructure and Jobs Development Council.

8. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Design Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,


C. Blaine Myers

CBM/tls