

TOWN OF MILL CREEK

**Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)**

BOND TRANSCRIPT

Table of Contents

BASIC DOCUMENTS

1. Bond Ordinance
2. Supplemental Resolution
3. Loan Agreement
4. Infrastructure and Jobs Development Council Approval
5. Cross-Receipt for Bond and Bond Proceeds
6. Direction to Authenticate and Deliver Bonds
7. Specimen Bond

OPINIONS OF COUNSEL

8. Approving Opinion of Steptoe & Johnson PLLC, Bond Counsel
9. Opinion of Counsel to Issuer

CERTIFICATES

10. General Certificate of Issuer and Attorney
11. Certificate of Engineer, with Schedule B Attached
12. Certificate of Certified Public Accountant
13. Certificate as to Use of Proceeds

DOCUMENTS OF THE ISSUER

14. Charter
15. Rules of Procedure
16. Oaths of Office of Officers and Council Members
17.
 - A. Water Rate Ordinance
 - B. Minutes on Adoption and Enactment of Rate Ordinance
 - C. Affidavits of Publication of Rate Ordinance and Notice of Public Hearing
18. Minutes on Adoption and Enactment of Bond Ordinance, Supplemental Resolution, First Draw Resolution and Sweep Resolution
19. Affidavit of Publication of Abstract of Bond Ordinance and Notice of Public Hearing
20. Municipal Bond Commission New Issue Report

MISCELLANEOUS DOCUMENTS

21. Acceptance of Appointment as Depository Bank
22. Acceptance of Duties as Registrar
23. Certificate of Registration of Bonds
24. Registrar's Agreement
25. Evidence of Insurance
26. Closing Memorandum
27. Sweep Resolution

TOWN OF MILL CREEK

**WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND ORDINANCE

Table of Contents

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01.	Authority for this Ordinance.
Section 1.02.	Findings.
Section 1.03.	Bond Legislation Constitutes Contract.
Section 1.04.	Definitions.

ARTICLE II

AUTHORIZATION OF THE DESIGN PROJECT

Section 2.01.	Authorization of the Design Project.
---------------	--------------------------------------

ARTICLE III

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

Section 3.01.	Authorization of Bonds.
Section 3.02.	Terms of Bonds.
Section 3.03.	Execution of Bonds.
Section 3.04.	Authentication and Registration.
Section 3.05.	Negotiability, Transfer and Registration.
Section 3.06.	Bonds Mutilated, Destroyed, Stolen or Lost.
Section 3.07.	Bonds not to be Indebtedness of the Issuer.
Section 3.08.	Bonds Secured by Pledge of Gross Revenues.
Section 3.09.	Delivery of Bonds.
Section 3.10.	Form of Bonds.
	FORM OF SERIES 2013 A BOND
Section 3.11.	Sale of Bonds; Approval and Ratification of Execution of Loan Agreement.
Section 3.12.	Filing of Amended Schedule

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

- Section 5.01. Establishment of Funds and Accounts with Depository Bank.
Section 5.02. Establishment of Funds and Accounts with Commission.
Section 5.03. System Revenues; Flow of Funds.

ARTICLE VI

APPLICATION OF BOND PROCEEDS

- Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds.
Section 6.02. Disbursements of Bond Proceeds.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

- Section 7.01. General Covenants of the Issuer.
Section 7.02. Bonds not to be Indebtedness of the Issuer.
Section 7.03. Bonds Secured by Pledge of Gross Revenues
Section 7.04. Rates and Charges.
Section 7.05. Sale of the System.
Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant
Against Encumbrances.
Section 7.07. Parity Bonds.
Section 7.08. Books; Records and Audit.
Section 7.09. Rates.
Section 7.10. Operating Budget and Monthly Financial Report.
Section 7.11. Engineering Services and Operating Personnel.
Section 7.12. No Competing Franchise.
Section 7.13. Enforcement of Collections.
Section 7.14. No Free Services.
Section 7.15. Insurance.
Section 7.16. Connections.
Section 7.17. Completion of Design Project; Permits and Orders.
Section 7.18. Compliance with Loan Agreement and Law
Section 7.19. [RESERVED]
Section 7.20. Securities Law Compliance.
Section 7.21. Contracts; Change Orders; Public Releases.

ARTICLE VIII

INVESTMENT OF FUNDS; USE OF PROCEEDS

Section 8.01. Investments.
Section 8.02. Certificate and Covenants as to Use of Proceeds.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default.
Section 9.02. Remedies.
Section 9.03. Appointment of Receiver.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2013 A Bonds

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation
Section 11.02. Bond Legislation Constitutes Contract.
Section 11.03. Severability of Invalid Provisions.
Section 11.04. Headings, Etc.
Section 11.05. Conflicting Provisions Repealed.
Section 11.06. Covenant of Due Procedure, Etc.
Section 11.07. Statutory Notice and Public Hearing.
Section 11.08. Effective Date.

**SIGNATURES
CERTIFICATION**

TOWN OF MILL CREEK

BOND ORDINANCE

ORDINANCE AUTHORIZING THE DESIGN OF ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF MILL CREEK AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$157,500 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF MILL CREEK:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

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

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

A. The Town of Mill Creek (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be designed certain extensions, additions, betterments and improvements to the existing public waterworks facilities of the Issuer, consisting of water line replacement together with all necessary appurtenances (the design and other pre-construction activities herein known as the "Design Project")

(the existing public waterworks system of the Issuer, the Design Project and any further extensions, additions, betterments and improvements thereto are herein called the "System").

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

D. It is deemed necessary for the Issuer to issue its Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$157,500 in one or more series (the "Series 2013 A Bonds"), to temporarily finance a portion of the costs of the Design Project. Such costs shall be deemed to include the cost of interest, if any, upon the Series 2013 A Bonds prior to and during and for a period not exceeding 6 months after completion of the Design Project; amounts which may be deposited in the Series 2013 A Bonds Reserve Account (as hereinafter defined) for the Series 2013 A Bonds; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2013 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the Design Project and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2013 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Design Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2013 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement (the "Loan Agreement") by and between the Issuer and the Authority, on behalf of the Council, in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

G. There are no Outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Series 2013 A Bonds and to make payments into all funds and accounts and other payments provided for herein.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2013 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2013 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2013 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

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

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

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

"Bonds" means, collectively, the Series 2013 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

"Closing Date" means the date upon which there is an exchange of the Series 2013 A Bonds for all or a portion of the proceeds of the Series 2013 A Bonds from the Authority.

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

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

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

"Costs" or "Costs of the Design Project" means those costs described in Section 1.02D hereof to be a part of the costs of the Design Project.

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

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

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

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

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

"Governing Body" means the Town Council of the Issuer, as it may now or hereafter be constituted.

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

"Grants" means any grants committed to the Design Project.

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

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

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an

independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Issuer" means the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia, in Randolph County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2013 A Bonds, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2013 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2013 A Bonds Reserve Account.

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

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

"Outstanding" when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (ii) any Bond deemed to have been paid as provided in Article X hereof; and (iii) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution with the written consent of the Authority and the Council.

"Qualified Investments" means and includes the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;
- (e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;
- (f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;
- (g) Repurchase agreements or similar banking arrangements, fully secured by investments of the types described in paragraphs (a) through (e) above or fully insured by the FDIC, with member banks of the Federal Reserve system or banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that

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

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

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

"Recorder" means the Recorder of the Issuer.

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

"Registrar" means the Bond Registrar.

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

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

"Revenue Fund" means the Revenue Fund established pursuant to Section 5.01 hereof.

"Series 2013 A Bonds" means the Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

"Series 2013 A Bonds Project Account" means the Series 2013 A Bonds Project Account established by Section 5.01 hereof.

"Series 2013 A Bonds Reserve Account" means the Series 2013 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2013 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2013 A Bonds in the then current or any succeeding year.

"Series 2013 A Bonds Sinking Fund" means the Series 2013 A Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2013 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2013 A Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the Series 2013 A Bonds Sinking Fund, the Series 2013 A Bonds Reserve Account and the Renewal and Replacement Fund.

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

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

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

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

ARTICLE II

AUTHORIZATION OF THE DESIGN PROJECT

Section 2.01. Authorization of the Design Project. There is hereby authorized and ordered the Design Project at an estimated cost of not to exceed \$250,000, of which a portion will be paid from proceeds of the Series 2013 A Bonds. The proceeds of the Series 2013 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer will enter into contracts for the

Design Project in an amount compatible with the financing plan submitted to the Council and the Authority.

The Cost of the Design Project is estimated not to exceed \$250,000, of which an amount not to exceed \$157,500 will be obtained from the proceeds of the Series 2013 A Bonds, approximately \$92,500 will be deferred by the Consulting Engineer.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2013 A Bonds, funding the reserve account for the Series 2013 A Bonds, paying Costs of the Design Project not otherwise provided for and paying certain costs of issuance of the Series 2013 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2013 A Bonds of the Issuer. The Series 2013 A Bonds shall be issued as a single bond, designated as "Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund)", in the principal amount of not more than \$157,500, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2013 A Bonds remaining after funding of the Series 2013 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2013 A Bonds Project Account established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2013 A Bonds shall be issued in such principal amount; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2013 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2013 A Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2013 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2013 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2013 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2013 A Bonds shall cease to be such officer of the Issuer before the Series 2013 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2013 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2013 A Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2013 A Bonds shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2013 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2013 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide Holder for value.

So long as the Series 2013 A Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2013 A Bonds shall be transferable only upon the books of the Bond Registrar, by the Registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2013 A Bonds are exercised, all Series 2013 A Bonds shall be delivered in accordance with the

provisions of this Bond Legislation. All Series 2013 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2013 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of any Series 2013 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2013 A Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2013 A Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2013 A Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2013 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues. The payment of the debt service on the Series 2013 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System. The Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2013 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2013 A Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 2013 A Bonds are to be registered upon original issuance,

together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2013 A Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 2013 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2013 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2013 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MILL CREEK
WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$157,500

KNOW ALL MEN BY THESE PRESENTS: That on this the ____ day of _____, 2013, the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, to and including _____ 1, 20___ as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__ to and including _____ 1, 20__ as set forth on the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2013.

This Bond is issued (i) to pay a portion of the costs of design and other pre-construction activities related to the acquisition and construction of certain extensions, additions, betterments and

improvements to the public waterworks system of the Issuer (the "Design Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Design Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2013, and a Supplemental Resolution duly adopted by the Issuer on _____, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING BONDS OR OBLIGATIONS OF THE ISSUER WHICH ARE SECURED BY REVENUES OR ASSETS OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the Operating Expenses and principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Design Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF MILL CREEK has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2013.

THE HUNTINGTON NATIONAL BANK,
as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20__.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2013 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement, and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. Filing of Amended Schedule. Upon completion of the Design Project, the Issuer will file with the Council and the Authority a schedule for the Series 2013 A Bonds, the form of which will be provided by the Authority and the Council, setting forth the actual Costs of the Design Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Series 2013 A Bonds Project Account.

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

- (1) Series 2013 A Bonds Sinking Fund; and
- (2) Series 2013 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository

Bank and used only for the purposes and in the manner provided in this Bond Legislation. All monies in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 4 months prior to the first date of payment of interest of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest due on the Series 2013 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2013 A Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest due on such date.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2013 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2013 A Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, if not fully funded upon issuance of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2013 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2013 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2013 A Bonds Reserve Requirement.

(4) The Issuer shall next, each month, pay from the Revenue Fund all current Operating Expenses of the System.

(5) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account.

All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Monies in the Series 2013 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2013 A Bonds, as the same shall become due. Monies in the Series 2013 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2013 A Bonds, as the same shall come due, when other monies in the Series 2013 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during the Design Project, be deposited in the Series 2013 A Bonds Project Account, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2013 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2013 A Bonds Reserve Account, which result in a reduction in the balance of such accounts to below the Reserve Requirements thereof, shall be restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2013 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2013 A Bonds Sinking Fund or the Series 2013 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2013 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically

debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2013 A Bonds under the conditions and restrictions set forth herein.

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

C. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 2013 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

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

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

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

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds.
From the monies received from the sale of the Series 2013 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2013 A Bonds, there shall first be deposited with the Commission in the Series 2013 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2013 A Bonds for the period commencing on the date of issuance of the Series 2013 A Bonds and ending 6 months after the estimated date of completion of the Design Project.

B. Next, from the proceeds of the Series 2013 A Bonds, there shall be deposited with the Commission in the Series 2013 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2013 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2013 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2013 A Bonds Project Account and applied solely to payment of the Costs of the Design Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2013 A Bonds.

D. After completion of the Design Project, and all Costs have been paid, any remaining proceeds of the Series 2013 A Bonds shall be expended as directed by the Council.

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

Except as provided in Section 6.01 hereof, disbursements of the proceeds of the Series 2013 A Bonds from the Series 2013 A Bonds Project Account shall be made only after submission too, and approval from, the Council of a certificate, signed by an Authorized Officer stating that:

- (1) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
- (2) Each item for which the payment is proposed to be made is or was necessary in connection with the Design Project and constitutes a Cost of the Design Project;
- (3) Each of such Costs has been otherwise properly incurred; and

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

Pending such application, monies in the Series 2013 A Bonds Project Account shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2013 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2013 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2013 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2013 A Bonds shall not be nor constitute a corporate indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2013 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 A Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues. The payment of the debt service on the Series 2013 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System. The Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted June 15, 2010 which rates are incorporated herein by reference as a part hereof.

So long as the Series 2013 A Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially

established for the System in connection with the Series 2013 A Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2013 A Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2013 A Bonds Sinking Fund, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2013 A Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Series 2013 A Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$50,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$50,000 but not in excess of \$200,000, the Issuer shall first, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Governing Body may then, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$50,000 and not in excess of \$200,000 shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, shall be in excess of \$200,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2013 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2013 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2013 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2013 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2013 A Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. No such additional Parity Bonds, payable out of the revenues of the System, shall be issued except for the purposes of financing the costs of the acquisition and construction of extensions, additions, betterments or improvements to the System, refunding any outstanding Bonds, paying claims which may exist against the revenues or facilities of the System or all of such purposes.

So long as the Series 2013 A Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

- (1) The Bonds then Outstanding;
- (2) Any additional Parity Bonds theretofore issued pursuant to his Bond Legislation then Outstanding; and
- (3) The additional Parity Bonds then proposed to be issued.

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

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

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

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

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the Cost of the Design Project. The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Design Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the Design Project; the operation and maintenance of

the System and the administration of the loan or any grants or other sources of financing for the Design Project.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of the Design Project.

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

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

The Issuer shall file with the Authority and the Council, or any other original purchaser of the Series 2013 A Bonds and shall mail in each year to any Holder or Holders of the Series 2013 A Bonds, requesting the same, an annual report containing the following:

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2013 A Bonds and shall submit the report to the Authority and the Council, or any other original purchaser of the Series 2013 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that notes whether the results of test disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes

whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

Section 7.09. Rates. Prior to the issuance of the Series 2013 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2013 A Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Series 2013 A Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2013 A Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2013 A Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

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

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to

the Authority, the Council and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

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

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, the funding plan as submitted to the Authority and the Council is sufficient to pay the Costs of the Design Project, and all permits, if any, required by federal and state laws for the Design Project have been obtained.

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of the System until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

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

Section 7.15. Insurance. The Issuer hereby covenants and agrees that so long as the Series 2013 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of

any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

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

The Issuer will obtain all permits required by state and federal laws for the Design Project, approvals of issuance of the Series 2013 A Bonds required by State law, and shall supply an opinion of counsel to such effect.

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

The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 7.19. [RESERVED]

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

Section 7.21. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2013 A Bonds or immediately thereafter, enter into written contracts for the immediate commencement of the Design Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2013 A Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2013 A Bonds made available due to Design Project underruns.

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

ARTICLE VIII

INVESTMENT OF FUNDS; USE OF PROCEEDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2013 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2013 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2013 A Bonds as a condition to issuance of the Series 2013 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2013 A Bonds as may be necessary in order to maintain the status of the Series 2013 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2013 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2013 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2013 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2013 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2013 A Bonds; or
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2013 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2013 A Bonds, and such default shall have continued for a period of 30 days after the Issuer, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

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

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Design Project, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the Design Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

Such receiver, in the performance of the powers herein above conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor

receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2013 A Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2013 A Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2013 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2013 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2013 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2013 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2013 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2013 A Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2013 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate

requirements or otherwise as may be necessary to assure the excludability of interest on the Series 2013 A Bonds from gross income of the Holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2013 A Bonds.

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

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

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Inter-Mountain*, a qualified newspaper published and of general circulation in the Town of Mill Creek, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2013 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

[Remainder of Page Intentionally Blank]

Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: May 9, 2013

Passed on Second Reading: May 23, 2013

Passed on Final Reading
Following Public
Hearing: June 13, 2013



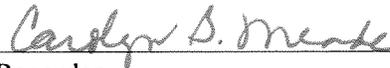
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of the TOWN OF MILL CREEK on the 13th day of June, 2013.

Dated: August 23, 2013.

[SEAL]



Recorder

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MILL CREEK; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A BOND ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Mill Creek (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective June 13, 2013 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE DESIGN OF ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF MILL CREEK AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$157,500 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of the Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, in the aggregate principal amount not to exceed \$157,500 (the "Series 2013 A Bonds"), and has authorized the execution and delivery of a loan agreement relating to the Series 2013 A Bonds, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Series 2013 A Bonds should be established by a supplemental resolution pertaining to the Series 2013 A Bonds; and that other matters relating to the Series 2013 A Bonds be herein provided for;

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

WHEREAS, the Series 2013 A Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and entered into by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2013 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2013 A Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MILL CREEK:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$157,500. The Series 2013 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2053, and shall bear interest at the rate of 1.0% per annum. The principal and interest of the Series 2013 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2013 A Bonds. The Series 2013 A Bonds shall be subject to redemption upon the written consent of the Authority, and upon payment of a redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the Registered Owner of the Series 2013 A Bonds.

Section 2. All other provisions relating to the Series 2013 A Bonds and the text of the Series 2013 A Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the

Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the Council and the Authority. The price of the Series 2013 A Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2013 A Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as registrar (the "Registrar"), for the Series 2013 A Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2013 A Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2013 A Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate Mountain Valley Bank, Mill Creek, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2013 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2013 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2013 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2013 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2013 A Bonds shall be deposited in or credited to the Series 2013 A Bonds Project Account as received from the Council from time to time for payment of Costs of the Design Project, including, without limitation, costs of issuance of the Series 2013 A Bonds and related costs.

Section 10. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Series 2013 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2013 A Bonds may be delivered on or about August 23, 2013, to the Authority pursuant to the Loan Agreement.

Section 11. The Design Project and the financing thereof in part with proceeds of the Series 2013 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 12. The Issuer does hereby approve and authorize all contracts relating to the Design Project.

Section 13. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 13th day of August, 2013.



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Mill Creek on the 13th day of August, 2013.

Dated: August 23, 2013.

[SEAL]



Recorder

IC-1
(07/13)

LOAN AGREEMENT

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

TOWN OF MILL CREEK
(2012W-1387)

(Governmental Agency)

WITNESSETH:

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

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

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

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

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

Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers'

compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

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

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

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

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

2.13 The Governmental Agency shall serve the additional customers at the location(s) as set forth in Schedule X. The Governmental Agency shall not reduce the amount of additional customers served by the project without the prior written approval of the WDA Board. Following completion of the Project the Governmental Agency shall certify to the Authority the number of customers added to the System.

2.14 The Governmental Agency shall perform an annual maintenance audit which maintenance audit shall be submitted to the WDA and the Public Service Commission of West Virginia.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, including compliance with Chapter 21, Article 1D of the Code of West Virginia, 1931, as amended, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

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

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

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

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

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

(b) Covenants substantially as follows:

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

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

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

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

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

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

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

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

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

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

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

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

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

(xiv) That the proceeds of the Local Bonds, advanced from time to time, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem)

bond anticipation notes or other interim financing of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and the Council, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

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

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

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

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

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

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

of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

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

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

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

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

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

wherein the employees reside and their occupation, following the procedures established by the DOL. The monthly requisitions submitted to the Council shall also certify that the Governmental Agency is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine

Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

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

TOWN OF MILL CREEK

(SEAL)

Attest:

Carolyn S. Dore
Its: Recorder

By: W. Steve Dore
Its: Mayor
Date: August 23, 2013

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

Attest:

Sheila G. Miller
Its: Authorized Officer

By: [Signature]
Its: Executive Director
Date: August 23, 2013

{C2642307.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

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

as Exhibit A, and my firm¹ has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; (xi) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve _____ new customers in the _____ area.

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

[SEAL]

By: _____
West Virginia License No. _____

¹If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
1009 Bullitt Street
Charleston, WV 25301

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

Ladies and Gentlemen:

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

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

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

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

conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

 Name of Person Completing Form

 Address

 Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

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

Witness my signature this ____ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	\$157,500
Purchase Price of Local Bonds	\$157,500

The Local Bonds shall bear interest at a rate of 1% per annum commencing March 1, 2014. Commencing June 1, 2014, principal and interest on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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

Number of New Users: 0
Location: N/A

SCHEDULE Y DEBT SERVICE SCHEDULE

Bond Debt Service

Town of Mill Creek

IF

\$157,500

40 Years from Closing Date

1% Interest Rate

Dated

Date 8/23/2013

Delivery

Date 8/23/2013

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2014	820	1.000%	393.75	1,213.75
9/1/2014	822	1.000%	391.70	1,213.70
12/1/2014	825	1.000%	389.65	1,214.65
3/1/2015	827	1.000%	387.58	1,214.58
6/1/2015	829	1.000%	385.52	1,214.52
9/1/2015	831	1.000%	383.44	1,214.44
12/1/2015	833	1.000%	381.37	1,214.37
3/1/2016	835	1.000%	379.28	1,214.28
6/1/2016	837	1.000%	377.20	1,214.20
9/1/2016	839	1.000%	375.10	1,214.10
12/1/2016	841	1.000%	373.01	1,214.01
3/1/2017	843	1.000%	370.90	1,213.90
6/1/2017	845	1.000%	368.80	1,213.80
9/1/2017	847	1.000%	366.68	1,213.68
12/1/2017	850	1.000%	364.57	1,214.57
3/1/2018	852	1.000%	362.44	1,214.44
6/1/2018	854	1.000%	360.31	1,214.31
9/1/2018	856	1.000%	358.18	1,214.18
12/1/2018	858	1.000%	356.04	1,214.04
3/1/2019	860	1.000%	353.89	1,213.89
6/1/2019	862	1.000%	351.74	1,213.74
9/1/2019	865	1.000%	349.59	1,214.59
12/1/2019	867	1.000%	347.42	1,214.42
3/1/2020	869	1.000%	345.26	1,214.26
6/1/2020	871	1.000%	343.08	1,214.08
9/1/2020	873	1.000%	340.91	1,213.91
12/1/2020	875	1.000%	338.72	1,213.72
3/1/2021	878	1.000%	336.54	1,214.54
6/1/2021	880	1.000%	334.34	1,214.34
9/1/2021	882	1.000%	332.14	1,214.14
12/1/2021	884	1.000%	329.94	1,213.94
3/1/2022	886	1.000%	327.73	1,213.73
6/1/2022	889	1.000%	325.51	1,214.51
9/1/2022	891	1.000%	323.29	1,214.29
12/1/2022	893	1.000%	321.06	1,214.06
3/1/2023	895	1.000%	318.83	1,213.83
6/1/2023	898	1.000%	316.59	1,214.59
9/1/2023	900	1.000%	314.35	1,214.35
12/1/2023	902	1.000%	312.10	1,214.10
3/1/2024	904	1.000%	309.84	1,213.84
6/1/2024	907	1.000%	307.58	1,214.58
9/1/2024	909	1.000%	305.31	1,214.31
12/1/2024	911	1.000%	303.04	1,214.04

Bond Debt Service
 Town of Mill Creek
 IF
 \$157,500
 40 Years from Closing Date
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2025	913	1.000%	300.76	1,213.76
6/1/2025	916	1.000%	298.48	1,214.48
9/1/2025	918	1.000%	296.19	1,214.19
12/1/2025	920	1.000%	293.90	1,213.90
3/1/2026	923	1.000%	291.60	1,214.60
6/1/2026	925	1.000%	289.29	1,214.29
9/1/2026	927	1.000%	286.98	1,213.98
12/1/2026	929	1.000%	284.66	1,213.66
3/1/2027	932	1.000%	282.34	1,214.34
6/1/2027	934	1.000%	280.01	1,214.01
9/1/2027	936	1.000%	277.67	1,213.67
12/1/2027	939	1.000%	275.33	1,214.33
3/1/2028	941	1.000%	272.98	1,213.98
6/1/2028	944	1.000%	270.63	1,214.63
9/1/2028	946	1.000%	268.27	1,214.27
12/1/2028	948	1.000%	265.91	1,213.91
3/1/2029	951	1.000%	263.54	1,214.54
6/1/2029	953	1.000%	261.16	1,214.16
9/1/2029	955	1.000%	258.78	1,213.78
12/1/2029	958	1.000%	256.39	1,214.39
3/1/2030	960	1.000%	253.99	1,213.99
6/1/2030	963	1.000%	251.59	1,214.59
9/1/2030	965	1.000%	249.19	1,214.19
12/1/2030	967	1.000%	246.77	1,213.77
3/1/2031	970	1.000%	244.36	1,214.36
6/1/2031	972	1.000%	241.93	1,213.93
9/1/2031	975	1.000%	239.50	1,214.50
12/1/2031	977	1.000%	237.06	1,214.06
3/1/2032	980	1.000%	234.62	1,214.62
6/1/2032	982	1.000%	232.17	1,214.17
9/1/2032	984	1.000%	229.72	1,213.72
12/1/2032	987	1.000%	227.26	1,214.26
3/1/2033	989	1.000%	224.79	1,213.79
6/1/2033	992	1.000%	222.32	1,214.32
9/1/2033	994	1.000%	219.84	1,213.84
12/1/2033	997	1.000%	217.35	1,214.35
3/1/2034	999	1.000%	214.86	1,213.86
6/1/2034	1,002	1.000%	212.36	1,214.36
9/1/2034	1,004	1.000%	209.86	1,213.86
12/1/2034	1,007	1.000%	207.35	1,214.35
3/1/2035	1,009	1.000%	204.83	1,213.83
6/1/2035	1,012	1.000%	202.31	1,214.31
9/1/2035	1,014	1.000%	199.78	1,213.78
12/1/2035	1,017	1.000%	197.24	1,214.24
3/1/2036	1,019	1.000%	194.70	1,213.70
6/1/2036	1,022	1.000%	192.15	1,214.15
9/1/2036	1,025	1.000%	189.60	1,214.60

Bond Debt Service
 Town of Mill Creek
 IF
 \$157,500
 40 Years from Closing Date
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2036	1,027	1.000%	187.03	1,214.03
3/1/2037	1,030	1.000%	184.47	1,214.47
6/1/2037	1,032	1.000%	181.89	1,213.89
9/1/2037	1,035	1.000%	179.31	1,214.31
12/1/2037	1,037	1.000%	176.72	1,213.72
3/1/2038	1,040	1.000%	174.13	1,214.13
6/1/2038	1,043	1.000%	171.53	1,214.53
9/1/2038	1,045	1.000%	168.92	1,213.92
12/1/2038	1,048	1.000%	166.31	1,214.31
3/1/2039	1,050	1.000%	163.69	1,213.69
6/1/2039	1,053	1.000%	161.07	1,214.07
9/1/2039	1,056	1.000%	158.43	1,214.43
12/1/2039	1,058	1.000%	155.79	1,213.79
3/1/2040	1,061	1.000%	153.15	1,214.15
6/1/2040	1,064	1.000%	150.50	1,214.50
9/1/2040	1,066	1.000%	147.84	1,213.84
12/1/2040	1,069	1.000%	145.17	1,214.17
3/1/2041	1,072	1.000%	142.50	1,214.50
6/1/2041	1,074	1.000%	139.82	1,213.82
9/1/2041	1,077	1.000%	137.13	1,214.13
12/1/2041	1,080	1.000%	134.44	1,214.44
3/1/2042	1,082	1.000%	131.74	1,213.74
6/1/2042	1,085	1.000%	129.04	1,214.04
9/1/2042	1,088	1.000%	126.32	1,214.32
12/1/2042	1,091	1.000%	123.60	1,214.60
3/1/2043	1,093	1.000%	120.88	1,213.88
6/1/2043	1,096	1.000%	118.14	1,214.14
9/1/2043	1,099	1.000%	115.40	1,214.40
12/1/2043	1,101	1.000%	112.66	1,213.66
3/1/2044	1,104	1.000%	109.90	1,213.90
6/1/2044	1,107	1.000%	107.14	1,214.14
9/1/2044	1,110	1.000%	104.38	1,214.38
12/1/2044	1,113	1.000%	101.60	1,214.60
3/1/2045	1,115	1.000%	98.82	1,213.82
6/1/2045	1,118	1.000%	96.03	1,214.03
9/1/2045	1,121	1.000%	93.24	1,214.24
12/1/2045	1,124	1.000%	90.43	1,214.43
3/1/2046	1,127	1.000%	87.62	1,214.62
6/1/2046	1,129	1.000%	84.81	1,213.81
9/1/2046	1,132	1.000%	81.98	1,213.98
12/1/2046	1,135	1.000%	79.15	1,214.15
3/1/2047	1,138	1.000%	76.32	1,214.32
6/1/2047	1,141	1.000%	73.47	1,214.47
9/1/2047	1,144	1.000%	70.62	1,214.62
12/1/2047	1,146	1.000%	67.76	1,213.76
3/1/2048	1,149	1.000%	64.89	1,213.89
6/1/2048	1,152	1.000%	62.02	1,214.02

Bond Debt Service
 Town of Mill Creek
 IF
 \$157,500
 40 Years from Closing Date
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2048	1,155	1.000%	59.14	1,214.14
12/1/2048	1,158	1.000%	56.25	1,214.25
3/1/2049	1,161	1.000%	53.36	1,214.36
6/1/2049	1,164	1.000%	50.46	1,214.46
9/1/2049	1,167	1.000%	47.55	1,214.55
12/1/2049	1,170	1.000%	44.63	1,214.63
3/1/2050	1,172	1.000%	41.70	1,213.70
6/1/2050	1,175	1.000%	38.77	1,213.77
9/1/2050	1,178	1.000%	35.84	1,213.84
12/1/2050	1,181	1.000%	32.89	1,213.89
3/1/2051	1,184	1.000%	29.94	1,213.94
6/1/2051	1,187	1.000%	26.98	1,213.98
9/1/2051	1,190	1.000%	24.01	1,214.01
12/1/2051	1,193	1.000%	21.04	1,214.04
3/1/2052	1,196	1.000%	18.05	1,214.05
6/1/2052	1,199	1.000%	15.06	1,214.06
9/1/2052	1,202	1.000%	12.07	1,214.07
12/1/2052	1,205	1.000%	9.06	1,214.06
3/1/2053	1,208	1.000%	6.05	1,214.05
6/1/2053	1,211	1.000%	3.03	1,214.03
	157,500		33,120.37	190,620.37

SCHEDULE Z

Construction requirements set forth herein are not applicable to this design loan.



WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Earl Ray Tomblin
Chairman

Kenneth Lowe, Jr.
Public Member

Tom Plymale
Public Member

Ron Justice
Public Member

Louis R. Spatafore
Public Member

Joseph Freeland
Public Member

D. K. "Bud" Carr
Public Member

James W. Ellars, P.E.
Executive Director

Barbara J. Pauley
Executive Assistant

Friday, April 26, 2013

The Honorable Bill Brock *(via e-mail)*
Mayor, Mill Creek Municipal Water Department
P O Box 128
Mill Creek, WV 26280

Re: Mill Creek Municipal Water Department Water Project
2012W-1387 Preliminary Application Approved
CORRECTION TO LETTER DATED 4/12/13

Dear Mayor Brock:

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.

Below is grant information for this Project:

IJDC District 2 Grant - \$751,000.00 - Recommended

Below is loan information for this Project:

IJDC District 2 Loan - \$3,500,000.00 (1%, 40 yrs) - Recommended

IJDC Design Loan - \$157,500 (included in the total) to be taken out by the IJDC District 2 Loan

Total project cost is \$4,251,000.00. **This letter is not a commitment of Infrastructure Funds.** If you have any questions regarding this matter, please contact James W. Ellars, P.E. at (304) 414-6501.

Sincerely,

Kenneth Lowe, Jr.

cc: BPH Rep Name, BPH *(via e-mail)*
Shane Whitehair, Region 7 - Planning & Development Council *(via e-mail)*
David Sharp, Potesta & Associates, Inc. *(via e-mail)*
Zachary D. Dobbins, Bennett & Dobbins PLLC *(via e-mail)*

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On this 23rd day of August, 2013, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the Town of Mill Creek (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the entire original issue of \$157,500 principal amount of the Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer (the "Bonds"), issued as a single, fully registered Bond, numbered AR-1, and dated August 23, 2013.
2. At the time of such receipt of the Bonds upon original issuance, the Bonds had been executed by the Mayor and the Recorder of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.
3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Bonds, of the sum of \$28,312, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer by the Authority on behalf of the West Virginia Infrastructure and Jobs Development Council as the Design Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first above written.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Sheila A Miller
Its: Authorized Representative

TOWN OF MILL CREEK

By: [Signature]
Its: Mayor

624750.00002

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

On this 23rd day of August, 2013, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of the Town of Mill Creek Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), in the principal amount of \$157,500, dated August 23, 2013 (the "Bonds"), executed by the Mayor and the Recorder of the Town of Mill Creek (the "Issuer"), and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on June 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of the loan agreement dated August 23, 2013 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council; and

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

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of \$28,312, representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Blank]

Dated as of the date first written above.

TOWN OF MILL CREEK

By: 
Its: Mayor

604750.00002

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MILL CREEK
WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$157,500

KNOW ALL MEN BY THESE PRESENTS: That on this the 23rd day of August, 2013, the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053 as set forth on the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated August 23, 2013.

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

Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING BONDS OR OBLIGATIONS OF THE ISSUER WHICH ARE SECURED BY REVENUES OR ASSETS OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the Operating Expenses and principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Design Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF MILL CREEK has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]



Mayor

ATTEST:



Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: August 23, 2013.

THE HUNTINGTON NATIONAL BANK,
as Registrar

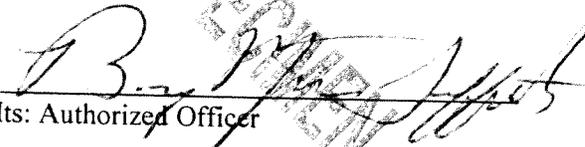
By: 
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$28,312	08/23/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

Bond Debt Service
Town of Mill Creek
IF
\$157,500
40 Years from Closing Date
1% Interest Rate

Dated Date 8/15/2013
Delivery
Date 8/15/2013

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2014	820	1.000%	393.75	1,213.75
9/1/2014	822	1.000%	391.70	1,213.70
12/1/2014	825	1.000%	389.65	1,214.65
3/1/2015	827	1.000%	387.58	1,214.58
6/1/2015	829	1.000%	385.52	1,214.52
9/1/2015	831	1.000%	383.44	1,214.44
12/1/2015	833	1.000%	381.37	1,214.37
3/1/2016	835	1.000%	379.28	1,214.28
6/1/2016	837	1.000%	377.20	1,214.20
9/1/2016	839	1.000%	375.10	1,214.10
12/1/2016	841	1.000%	373.01	1,214.01
3/1/2017	843	1.000%	370.90	1,213.90
6/1/2017	845	1.000%	368.80	1,213.80
9/1/2017	847	1.000%	366.68	1,213.68
12/1/2017	850	1.000%	364.57	1,214.57
3/1/2018	852	1.000%	362.44	1,214.44
6/1/2018	854	1.000%	360.31	1,214.31
9/1/2018	856	1.000%	358.18	1,214.18
12/1/2018	858	1.000%	356.04	1,214.04
3/1/2019	860	1.000%	353.89	1,213.89
6/1/2019	862	1.000%	351.74	1,213.74
9/1/2019	865	1.000%	349.59	1,214.59
12/1/2019	867	1.000%	347.42	1,214.42
3/1/2020	869	1.000%	345.26	1,214.26
6/1/2020	871	1.000%	343.08	1,214.08
9/1/2020	873	1.000%	340.91	1,213.91
12/1/2020	875	1.000%	338.72	1,213.72
3/1/2021	878	1.000%	336.54	1,214.54
6/1/2021	880	1.000%	334.34	1,214.34
9/1/2021	882	1.000%	332.14	1,214.14
12/1/2021	884	1.000%	329.94	1,213.94
3/1/2022	886	1.000%	327.73	1,213.73
6/1/2022	889	1.000%	325.51	1,214.51
9/1/2022	891	1.000%	323.29	1,214.29
12/1/2022	893	1.000%	321.06	1,214.06
3/1/2023	895	1.000%	318.83	1,213.83
6/1/2023	898	1.000%	316.59	1,214.59
9/1/2023	900	1.000%	314.35	1,214.35
12/1/2023	902	1.000%	312.10	1,214.10
3/1/2024	904	1.000%	309.84	1,213.84
6/1/2024	907	1.000%	307.58	1,214.58
9/1/2024	909	1.000%	305.31	1,214.31
12/1/2024	911	1.000%	303.04	1,214.04

Bond Debt Service
Town of Mill Creek
IF
\$157,500
40 Years from Closing Date
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2025	913	1.000%	300.76	1,213.76
6/1/2025	916	1.000%	298.48	1,214.48
9/1/2025	918	1.000%	296.19	1,214.19
12/1/2025	920	1.000%	293.90	1,213.90
3/1/2026	923	1.000%	291.60	1,214.60
6/1/2026	925	1.000%	289.29	1,214.29
9/1/2026	927	1.000%	286.98	1,213.98
12/1/2026	929	1.000%	284.66	1,213.66
3/1/2027	932	1.000%	282.34	1,214.34
6/1/2027	934	1.000%	280.01	1,214.01
9/1/2027	936	1.000%	277.67	1,213.67
12/1/2027	939	1.000%	275.33	1,214.33
3/1/2028	941	1.000%	272.98	1,213.98
6/1/2028	944	1.000%	270.63	1,214.63
9/1/2028	946	1.000%	268.27	1,214.27
12/1/2028	948	1.000%	265.91	1,213.91
3/1/2029	951	1.000%	263.54	1,214.54
6/1/2029	953	1.000%	261.16	1,214.16
9/1/2029	955	1.000%	258.78	1,213.78
12/1/2029	958	1.000%	256.39	1,214.39
3/1/2030	960	1.000%	253.99	1,213.99
6/1/2030	963	1.000%	251.59	1,214.59
9/1/2030	965	1.000%	249.19	1,214.19
12/1/2030	967	1.000%	246.77	1,213.77
3/1/2031	970	1.000%	244.36	1,214.36
6/1/2031	972	1.000%	241.93	1,213.93
9/1/2031	975	1.000%	239.50	1,214.50
12/1/2031	977	1.000%	237.06	1,214.06
3/1/2032	980	1.000%	234.62	1,214.62
6/1/2032	982	1.000%	232.17	1,214.17
9/1/2032	984	1.000%	229.72	1,213.72
12/1/2032	987	1.000%	227.26	1,214.26
3/1/2033	989	1.000%	224.79	1,213.79
6/1/2033	992	1.000%	222.32	1,214.32
9/1/2033	994	1.000%	219.84	1,213.84
12/1/2033	997	1.000%	217.35	1,214.35
3/1/2034	999	1.000%	214.86	1,213.86
6/1/2034	1,002	1.000%	212.36	1,214.36
9/1/2034	1,004	1.000%	209.86	1,213.86
12/1/2034	1,007	1.000%	207.35	1,214.35
3/1/2035	1,009	1.000%	204.83	1,213.83
6/1/2035	1,012	1.000%	202.31	1,214.31
9/1/2035	1,014	1.000%	199.78	1,213.78
12/1/2035	1,017	1.000%	197.24	1,214.24
3/1/2036	1,019	1.000%	194.70	1,213.70
6/1/2036	1,022	1.000%	192.15	1,214.15
9/1/2036	1,025	1.000%	189.60	1,214.60

Bond Debt Service
Town of Mill Creek
IF
\$157,500
40 Years from Closing Date
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2036	1,027	1.000%	187.03	1,214.03
3/1/2037	1,030	1.000%	184.47	1,214.47
6/1/2037	1,032	1.000%	181.89	1,213.89
9/1/2037	1,035	1.000%	179.31	1,214.31
12/1/2037	1,037	1.000%	176.72	1,213.72
3/1/2038	1,040	1.000%	174.13	1,214.13
6/1/2038	1,043	1.000%	171.53	1,214.53
9/1/2038	1,045	1.000%	168.92	1,213.92
12/1/2038	1,048	1.000%	166.31	1,214.31
3/1/2039	1,050	1.000%	163.69	1,213.69
6/1/2039	1,053	1.000%	161.07	1,214.07
9/1/2039	1,056	1.000%	158.43	1,214.43
12/1/2039	1,058	1.000%	155.79	1,213.79
3/1/2040	1,061	1.000%	153.15	1,214.15
6/1/2040	1,064	1.000%	150.50	1,214.50
9/1/2040	1,066	1.000%	147.84	1,213.84
12/1/2040	1,069	1.000%	145.17	1,214.17
3/1/2041	1,072	1.000%	142.50	1,214.50
6/1/2041	1,074	1.000%	139.82	1,213.82
9/1/2041	1,077	1.000%	137.13	1,214.13
12/1/2041	1,080	1.000%	134.44	1,214.44
3/1/2042	1,082	1.000%	131.74	1,213.74
6/1/2042	1,085	1.000%	129.04	1,214.04
9/1/2042	1,088	1.000%	126.32	1,214.32
12/1/2042	1,091	1.000%	123.60	1,214.60
3/1/2043	1,093	1.000%	120.88	1,213.88
6/1/2043	1,096	1.000%	118.14	1,214.14
9/1/2043	1,099	1.000%	115.40	1,214.40
12/1/2043	1,101	1.000%	112.66	1,213.66
3/1/2044	1,104	1.000%	109.90	1,213.90
6/1/2044	1,107	1.000%	107.14	1,214.14
9/1/2044	1,110	1.000%	104.38	1,214.38
12/1/2044	1,113	1.000%	101.60	1,214.60
3/1/2045	1,115	1.000%	98.82	1,213.82
6/1/2045	1,118	1.000%	96.03	1,214.03
9/1/2045	1,121	1.000%	93.24	1,214.24
12/1/2045	1,124	1.000%	90.43	1,214.43
3/1/2046	1,127	1.000%	87.62	1,214.62
6/1/2046	1,129	1.000%	84.81	1,213.81
9/1/2046	1,132	1.000%	81.98	1,213.98
12/1/2046	1,135	1.000%	79.15	1,214.15
3/1/2047	1,138	1.000%	76.32	1,214.32
6/1/2047	1,141	1.000%	73.47	1,214.47
9/1/2047	1,144	1.000%	70.62	1,214.62
12/1/2047	1,146	1.000%	67.76	1,213.76
3/1/2048	1,149	1.000%	64.89	1,213.89
6/1/2048	1,152	1.000%	62.02	1,214.02

Bond Debt Service
 Town of Mill Creek
 IF
 \$157,500
 40 Years from Closing Date
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2048	1,155	1.000%	59.14	1,214.14
12/1/2048	1,158	1.000%	56.25	1,214.25
3/1/2049	1,161	1.000%	53.36	1,214.36
6/1/2049	1,164	1.000%	50.46	1,214.46
9/1/2049	1,167	1.000%	47.55	1,214.55
12/1/2049	1,170	1.000%	44.63	1,214.63
3/1/2050	1,172	1.000%	41.70	1,213.70
6/1/2050	1,175	1.000%	38.77	1,213.77
9/1/2050	1,178	1.000%	35.84	1,213.84
12/1/2050	1,181	1.000%	32.89	1,213.89
3/1/2051	1,184	1.000%	29.94	1,213.94
6/1/2051	1,187	1.000%	26.98	1,213.98
9/1/2051	1,190	1.000%	24.01	1,214.01
12/1/2051	1,193	1.000%	21.04	1,214.04
3/1/2052	1,196	1.000%	18.05	1,214.05
6/1/2052	1,199	1.000%	15.06	1,214.06
9/1/2052	1,202	1.000%	12.07	1,214.07
12/1/2052	1,205	1.000%	9.06	1,214.06
3/1/2053	1,208	1.000%	6.05	1,214.05
6/1/2053	1,211	1.000%	3.03	1,214.03
	157,500		33,120.37	190,620.37

(Form of)

ASSIGNMENT

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

Dated: _____, 20__.

In the presence of:



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

Writer's Contact Information

August 23, 2013

Town of Mill Creek
Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

Town of Mill Creek
Mill Creek, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Mill Creek (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its \$157,500 Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2013 A Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated August 23, 2013, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Series 2013 A Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Series 2013 A Bonds are originally issued in the form of one Bond, registered to the Authority, bearing interest at the rate of 1.0% per annum, with principal and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2013 A Bonds.

The Series 2013 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of design of certain extensions, additions, betterments and improvements to the existing public water system of the Issuer (the "Design Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on June 13, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Series 2013 A Bonds are authorized and issued, and the Loan Agreement has been entered into. The Series 2013 A Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority for the Design Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Series 2013 A Bonds, all under the Act and other applicable provisions of law.

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

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

4. The Series 2013 A Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System.

5. The Series 2013 A Bonds are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, and the interest on the Series 2013 A Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Series 2013 A Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from gross income for federal income tax purposes. We express no opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Series 2013 A Bonds.

It is to be understood that the rights of the Holders of the Series 2013 A Bonds and the enforceability of the Series 2013 A Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,



STEPTOE & JOHNSON PLLC



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

Writer's Contact Information

August 23, 2013

Town of Mill Creek
Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

Town of Mill Creek
Mill Creek, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Step toe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to the Town of Mill Creek in Randolph County, West Virginia (the "Issuer"), in connection with the above-captioned bond issue. As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement dated August 23, 2013, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), a Bond Ordinance duly enacted by the Issuer on June 13, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia and is duly authorized to serve customers in Randolph County, the Mayor, Recorder and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

2. The Bond Legislation has been duly adopted and enacted by the Issuer and is in full force and effect.

3. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, and the Council constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.

4. The execution and delivery of the Bonds and the Loan Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or any existing law, regulation, court order or consent decree to which the Issuer is subject.

5. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations required by law for the issuance of the Bonds, the Design Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the West Virginia Bureau for Public Health, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of ordinances prescribing such rates and charges. The time for appeal of such rate ordinances has expired prior to the date hereof without any appeal.

6. To the best of 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 Loan Agreement, the Bond Legislation, the Design Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Gross Revenues therefor.

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

Very truly yours,



STEPTOE & JOHNSON PLLC

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. RESERVED
10. LOAN AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. SIGNATURES AND DELIVERY
15. BOND PROCEEDS
16. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
17. SPECIMEN BOND
18. CONFLICT OF INTEREST
19. PROCUREMENT OF ENGINEERING SERVICES
20. EXECUTION OF COUNTERPARTS

On this 23rd day of August, 2013, we, the undersigned MAYOR and RECORDER of the Town of Mill Creek in Randolph County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify in connection with the Town of Mill Creek Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds" or the "Series 2013 A Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as in the Bond Ordinance of the Issuer duly enacted June 13, 2013, and the Supplemental Resolution duly adopted August 13, 2013 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the Design Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Gross Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the Design Project, the operation of the

System, the pledge or application of moneys and security or the collection of the Gross Revenues.

3. GOVERNMENTAL APPROVALS: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the Design Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect.

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

There are no outstanding obligations of the Issuer which will rank on a parity with the Series 2013 A Bonds as to liens, pledge and source of and security for payment.

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

Bond Ordinance

Supplemental Resolution

Loan Agreement

Infrastructure and Jobs Development Council Approval

Charter and Rules of Procedure

Oaths of Office of Officers and Council Members

Water Rate Ordinance

Minutes on Adoption and Enactment of Water Rate Ordinance

Affidavits of Publication of Rate Ordinance and Notice of Public Hearing

Minutes on Adoption and Enactment of Bond Ordinance and Adoption of Supplemental Resolution, First Draw Resolution and Sweep Resolution

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

Evidence of Insurance

6. **INCUMBENCY AND OFFICIAL NAME:** The proper corporate title of the Issuer is “Town of Mill Creek.” The Issuer is a municipal corporation in Randolph County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its council, consisting of a Mayor, a Recorder and six councilmembers, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Bill Brock, Mayor	July 1, 2011	June 30, 2015
Carolyn Meade, Recorder	July 1, 2011	June 30, 2015
Eddie Currence	July 1, 2011	June 30, 2015
Diane Currence	July 1, 2011	June 30, 2015
Gary Coffman	July 1, 2011	June 30, 2015
Allen Armstrong	July 1, 2011	June 30, 2015
Clyde Croston	July 1, 2011	June 30, 2015
Shelly George	September 13, 2012	June 30, 2015

The duly appointed and acting Counsel to the Issuer is Steptoe & Johnson PLLC, Charleston, West Virginia.

7. **LAND AND RIGHTS-OF-WAY:** All land in fee simple and all rights-of-way and easements necessary for the operation and maintenance of the System have been acquired and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes.

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

9. **RESERVED**

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

is to be used or which it is necessary to disclose therein in order to make the statements and information in the Loan Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

11. INSURANCE. The Issuer will maintain or, as appropriate, will require all contractors to maintain workers' compensation, public liability, property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance, where applicable, in accordance with the Bond Legislation and the Loan Agreement. All insurance for the System required by the Bond Legislation and the Loan Agreement are in full force and effect.

12. VERIFICATION OF SCHEULE: The final Schedule B attached to the Certificate of Consulting Engineer, accurately represents the estimated Costs of the Design Project, the sources of funds available to pay the Costs of the Design Project and the costs of financing of the Bonds.

13. RATES: The Issuer has duly enacted a water rate ordinance on June 15, 2010 setting forth the respective rates and charges for the services of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal, and such rate ordinance is currently in effect.

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

15. BOND PROCEEDS: On the date hereof, the Issuer received \$28,312 from the Authority and the Council, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as the Design Project progresses.

16. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the *Inter-Mountain*, a newspaper published and of general circulation in the Town of Mill Creek, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Governing Body at the public hearing held at a public meeting of the Governing Body on the 13th day of June, 2013, at 7:00 pm, at the Town Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the Recorder of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

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

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

19. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

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

[Remainder of Page Intentionally Blank]

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

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

William B. ... 92

Mayor

Carolyn S. Meade

Recorder

Stephen ... PLC

Counsel to Issuer

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

On this 23rd day of August, 2013, I, David B. Sharp, Registered Professional Engineer, West Virginia License No. 014187, of Potesta & Associates, Inc., Consulting Engineers, in Charleston, West Virginia, hereby certify as follows:

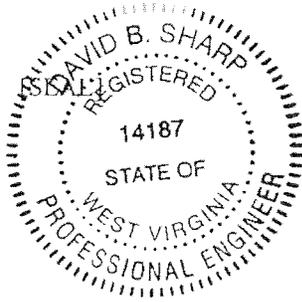
1. My firm is engineer for the design of certain extensions, additions, betterments and improvements (the "Design Project") to the existing public water system (the "System") of the Town of Mill Creek (the "Issuer"), in Randolph County, West Virginia, which Design Project is financed in part by the proceeds of the above-captioned bonds (the "Series 2013 A Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meanings set forth in the Bond Ordinance enacted by the Issuer on June 13, 2013, and the Supplemental Resolution adopted by the Issuer on August 13, 2013, and the loan agreement dated August 23, 2013 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council").

2. The Bonds are being issued for the purposes of (i) paying a portion of the Costs of the Design Project; and (ii) paying costs of issuance and related costs.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the System is adequate for the purpose for which it was designed and has an estimated useful life of at least 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has obtained all applicable permits, if any, required by the laws of the State of West Virginia and the United States necessary for the Design Project and the operation of the System; (iv) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of the Design Project approved by the Council; and (v) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

[Remainder of Page Intentionally Blank]

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



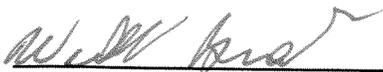
POTESTA & ASSOCIATES, INC.


David B. Sharp, P.E.
West Virginia License No. 014187

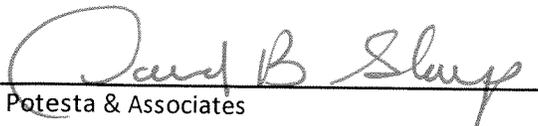
SCHEDULE B
Town of Mill Creek
IJDC 2012 W-1387

A. Cost of Project	Total	IJDC Design Loan (1%; 40 yrs)*	Engineer Deferral
1. Construction	0.00		0.00
2. Technical Services (Potesta)			
Design Services	225,300.00	152,000.00	73,300.00
3. Legal	0.00	0.00	0.00
4. Administration (Region VII)	0.00	0.00	0.00
5. Accounting (bennett & Dobbins)	0.00	0.00	0.00
4. Sites and Other Lands	0.00	0.00	0.00
5. Miscellaneous	0.00	0.00	0.00
6. Contingency	0.00	0.00	0.00
7 Total of Lines 1 through 6	225,300.00	152,000.00	73,300.00
B. Cost of Financing			
8 Capitalized Interest	0.00	0.00	0.00
9 Bond Counsel (S&J)	5,000.00	5,000.00	0.00
10 Registrar Fee	500.00	500.00	0.00
11 Funded Reserve	0.00	0.00	0.00
12 Total Cost of Financing	5,500.00	5,500.00	0.00
13 Total Project Cost (line 7 plus line 12)	230,800.00	157,500.00	73,300.00
C. Sources of Funds			
14 Federal Grants	0.00	0.00	0.00
15 State Grants	0.00	0.00	0.00
16 Other [Engineer Deferral]	73,300.00	0.00	73,300.00
17 Total Grants	73,300.00	0.00	73,300.00
18 Size of Bond Issue Line 13-Line 17)	157,500.00	157,500.00	0.00

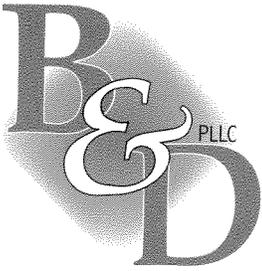
* To be taken out with permanent financing


Town of Mill Creek

8-13-2013
Date


Potesta & Associates

8-16-13
Date



Bennett & Dobbins PLLC

CERTIFIED PUBLIC ACCOUNTANTS

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

GARY K. BENNETT, MBA-CPA
ZACHARY D. DOBBINS, CPA

August 23, 2013

Town of Mill Creek
Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

Town of Mill Creek
Mill Creek, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the water rate ordinance dated June 13, 2013 and the current operation and maintenance expenses and customer usage as furnished to us by the Town of Mill Creek (the "Issuer"), it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of the Issuer, will (i) pay all repair, operation and maintenance expenses of the System, and (ii) leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund) to be issued in the principal amount of \$157,500.

Sincerely,

Bennett & Dobbins PLLC

BENNETT & DOBBINS PLLC

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

On this 23rd day of August, 2013, the undersigned Mayor of the Town of Mill Creek in Randolph County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of \$157,500 Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, dated August 23, 2013 (the "Bonds" or the "Series 2013 A Bonds"), hereby certifies as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Ordinance duly enacted by the Issuer on June 13, 2013, as supplemented by Supplemental Resolution duly enacted by the Issuer on August 23, 2013, (collectively, the "Bond Ordinance"), authorizing the Bonds.
2. This certificate may be relied upon as the certificate of the Issuer.
3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on August 23, 2013, the date on which the Bonds are being physically delivered in exchange for a portion of the principal amount of the Series 2013 A Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.
4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.
5. The Series 2013 A Bonds were sold on August 23, 2013, to the Authority, pursuant to a Loan Agreement dated August 23, 2013, by and among the Issuer, the Authority and the Council, for an aggregate purchase price of \$157,500 (100% of par), at which time, the Issuer received \$28,312 from the Authority and the Council, being the first advance of the principal amount of the Series 2013 A Bonds. No accrued interest has been or will be paid on the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced to the Issuer as the Design Project progresses.

6. The Series 2013 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of design of certain extensions, additions, betterments and improvements to the existing public water of the Issuer (the "Design Project"); and (ii) paying certain costs of issuance of the Bonds and related costs.

7. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Design Project, constituting a substantial binding commitment. The Design Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Design Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2013 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of Costs of the Design Project on or before July 1, 2014. The Design Project is expected to be completed by January 1, 2014.

8. The total Cost of the Design Project is estimated at \$230,800. Sources and uses of funds for the Design Project are as follows:

SOURCES

Proceeds of the Series 2013 A Bonds	\$157,500
Deferral from Engineer	<u>\$73,300</u>
Total Sources	<u>\$230,800</u>

USES

Costs of Design Project	\$225,300
Costs of Issuance	<u>\$5,500</u>
Total Uses	<u>\$230,800</u>

9. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created relative to the Series 2013 A Bonds:

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund;
- (3) Series 2013 A Bonds Project Account;
- (4) Series 2013 A Bonds Sinking Fund; and
- (5) Series 2013 A Bonds Reserve Account.

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

- (1) From the proceeds of the Series 2013 A Bonds, there shall first

be deposited with the Commission in the Series 2013 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2013 A Bonds for the period commencing on the date of issuance of the Series 2013 A Bonds and ending 6 months after the estimated date of completion of the Design Project;

(2) Next, from the proceeds of the Series 2013 A Bonds, there shall be deposited with the Commission in the Series 2013 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2013 A Bonds Reserve Account.

(3) The remaining proceeds of the Series 2013 A Bonds shall be deposited in the Series 2013 A Bonds Project Account as received from time to time and applied solely to payment of Costs of the Design Project, including costs of issuance of the Series 2013 A Bonds and related costs.

11. Moneys held in the Series 2013 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2013 A Bonds and will not be available to meet Costs of the Design Project. All investment earnings on moneys in the Series 2013 A Bonds Sinking Fund and Series 2013 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2013 A Bonds Project Account during the Design Project, and following completion of the Design Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

12. Work with respect to the Design Project will proceed with due diligence to completion. The Design Project is expected to be completed within 4 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2013 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Design Project within 10 months from the date of issuance thereof.

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

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

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

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

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

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

21. The Bonds are not federally guaranteed.

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

23. The Issuer has either (a) funded the Series 2013 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2013 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2013 A Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Moneys in the Series 2013 A Bonds Reserve Account and the Series 2013 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay Costs of the Design Project.

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

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

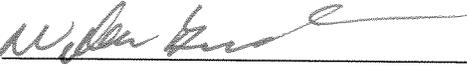
26. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

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

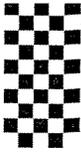
[Remainder of Page Intentionally Blank]

WITNESS my signature as of the date first written above.

TOWN OF MILL CREEK

By: 
Its: Mayor

604750.00002



In the matter of the Incorporation of the Town of Mill-Creek, Randolph County, West Virginia.

On the first day of this term, upon the motion of Melvin Curren and others, this proceeding was docketed and has been continued till this day and after inspections of all the papers touching the matter, the clerk is ordered to issue a certificate of incorporation of the Town of Mill-Creek, as follows:

A certificate under oath of Sam Lloyd, Ch. Clerk and C. W. Kameley, was this day filed showing that a majority of all the qualified voters residing in the following boundary in the District of Huttonville of Randolph County, State of West Virginia, to-wit: Beginning on the west side of the Staunton and Parkersburg turn-pike, at an apple tree west of the Mill-Creek bridge, and running thence N. 2 E. 10 poles to a poplar, crossing Mill-Creek; thence N. 44 E. 7 1/4 poles with Church Lot to a corner of J. P. Russell's land; thence with his line N. 49 W. 6 3/4 poles to the North-west corner of Church Lot; thence N. 62 W. up the north bank of Mill-Creek 20 poles; and N. 35 W. 8 poles to a small sycamore; thence N 77 W 26 poles; thence N. 41 1/2 W. 20 poles; thence N. 63 1/2 W. 20 poles to the mouth of drift hollow; thence S. 83 W. 20 poles; S. 50 W. 19 poles; S. 78 W. 20 poles; S. 87 W. 32 poles to the forks of Mill-Creek; thence up the east branch of said creek S. 4 W. 58 poles to a ford of creek below Curren's Mill; thence up the creek past Curren's Mill S. 30 W. 50 poles to a small apple tree at the mouth of the Tail race; thence leaving the creek S. 24 E. 52 poles to the Chammell road; thence crossing the road S. 54 E. with old mill road 30 poles thence S. 72 E. 14 poles; S. 60 E. 58 poles; S. 68 1/2 E. 32 poles to a small white oak on the Staunton and Parkersburg pike, near Allen's lot; thence S. 67 1/2 E. 78 poles, crossing the pike and West Virginia Central and Pittsburg Railroad to the east line of the right of way thereof; thence with the east line thereof, N. 24 E. 64 poles to a ditch; thence leaving said road with another ditch N. 60 E. 24 1/2 poles to a line of the lands of Hessel, Drungold, and Schull; thence with their line and a ditch S. 46 1/2 E. 34 poles; thence N. 40 E. 102 poles to the back road; thence with the old back road, the following calls to the beginning, S 73 W. 38 poles to Tail Race from Mill of Hessel Drungold and Schull, N. 27 W. 5 poles, N. 34 E. 13 poles, N. 89 W. 14 poles; S. 63 W. 39 poles, N. 37 W. 21 poles; N. 50 W. 12 poles, N. 52 poles to the beginning, containing 310 acres as per survey made March 4th, 1903, by Lewis C. Conard, Surveyor; have been given

372 CIRCUIT COURT, RANDOLPH COUNTY, ...

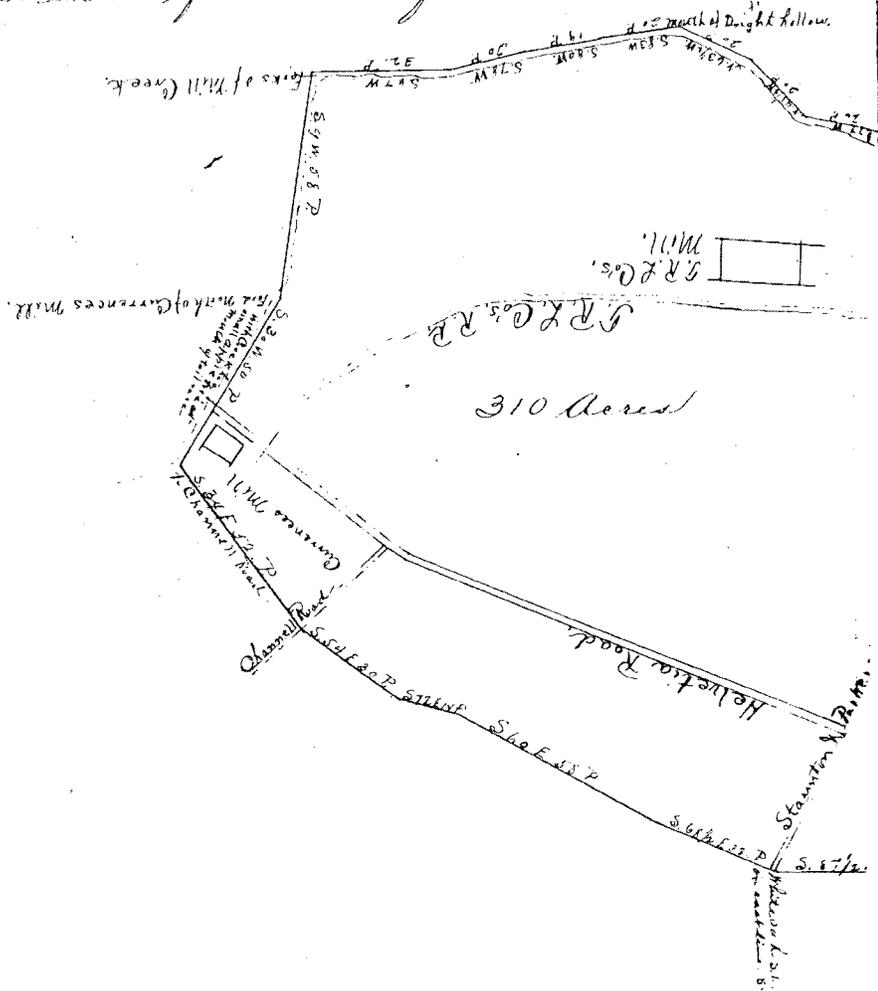
May the 16th, 1903.

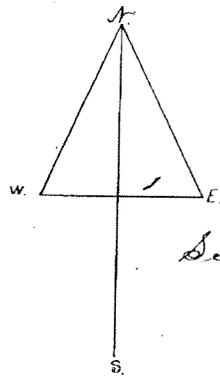
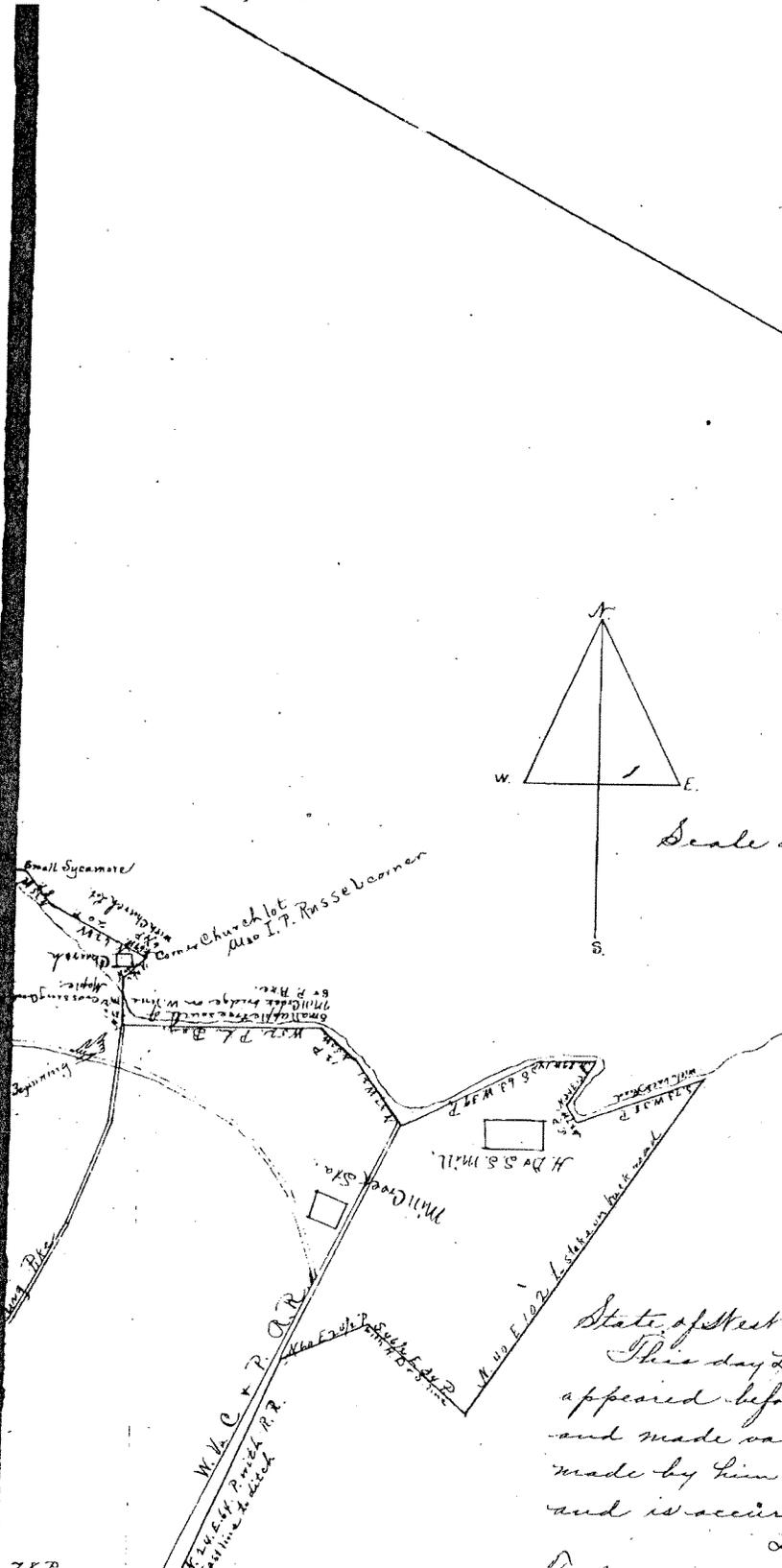
in due form of law in favor of the incorporation of the Town of Mill-Creek in said County of Randolph, bounded as herein set forth, and it appearing to the satisfaction of the Court that all the provisions of Chapter 57 of the Code of West Virginia have been complied with by the applicants for said incorporation the said Town is duly authorized within the corporate limits aforesaid to exercise all the corporate powers conferred by the said Chapter from and after the date of this certificate.

And it is further ordered that Jonathan Currence, Andrew Snyder and Harvey Bragg, who are legal voters in said Town of Mill-Creek, be and they are hereby appointed Commissioners to hold the first election in said Town under this Certificate of the Incorporation.

The Clerk shall spread upon the record at the foot of this order and as part thereof the plat of the territory incorporated, made by Lewis B. Conrad, Surveyor and filed in this proceeding.

Plat and calls of the Town of Mill-Creek. N. Va.





Scale 28 ft. to an inch.

State of West Virginia, Randolph County, to-wit:
 This day Lewis C. Bourd personally
 appeared before the undersigned Notary Public,
 and made oath that the above survey was
 made by him on the 4th day of March, 1903,
 and is accurate to the best of his knowledge.
 Lewis C. Bourd, Surveyor

Taken, sworn to and subscribed before
 me this 6th day of March, 1903.

Curry Bauworth,
 Notary Public for the said
 County of Randolph, State of West Virginia.

7 X P.
 Crossing R.R. to take on east line of R.R.

TOWN OF MILL CREEK

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

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

1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than 3 business days before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

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

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

Adopted this 13th day of August, 2013.



Mayor



Recorder

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

I CAROLYN B. MEADE do solemnly swear that I will support the
Constitution of the United States of America and the Constitution of the State of West
Virginia, and that I will faithfully discharge the duties of the office of Recorder
to the best of my skill and judgment SO HELP ME GOD.

Print name and Address:

CAROLYN B. MEADE
PO Box 167
MILL CREEK WV 26280

(Signature of affiant) Carolyn B. Meade

Subscribed and sworn to before me, in said County and State, this _____
day of June 28, 2011.

William B. Broad

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

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

Print name and Address:

ALLEN ARMSTRONG
Box 61 Mill Creek WVA

(Signature of affiant) Allen Armstrong

Subscribed and sworn to before me, in said County and State, this 14th
day of July, 2011.

William Brad

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

I Gary Coffman do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Council member to the best of my skill and judgment SO HELP ME GOD.

Print name and Address:

Gary Coffman
P.O. Box 435
Mill Creek W.Va.

(Signature of affiant) Gary Coffman

Subscribed and sworn to before me, in said County and State, this 14th day of July, 2011.

William Brock

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

I Diane B Currence do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Council
to the best of my skill and judgment SO HELP ME GOD.

Print name and Address:

Diane B Currence
PO Box 443
Mill Creek WV 26280

(Signature of affiant) Diane B. Currence

Subscribed and sworn to before me, in said County and State, this 14th
day of July, 2011

William B Brown

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

I Eddie Corroon do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Council Member to the best of my skill and judgment SO HELP ME GOD.

Print name and Address:

Eddie Corroon

P.O. Box 241

Mill Creek W.V. 26280

(Signature of affiant) Eddie Corroon

Subscribed and sworn to before me, in said County and State, this 14th day of July, 2011.

William B. Brody

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH
TOWN OF MILL CREEK, TO WIT:

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

Print name and Address:

Clyde N Croston

Box 22 Mill Creek WV 26240

(Signature of affiant) Clyde N Croston

Subscribed and sworn to before me, in said County and State, this 8th
day of September 2011.

Carolyn B. Mende, Recorder

OROW Mill Creek 13A
THE TOWN OF MILL CREEK

AN ORDINANCE ESTABLISHING A SCHEDULE OF JUST AND EQUITABLE RATES, CHARGES, PENALTIES AND RULES AND REGULATIONS FOR THE USE OF AND SERVICES RENDERED BY THE TOWN OF MILL CREEK MUNICIPAL WATER DEPARTMENT. THE PURPOSE AND EFFECT OF THIS ORDINANCE AS HERINAFTER STATED

WHEREAS, the Town of Mill Creek is a municipal corporation and produces and supplies water and water services to residents of the Town of Mill Creek and others for the general , domestic, commercial, industrial and wholesale purposes;

WHEREAS, the Town Council of the Town of Mill Creek has determined that a rate increase for water services provided by the Town of Mill Creek is necessary in order to provide sufficient revenue to meet present operating expenses, construction and maintenance expenses, and debt service coverage as provided by ordinances of this Council; and

WHEREAS, the Town Council of the Town of Mill Creek has determined that the following rates and charges are necessary to provide such revenue.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MILL CREEK, RANDOLPH COUNTY, WEST VIRGINIA, THAT THE FOLLOWING SCHEDULES OF RATES, CHARGES, PENALTIES AND RULES AND REGULATIONS ARE HERBY ADOPTED FOR ALL WATER SERVICE PROVIDED BY THE TOWN OF MILL CREEK MUNICIPAL WATER DEPARTMENT, THE TOWN OF MILL CREEK, RANDOLPH COUNTY, WEST VIRGINIA:

STARTING ON AUGUST 1, 2013 THIS ORDINANCE WILL SUPERSEDE ALL PREVIOUS ORDINANCES FOR SETTING RATES, CHARGES AND PENALTIES FOR THE TOWN OF MILL CREEK MUNICIPAL WATER DEPARTMENT WATER SERVICE. THE TOWN COUNCIL WILL CONSIDER THIS ORDINANCE AND VOTE ON ITS PASSAGE AT ITS REGULARLY SCHEDULED MEETING ON JUNE 13, 2013 AT THE MILL CREEK TOWN HALL AT 6:00 PM INTERESTED PARTIES MAY APPEAR AND BE HEARD.

THE FOREGOING RATE ORDINANCE HAS BEEN INTRODUCED AT A MEETING OF THE TOWN COUNCIL HELD ON MAY 9, 2013. THE FINAL READING AND ADOPTION VOTE WILL BE HELD ON JUNE 13, 2013 AT 6:00 PM.

DATED: MAY 9, 2013

Carolyn S. Mente
RECORDER

W. H. Brown Jr
MAYOR

RECEIVED
13 JUN 17 AM 9:40
VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

THOSE FAVORING ADOPTION AT THE FIRST & SECOND READING:

THOSE OPPOSING ADOPTION AT THE FIRST & SECOND READING

Carlynn S. Mente
RECORDER
W. M. Ken
MAYOR

THOSE FAVORING ADOPTION AT THE THIRD READING

THOSE OPPOSING ADOPTION AT THE THIRD READING

Carlynn S. Mente
RECORDER
W. M. Ken
MAYOR

RECEIVED
13 JUN 17 AM 9:40
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

The Town of Mill Creek Municipal Water Department
Mill Creek, West Virginia
(Water Rates)

RULES AND REGULATIONS

- 1.) **Rules and Regulations for the Government of water Utilities**, adopted by the Public Service Commission of West Virginia, are in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

THE TOWN OF MILL CREEK MUNICIPAL WATER DEPARTMENT
MILL CREEK, WEST VIRGINIA
Tariff

Effective date: Upon groundbreaking of water project.

Applicability

Applicable within the entire territory served.

Availability

Available for general domestic, commercial, industrial and sale for resale water service.

METERED RATES

0 to 3000 gallons per month	\$11.69 per thousand gallons
3001 to 6000 gallons per month	\$10.93 per thousand gallons
6001 to 10000 gallons per month	\$10.05 per thousand gallons
10001 to 20000 gallons per month	\$9.15 per thousand gallons
Over 20000 gallons per month	\$8.67 per thousand gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts based on meter size.

¾-5/8 inch meter	\$35.07	3000 gallons
1 inch meter	\$67.86	6000 gallons
1 ½ inch meter	\$199.66	20000 gallons
2 inch meter	\$329.71	35000 gallons
3 inch meter	\$416.41	45000 gallons
4 inch meter	\$589.81	65000 gallons

Note: Sales for Resale is to be used when one water utility is selling water to another water utility for resale.

All water for Resale to the Town of Huttonsville will be billed in accordance to the approved rate of \$3.45 per 1,000 gallons.

PRIVATE FIRE PROTECTION SERVICE

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

	<u>Monthly</u>	<u>Yearly</u>
1 inch service line with hydrants, sprinklers and Or hose connection...	\$10.74	\$122.04
3 inch service line with hydrants, sprinklers and Or hose connection...	\$23.09	\$277.08
4 inch service line with hydrants, sprinklers and Or hose connection...	\$40.54	\$486.48
6 inch service line with hydrants, sprinklers and Or hose connection...	\$102.75	\$1233.00

These terms are payable monthly in advance

OTHER SERVICES AND CHARGES

Returned check charge

A service charge equal to the actual bank fee assessed to the Town or a minimum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank as a result of nonpayment.

Delayed Payment Penalty

The preceding schedule of charges is net. All accounts not paid in full when due will have added to the net amount shown on the bill a delayed payment penalty of 10%. This is not interest and is to be collected only once for each bill where it is appropriate.

Service Connection (Tap) Fees Payable in Advance

½", 5/8", & ¾" meter	\$600.00
1" meter	\$700.00
Over 1 inch meter	Actual cost based on time & materials.
Road bore or dig	Actual cost.

Reconnection fee

Where service has been disconnected for Nonpayment, violation of rules and regulations By the customer, or at customer's request

\$40.00

Leak Adjustment rate

\$2.10 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed and documented as an eligible leak on the customer's side of the meter. This rate shall be applied to all consumption for one billing cycle only that is above the customer's historical six months average.

Fire hydrant Rental

Fire hydrant rental \$200.00 per year in advance

This fee is applicable to private or commercial properties only. The Town of Mill Creek and The Huttonsville-Mill Creek Volunteer Fire Department fire hydrants will be exempt.

Security Deposit

Not to exceed one twelfth (1/12) of the annual estimated charge for residential service or one sixth (1/6) of the estimated charge for commercial service or \$50.00, whichever is greater.

Other

Open or close water service at customer's request during working hours other than initial service or service termination.	\$30.00
Open or close water service at customer's request not during working hours other than initial service or service termination.	\$50.00
Perform meter accuracy test at customer's request.	\$35.00
Other services at the request of the customer for his benefit, charges will be made for time and materials used with a minimum charge of	\$15.00

TOWN OF MILL CREEK
REGULAR COUNCIL MEETING
May 9, 2013

Meeting was called to order at 6:00 p.m. by Mayor Bill Brock who announced the meeting would be recorded. Meeting was opened with Pledge of Allegiance followed by silent prayer. Attending were: Eddie Currence, Allen Armstrong, "Bud" Croston, Shelly George, Diane Currence, Council Members; Dante Ottolini, Accountant, and Mayor Brock.

Citizens Present: Paula Ottolini
Tom Aman, Representative Steptoe and Johnson

Minutes: Motion to accept minutes of Regular Council Meeting, dated April 11, 2013 as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried. Motion to accept minutes of Special Council Meeting to lay levy, dated April 16, 2013 as presented made by Ms. Currence. Seconded by Mr. Croston. Motion carried.

Mayor Brock stated the current ordinance regarding citizens attending meeting and being required to sign in 15 minutes before meeting with a maximum of 5 minutes needs to be enforced.

Copy of lawsuit filed against the Town by John Haney, dba Haney's 8 Star Restaurant provided to council. This is covered by insurance and attorney will handle.

Engagement letter from Steptoe and Johnson to represent us as bond counsel. They will represent us for both the design loan and project loan. Must have Region 7 council to represent us. Motion to accept Steptoe and Johnson for the design loan and the project loan made by Ms. George. Seconded by Mr. Currence. Motion carried.

Mr. Aman, representing Steptoe and Johnson gave presentation regarding the bond ordinance needed in order for attorneys to begin the design. Copy of Bond Ordinance given to each council member. Points covered:

- Design loan, \$157, 500.00, covers cost of engineering fees for design of project. Must be in place before engineers can complete and submit design to PSC. This is required in order to get approval for financing from IJDC (Infrastructure and Jobs Development Council).
- The design loan is for design only. The permanent financing (project loan) from IJDS will pay off this loan.
- Design loan is payable solely from water revenues. However, water rate increase will not be required for this loan but will be needed for the project loan.
- Ordinance process – required to read ordinance at three consecutive meetings. First reading will be today's date, second reading will be at special meeting to be held May 23, 2013 and final reading will be on June 14, 2013.

- Legal ad for public hearing for third reading, which is a statutory requirement, will be published in the Inter-Mountain. The meeting will be opened for public comment, public meeting will be closed and vote by council members on ordinance vote will be taken.
- Payment will go to the West Virginia Municipal Bond Commission which is a state agency set up to handle these type loan payments. This Commission will pay the loan holder which is the West Virginia Water Development Authority. Payments to loan holder are due quarterly but we will send monthly payments to bond commission. Payments will be made electronically and will not begin for 24 months after closing date.
- When permanent financing is in place the Bond Commission will pay off the design loan and payment for permanent financing will be started and handled in the same manner.
- Permanent loan will be approximately \$3,500,000 with a grant amount of \$751,000.00. This would be a one percent 40 year loan Design loan is also 1 percent, repayable over 40 years with no payment the first two years.

The ordinance is the Town's approval to issue revenue bonds, provide for the repayment of the bonds through water system revenues, and provide for how the monthly payments will be handled in the event permanent financing is not in place at time of closing. The ordinance is the operative document and acts as a contract with the lender and sets out how the financing is to take place and how the loan is to be repaid. There will also be a loan agreement with the lender and these two documents are the main financing documents.

Mr. Amen discussed high points of Bond Ordinance articles which consist of following:

- Article I – Definitions
- Article II – Authorization of the Design Project
- Article III – Town's authorization to issue bonds, terms of bonds, execution of bonds, form of bond, etc.
- Article IV – Reserved
- Article V – Funds and Accounts; Systems Revenues and Application Thereof
- Article VI – Application of bond proceeds
- Article VII – Additional Covenant of the Issuer (required by lender)
- Article VIII – Investment of Funds; Use of Proceeds
- Article IX – Default and Remedies
- Article X – Payment of Bonds
- Article XI – Miscellaneous

After reading of Bond Ordinance, motion to approve Bond Ordinance authorizing the design of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks facilities of the Town of Mill Creek and the financing of the cost thereof, not otherwise provided, through the issuance by the Town of not more than \$157,000 in aggregate principal amount of waterworks design

revenue bonds, series 2013 A (West Virginia Infrastructure Fund), providing for the rights and remedies of and security of the registered owners of such bonds: authorizing execution and delivery of all documents relating to the issuance of such bonds; approving, ratifying and confirming a loan agreement relating to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto on the first reading made by Ms. George. Seconded by Mr. Currence. Voice Vote:

Mr. Croston – yes	Ms. Currence – yes	Mr. Brock – yes
Mr. Currence – yes	Ms. George – yes	Ms. Meade – yes
Mr. Armstrong – yes		

Motion to approve Robert R. Rodecker as PSC attorney made by Mr. Armstrong. Seconded by Ms. George. Motion carried. Retainer fee of \$2,500 will be recouped. Motion carried.

Water rate must be brought up in order for the loans to be approved. Minimum bill will go from \$24.75 to \$35.07 for 3,000 gallons. Rates will increase when the project begins. PSC will not approve project until rate increase is in place. Right-of-ways traditionally delays start of project. Ordinance establishing a schedule of just and equitable rates, charges, penalties and rules and regulations for the use of and services rendered by the Town of Mill Creek municipal water department read by Ms. Meade.

Motion to accept first reading of Ordinance for increase in water rates made by Mr. Currence. Seconded by Mr. Croston. Motion carried.

Motion to accept second reading of Ordinance for increase in water rates made by Ms. George. Seconded by Mr. Armstrong. Motion carried.

Letter will be sent to water customers next week explaining the project and was read to council members.

FINANCIAL STATEMENT:

Donations will be made to fire department (\$1,000), library (\$1,000) and Tyrand (\$500). Money in general fund will be used during the next three months as we get very little income during those months. New money will be received in September.

Prices for kitchen equipment received from one vendor. Need to have three different quotes in order to be submitted for grant. Extension will be granted if we cannot find additional vendors. Will check to see if order can be split between vendors.

Quotes for health insurance for employees – PEIA has been called twice with no call back. Allegheny Insurance provided uniform application for employees to complete in order to get quotes. To date have received completed applications from all employees except Tim Morgan, Water Plant Operator. New rates with Blue Cross/Blue Shield will

go into effect June 1, 2013 and we will be locked into those rates for the next year if we stay with that company.

Water department made \$3,500 this month. No leaks were fixed which accounts for this. Sanitation made \$242 profit.

Motion to accept financial report as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

Water Report:

Two water adjustments: Bumper Armstrong adjusted to \$107.42
George Scott II adjusted to \$59.09

Motion to approve water adjustments made by Ms. George. Seconded by Mr. Croston. Motion carried.

Design Team: will consist of council members, Rocky Wamsley, John Proudfoot and Tim Morgan. This group will be required to work with engineer to determine placement of water lines, etc.

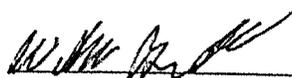
OLD BUSINESS: Water Board discuss will be tabled for next meeting.

NEW BUSINESS:

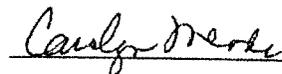
Sanitation – No report.
Cemetery – No report.
Coal Severance – No report.
Community Revitalization – No report.

GENERAL:

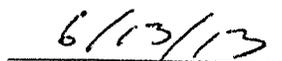
1. Motion to pay all outstanding bills in all accounts made by Ms. George. Seconded by Mr. Armstrong. Motion carried.
2. Next regular meeting will be June 13, 2013.
3. Special meeting for bond ordinance will be May 23, 2013.
4. Motion to adjourn made by Ms. George. Seconded by Mr. Armstrong. Meeting Adjourned at 7:25 p.m.



Mayor



Recorder



Date

TOWN OF MILL CREEK
REGULAR COUNCIL MEETING
June 13, 2013

Meeting was called to order at 6:05 p.m. by Mayor Bill Brock who announced the meeting would be recorded. Meeting was opened with Pledge of Allegiance followed by silent prayer. Attending were: Eddie Currence, Allen Armstrong, "Bud" Croston, Shelly George, Diane Currence, Council Members; Carolyn Meade, Recorder and Mayor Brock.

Citizens Present: Tom Aman, Representative Steptoe and Johnson

Minutes: Motion to accept minutes of Regular Council Meeting, dated May 9, 2013, as presented, made by Ms. Currence. Seconded by Ms. George. Motion carried. Motion to accept minutes of Special Council Meeting, dated May 23, 2013, as presented, made by Ms. Currence. Seconded by Mr. Croston. Motion carried.

Mayor Brock explained purpose of meeting was for public hearing relating to bond ordinance and water rate increase.

Public hearing opened for final reading of Bond Ordinance. Motion to accept final reading of bond ordinance authorizing design of acquisition and construction of certain extensions, additions, betterments and improvement to the existing public waterworks facilities of the Town of Mill Creek and the financing of the cost thereof, not otherwise provided, through the issuance by the Town of not more than \$157,500 in aggregate principal amount of waterworks design revenue bonds, series 2013 A (West Virginia Infrastructure Fund), providing for the rights and remedies of and security of the registered owners of such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto on the second reading made by Ms. George. Seconded by Mr. Armstrong. Voice vote:

Mr. Croston – yes	Ms. Currence – yes	
Mr. Currence – yes	Ms. George – yes	
Mr. Armstrong – yes	Mayor Brock – yes	Ms. Meade – yes

Motion carried.

Third reading of Ordinance Establishing a Schedule of Just and Equitable Rates, Charges, Penalties and Rules and Regulations for the Use of and Services Rendered by the Town Of Mill Creek Municipal Water Department by Ms. Meade. Motion to accept third reading made by Ms. George. Seconded by Mr. Currence. Voice vote:

Mr. Croston – yes	Mr. Currence – yes	
Mr. Currence – yes	Ms. George – yes	
Mr. Armstrong – yes	Mayor Brock – yes	Ms. Meade – yes

Motion carried. Public hearing closed.

FINANCIAL STATEMENT:

General ledger added to financial report as requested by Mr. Currence. Motion to accept financial report as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

Information regarding order for community building kitchen equipment tabled to next meeting.

Water Report:

Water loss 56 percent.

Water adjustment of \$37.30 for Melissa Pritt due to a leak. Motion to accept made by Mr. Currence. Seconded by Mr. Croston. Motion carried.

Bobby Johnson, part-time water plant operator, requested reimbursement of \$45.61 for expenses relating to class attended. Motion to approve request made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

OLD BUSINESS: None

NEW BUSINESS:

Mr. Currence requested issue of repair of streets which was tabled from a previous meeting be discussed. Discussion followed. Another issue was mentioned as a higher priority, i.e., Cahill property, by other council members. No decision made at this time.

Sanitation – No report.

Cemetery – No report.

Coal Severance – No report.

Community Revitalization – No report.

GENERAL:

1. Motion to pay all outstanding bills in all accounts made by Ms. Currence. Seconded by Mr. Currence. Motion carried.
2. Next regular meeting will be July 11, 2013.
3. Meeting to canvass votes will be June 17, 2013 at 6:00 p.m.

- 4. Motion to adjourn made by Ms. George. Seconded by Mr. Armstrong. Meeting Adjourned at 6:50 p.m.

W. D. Brock Mayor

Carlton B. Meek Recorder

7/11/13 Date

West Virginia, County of Randolph, ss.

rest

I, Heather Henline, General Manager of THE INTER-MOUNTAIN, a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

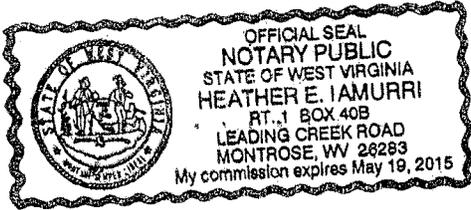
6/17 6/24

20 13 as required by law.

Given under my hand this 3rd day of July, 20, 13

Heather Henline

General Manager



Printer's Fee: \$ 171.99

Subscribed and sworn to before me this 3rd day of July, 20, 13

Heather Henline

Notary Public

My Commission Expires the 19th day of May, 20, 15

Tariff Form No. 12
(Tariff Rule 44)

PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

Tariff Form No. 12
(Tariff Rule 44)

PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE IS hereby given that The Town of Mill Creek has adopted by ordinance on June 13, 2013 a tariff containing increased rates, tolls and charges for furnishing water service to four hundred and three (403) customers of The Mill Creek Municipal Water Department in the County of Randolph.

The proposed increased rates and charges will become effective upon ground breaking of water system replacement project unless otherwise ordered by the Public Service Commission and will produce approximately \$54,700.00 annually of additional revenue, an increase of 28.74%. The average monthly bill for the various classes of customers will be changed as follows:

	WATER RATE	(\$) INCREASE	(%) INCREASE
Residential	10.27	\$	28.74%
Commercial	10.27	\$	28.74%
Industrial	10.27	\$	28.74%
Government	10.27	\$	28.74%
R resale	0	\$	0%

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

- (1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
- (2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination;
- (3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information required concerning it, is available to all customers, prospective customers, or their agents at any of the following offices of the utility.

Mill Creek Town Hall - during normal business hours, from 9 am until 4 pm, Monday through Friday.

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

RECEIVED

13 JUL 17 AM 9:11

W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

6/17, 24

page

Classified/Legal Advertising Invoice

The Inter-Mountain Legals

PO Box 1339

Elkins, WV

26241

(304) 636-2121

TOWN OF MILL CREEK
PO BOX 128

State of West Virginia, County of Randolph, ss.

I, Heather Henline, General Manager of THE INTER-MOUNTAIN, a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

6/4

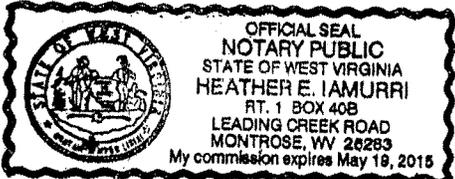
20 13 as required by law.

Given under my hand this 11th day of June, 20, 13

Heather Henline

General Manager

Printer's Fee: \$ 26.95



Subscribed and sworn to before me this 11th day of June, 20, 13

Heather Lamurri

Notary Public

My Commission Expires the 15th day of May, 20, 15

NOTICE
TOWN OF MILL CREEK
Notice is hereby given that the Town of Mill Creek, a municipal corporation, will hold a hearing before the final vote on a proposed ordinance: the principal object of which is: the increase of water rates for customers of the water system operated by the Town of Mill Creek.
The title of such ordinance is: "An Ordinance establishing a schedule of just and equitable rates, charges, penalties and rules and regulations for the use of and services rendered by the Town of Mill Creek Municipal Water Department." The final vote on adoption of said proposed ordinance shall be held in the Town of Mill Creek Town Hall, Mill Creek, West Virginia on June 13, 2013 at six o'clock (6:00) pm unless otherwise notified in respect to the passage of the proposed ordinance. Copies of the proposed ordinance are available at the Mill Creek Town Hall and will also be posted at the Mill Creek Town Hall.
6/4

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF RULES OF
PROCEDURE, SUPPLEMENTAL RESOLUTION, DRAW
RESOLUTION AND SWEEP RESOLUTION

The undersigned Recorder of the Town of Mill Creek (the "Town") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Council of the Town.

* * *

* * *

* * *

The Council of the Town met in regular session, pursuant to notice duly given, on the 13th day of August, 2013 in Mill Creek, West Virginia, at the hour of 6:00 p.m.

PRESENT: Bill Brock, Mayor
Shelly George
Diane Currence
Allen Armstrong
Bud Croston
Eddie Currence
Carolyn Meade

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor presented proposed Rules of Procedure for adoption. Thereupon, on motion duly made by Shelly George and seconded by Diane Currence, it was unanimously ordered that the said Rules of Procedure be adopted.

Next, the Mayor presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MILL CREEK; RATIFYING

AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A BOND ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion.

Thereupon, on motion duly made by Diane Currence and was seconded by Bud Croston, it was unanimously ordered that the above-entitled Supplemental Resolution be adopted.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Diane Currence and seconded by Eddie Currence, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Diane Currence and was seconded by Allen Armstrong, it was unanimously ordered that the said Sweep Resolution be adopted.

* * *

* * *

* * *

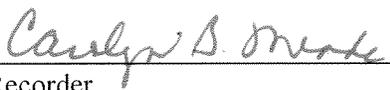
There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Town of Mill Creek and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 23rd day of August, 2013.



Recorder

TOWN OF MILL CREEK
REGULAR COUNCIL MEETING
May 9, 2013

Meeting was called to order at 6:00 p.m. by Mayor Bill Brock who announced the meeting would be recorded. Meeting was opened with Pledge of Allegiance followed by silent prayer. Attending were: Eddie Currence, Allen Armstrong, "Bud" Croston, Shelly George, Diane Currence, Council Members; Dante Ottolini, Accountant, and Mayor Brock.

Citizens Present: Paula Ottolini
Tom Aman, Representative Steptoe and Johnson

Minutes: Motion to accept minutes of Regular Council Meeting, dated April 11, 2013 as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried. Motion to accept minutes of Special Council Meeting to lay levy, dated April 16, 2013 as presented made by Ms. Currence. Seconded by Mr. Croston. Motion carried.

Mayor Brock stated the current ordinance regarding citizens attending meeting and being required to sign in 15 minutes before meeting with a maximum of 5 minutes needs to be enforced.

Copy of lawsuit filed against the Town by John Haney, dba Haney's 8 Star Restaurant provided to council. This is covered by insurance and attorney will handle.

Engagement letter from Steptoe and Johnson to represent us as bond counsel. They will represent us for both the design loan and project loan. Must have Region 7 council to represent us. Motion to accept Steptoe and Johnson for the design loan and the project loan made by Ms. George. Seconded by Mr. Currence. Motion carried.

Mr. Aman, representing Steptoe and Johnson gave presentation regarding the bond ordinance needed in order for attorneys to begin the design. Copy of Bond Ordinance given to each council member. Points covered:

- Design loan, \$157, 500.00, covers cost of engineering fees for design of project. Must be in place before engineers can complete and submit design to PSC. This is required in order to get approval for financing from IJDC (Infrastructure and Jobs Development Council).
- The design loan is for design only. The permanent financing (project loan) from IJDS will pay off this loan.
- Design loan is payable solely from water revenues. However, water rate increase will not be required for this loan but will be needed for the project loan.
- Ordinance process – required to read ordinance at three consecutive meetings. First reading will be today's date, second reading will be at special meeting to be held May 23, 2013 and final reading will be on June 14, 2013.

- Legal ad for public hearing for third reading, which is a statutory requirement, will be published in the Inter-Mountain. The meeting will be opened for public comment, public meeting will be closed and vote by council members on ordinance vote will be taken.
- Payment will go to the West Virginia Municipal Bond Commission which is a state agency set up to handle these type loan payments. This Commission will pay the loan holder which is the West Virginia Water Development Authority. Payments to loan holder are due quarterly but we will send monthly payments to bond commission. Payments will be made electronically and will not begin for 24 months after closing date.
- When permanent financing is in place the Bond Commission will pay off the design loan and payment for permanent financing will be started and handled in the same manner.
- Permanent loan will be approximately \$3,500,000 with a grant amount of \$751,000.00. This would be a one percent 40 year loan Design loan is also 1 percent, repayable over 40 years with no payment the first two years.

The ordinance is the Town's approval to issue revenue bonds, provide for the repayment of the bonds through water system revenues, and provide for how the monthly payments will be handled in the event permanent financing is not in place at time of closing. The ordinance is the operative document and acts as a contract with the lender and sets out how the financing is to take place and how the loan is to be repaid. There will also be a loan agreement with the lender and these two documents are the main financing documents.

Mr. Amen discussed high points of Bond Ordinance articles which consist of following:

- Article I – Definitions
- Article II – Authorization of the Design Project
- Article III – Town's authorization to issue bonds, terms of bonds, execution of bonds, form of bond, etc.
- Article IV – Reserved
- Article V – Funds and Accounts; Systems Revenues and Application Thereof
- Article VI – Application of bond proceeds
- Article VII – Additional Covenant of the Issuer (required by lender)
- Article VIII – Investment of Funds; Use of Proceeds
- Article IX – Default and Remedies
- Article X – Payment of Bonds
- Article XI – Miscellaneous

After reading of Bond Ordinance, motion to approve Bond Ordinance authorizing the design of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks facilities of the Town of Mill Creek and the financing of the cost thereof, not otherwise provided, through the issuance by the Town of not more than \$157,000 in aggregate principal amount of waterworks design ✓

revenue bonds, series 2013 A (West Virginia Infrastructure Fund), providing for the rights and remedies of and security of the registered owners of such bonds; authorizing execution and delivery of all documents relating to the issuance of such bonds; approving, ratifying and confirming a loan agreement relating to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto on the first reading made by Ms. George. Seconded by Mr. Currence. Voice Vote:

Mr. Croston – yes	Ms. Currence – yes	Mr. Brock – yes
Mr. Currence – yes	Ms. George – yes	Ms. Meade – yes
Mr. Armstrong – yes		

Motion to approve Robert R. Rodecker as PSC attorney made by Mr. Armstrong. Seconded by Ms. George. Motion carried. Retainer fee of \$2,500 will be recouped. Motion carried.

Water rate must be brought up in order for the loans to be approved. Minimum bill will go from \$24.75 to \$35.07 for 3,000 gallons. Rates will increase when the project begins. PSC will not approve project until rate increase is in place. Right-of-ways traditionally delays start of project. Ordinance establishing a schedule of just and equitable rates, charges, penalties and rules and regulations for the use of and services rendered by the Town of Mill Creek municipal water department read by Ms. Meade.

Motion to accept first reading of Ordinance for increase in water rates made by Mr. Currence. Seconded by Mr. Croston. Motion carried.

Motion to accept second reading of Ordinance for increase in water rates made by Ms. George. Seconded by Mr. Armstrong. Motion carried.

Letter will be sent to water customers next week explaining the project and was read to council members.

FINANCIAL STATEMENT:

Donations will be made to fire department (\$1,000), library (\$1,000) and Tyrand (\$500). Money in general fund will be used during the next three months as we get very little income during those months. New money will be received in September.

Prices for kitchen equipment received from one vendor. Need to have three different quotes in order to be submitted for grant. Extension will be granted if we cannot find additional vendors. Will check to see if order can be split between vendors.

Quotes for health insurance for employees – PEIA has been called twice with no call back. Allegheny Insurance provided uniform application for employees to complete in order to get quotes. To date have received completed applications from all employees except Tim Morgan, Water Plant Operator. New rates with Blue Cross/Blue Shield will

go into effect June 1, 2013 and we will be locked into those rates for the next year if we stay with that company.

Water department made \$3,500 this month. No leaks were fixed which accounts for this. Sanitation made \$242 profit.

Motion to accept financial report as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

Water Report:

Two water adjustments: Bumper Armstrong adjusted to \$107.42
George Scott II adjusted to \$59.09

Motion to approve water adjustments made by Ms. George. Seconded by Mr. Croston. Motion carried.

Design Team: will consist of council members, Rocky Wamsley, John Proudfoot and Tim Morgan. This group will be required to work with engineer to determine placement of water lines, etc.

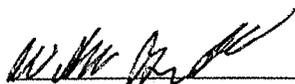
OLD BUSINESS: Water Board discuss will be tabled for next meeting.

NEW BUSINESS:

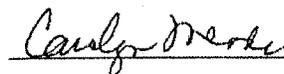
- Sanitation – No report.
- Cemetery – No report.
- Coal Severance – No report.
- Community Revitalization – No report.

GENERAL:

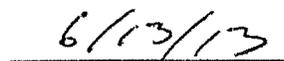
1. Motion to pay all outstanding bills in all accounts made by Ms. George. Seconded by Mr. Armstrong. Motion carried.
2. Next regular meeting will be June 13, 2013.
3. Special meeting for bond ordinance will be May 23, 2013.
4. Motion to adjourn made by Ms. George. Seconded by Mr. Armstrong. Meeting Adjourned at 7:25 p.m.



Mayor



Recorder



Date

TOWN OF MILL CREEK
REGULAR COUNCIL MEETING
June 13, 2013

Meeting was called to order at 6:05 p.m. by Mayor Bill Brock who announced the meeting would be recorded. Meeting was opened with Pledge of Allegiance followed by silent prayer. Attending were: Eddie Currence, Allen Armstrong, "Bud" Croston, Shelly George, Diane Currence, Council Members; Carolyn Meade, Recorder and Mayor Brock.

Citizens Present: Tom Aman, Representative Steptoe and Johnson

Minutes: Motion to accept minutes of Regular Council Meeting, dated May 9, 2013, as presented, made by Ms. Currence. Seconded by Ms. George. Motion carried. Motion to accept minutes of Special Council Meeting, dated May 23, 2013, as presented, made by Ms. Currence. Seconded by Mr. Croston. Motion carried.

Mayor Brock explained purpose of meeting was for public hearing relating to bond ordinance and water rate increase.

Public hearing opened for final reading of Bond Ordinance. Motion to accept final reading of bond ordinance authorizing design of acquisition and construction of certain extensions, additions, betterments and improvement to the existing public waterworks facilities of the Town of Mill Creek and the financing of the cost thereof, not otherwise provided, through the issuance by the Town of not more than \$157,500 in aggregate principal amount of waterworks design revenue bonds, series 2013 A (West Virginia Infrastructure Fund), providing for the rights and remedies of and security of the registered owners of such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto on the second reading made by Ms. George. Seconded by Mr. Armstrong. Voice vote:

Mr. Croston – yes	Ms. Currence – yes	
Mr. Currence – yes	Ms. George – yes	
Mr. Armstrong – yes	Mayor Brock – yes	Ms. Meade – yes

Motion carried.

Third reading of Ordinance Establishing a Schedule of Just and Equitable Rates, Charges, Penalties and Rules and Regulations for the Use of and Services Rendered by the Town Of Mill Creek Municipal Water Department by Ms. Meade. Motion to accept third reading made by Ms. George. Seconded by Mr. Currence. Voice vote:

Mr. Croston – yes	Mr. Currence – yes	
Mr. Currence – yes	Ms. George – yes	
Mr. Armstrong – yes	Mayor Brock – yes	Ms. Meade – yes

Motion carried. Public hearing closed.

FINANCIAL STATEMENT:

General ledger added to financial report as requested by Mr. Currence. Motion to accept financial report as presented made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

Information regarding order for community building kitchen equipment tabled to next meeting.

Water Report:

Water loss 56 percent.

Water adjustment of \$37.30 for Melissa Pritt due to a leak. Motion to accept made by Mr. Currence. Seconded by Mr. Croston. Motion carried.

Bobby Johnson, part-time water plant operator, requested reimbursement of \$45.61 for expenses relating to class attended. Motion to approve request made by Ms. Currence. Seconded by Mr. Armstrong. Motion carried.

OLD BUSINESS: None

NEW BUSINESS:

Mr. Currence requested issue of repair of streets which was tabled from a previous meeting be discussed. Discussion followed. Another issue was mentioned as a higher priority, i.e., Cahill property, by other council members. No decision made at this time.

Sanitation – No report.

Cemetery – No report.

Coal Severance – No report.

Community Revitalization – No report.

GENERAL:

1. Motion to pay all outstanding bills in all accounts made by Ms. Currence. Seconded by Mr. Currence. Motion carried.
2. Next regular meeting will be July 11, 2013.
3. Meeting to canvass votes will be June 17, 2013 at 6:00 p.m.

- 4. Motion to adjourn made by Ms. George. Seconded by Mr. Armstrong. Meeting Adjourned at 6:50 p.m.

W. D. Brock Mayor

Carolyn B. Meade Recorder

7/11/13 Date

TOWN OF MILL CREEK
SPECIAL COUNCIL MEETING
May 23, 2013

Meeting was called to order at 6:00 p.m. by Mayor Bill Brock who announced the meeting would be recorded. Meeting was opened with Pledge of Allegiance followed by silent prayer. Attending were: Eddie Currence, Allen Armstrong, "Bud" Croston, Shelly George, Diane Currence, Council Members; Carolyn Meade, Recorder and Mayor Brock.

Citizens Present: None

After reading of Bond Ordinance, motion to approve Bond Ordinance, authorizing design of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks facilities of the Town of Mill Creek and the financing of the cost thereof, not otherwise provided, through the issuance by the Town of not more than \$157,000 in aggregate principal amount of waterworks design revenue bonds, series 2013 A (West Virginia Infrastructure Fund), providing for the rights and remedies of and security of the registered owners of such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto on the second reading made by Ms. George. Seconded by Mr. Armstrong. Voice Vote:

Mr. Croston – yes	Ms. Currence - yes	
Mr. Currence – yes	Ms. George - yes	
Mr. Armstrong – yes	Mr. Brock – yes	Ms. Meade – yes

Motion carried.

Next regular council meeting will be June 13, 2013 beginning at 6:00 p.m. Third and final reading of bond ordinance will be read and public hearing will be held.

Motion to adjourn meeting made by Mr. Armstrong. Seconded by Mr. Croston. Motion carried. Meeting adjourned at 6:10 p.m.



Mayor



Recorder

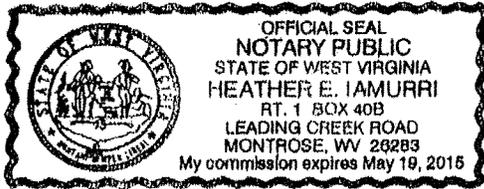
Date

State of West Virginia, County of Randolph, ss.

I, Heather Henline, General Manager of THE INTER-MOUNTAIN a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

5/23 6/6
20 13 as required by law.

Given under my hand this 11th day of June, 20, 13
Heather Henline
General Manager



Printer's Fee: \$ 134.95

Subscribed and sworn to before me this 11th day of June, 20, 13
Heather E. Iamurri
Notary Public

My Commission Expires the 19th day of May, 20, 15

NOTICE OF PUBLIC HEARING ON THE TOWN OF MILL CREEK BOND ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of the Town of Mill Creek (the "Town") to be held on **Thursday, June 13, 2013, at 7:00 p.m.** at Town Hall, Mill Creek, West Virginia, and at such hearing any person interested may appear before the Council and present protests and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE DESIGN OF ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF MILL CREEK AND THE FINANCING OF THE COST THEREOF NOT OTHERWISE PROVIDED THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$1,750,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 (A WEST VIRGINIA INFRASTRUCTURE FUND) PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS APPROVING RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above entitled Ordinance was approved by the Council on May 28, 2013.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used (i) to pay a portion of the costs of design and other pre-construction activities related to the acquisition and construction of certain extensions, additions, betterments and improvements to the public waterworks system of the Town (the "Design Project") and (ii) to pay certain costs of issuance, net of related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the system of the Town. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above entitled Ordinance is on file with the Council at the office of the Town Clerk for review by interested parties during regular office hours.

Following the public hearing, the Council intends to enact the Ordinance upon final reading.

Dated: May 28, 2013.

William Brock
Mayor
5/23/6/6

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Mountain Valley Bank, Mill Creek, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the Town of Mill Creek (the "Issuer") enacted by the Issuer on June 13, 2013, and a Supplemental Resolution adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 23, 2013, in the aggregate principal amount of \$157,500 (the "Series 2013 A Bonds"), and agrees to serve as Depository Bank in connection with the Series 2013 A Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 23rd day of August, 2013.

MOUNTAIN VALLEY BANK

By: Shannon J. Titchnell
Its: Authorized Officer

TOWN OF MILL CREEK

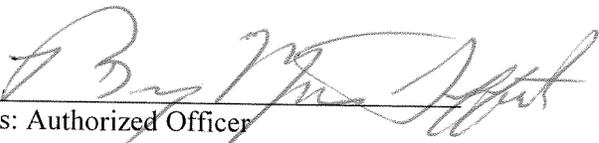
Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Town of Mill Creek Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 23, 2013, in the principal amount of \$157,500 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 23rd day of August, 2013.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

TOWN OF MILL CREEK

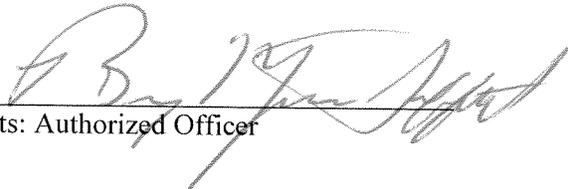
Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned bond issue of the Town of Mill Creek (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Town of Mill Creek Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, dated August 23, 2013, in the principal amount of \$157,500, numbered AR-1, was registered as to principal and interest in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 23rd day of August, 2013.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 23rd day of August, 2013, by and between the TOWN OF MILL CREEK, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$157,500 principal amount of Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated the date hereof, in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted June 13, 2013, and a Supplemental Resolution of the Issuer duly adopted August 13, 2013 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Town of Mill Creek
Post Office Box 128
Mill Creek, West Virginia 26280
Attention: Mayor

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate, register and deliver the Bonds in accordance with the Bond Legislation.

9. This document may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute but one and the same document.

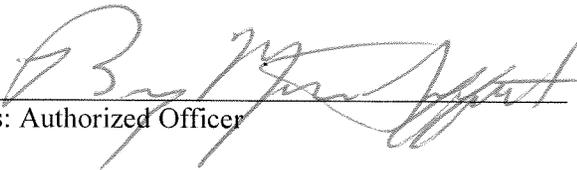
[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the date first written above.

TOWN OF MILL CREEK

By: 
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

604750.00002

EXHIBIT A

Included in transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)



STATEMENT OF REGISTRAR'S FEES
Invoice Date August 23, 2013

Town of Mill Creek
Account Number 6089001809

Town of Mill Creek
Waterworks Design Revenue Bonds, Series 2013 A
c/o Katy Mallory
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

FEE CALCULATION FOR August, 2013

TOTAL AMOUNT	\$ 500.00
TOTAL DUE	<u>\$ 500.00</u>

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allegheny Insurance
104 Third Street
P O Box 1426
Elkins WV 26241

CONTACT NAME: Karly Kramer
PHONE (A/C No. Ext.): (800) 628-7794 **FAX (A/C No.):** (304) 636-2043
E-MAIL ADDRESS: kkramer@alleghenyinsurance.com

INSURED
Town of Mill Creek
P O Box 128
Mill Creek WV 26280

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	National Union Fire Ins Co	
INSURER B	BrickStreet Mutual Ins Co	12372
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER** Master 2013 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			L0609	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ NONE PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS			L0609	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1006313	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Karly Kramer/KEK *Karly E. Kramer*



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

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team
From: John C. Stump, Esquire
Date: August 23, 2013
Re: Town of Mill Creek, Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund)

1. DISBURSEMENTS TO TOWN OF MILL CREEK

Payor: West Virginia Infrastructure and Jobs Development Council
Source: Series 2013 A Bonds Proceeds
Amount: \$28,312
Form: Wire
Payee: Town of Mill Creek, High Street, Mill Creek, West Virginia 26280
ABA No: 051501671
Account No: 1028685
Bank: Mountain Valley Bank
Contact: Crystal Cutright, 304.335.222
Account: Series 2013 A Bonds Project Account

604750.00002

**TOWN OF MILL CREEK
2012W-1387**

**RESOLUTION OF THE TOWN OF MILL CREEK APPROVING INVOICES RELATING TO
SERVICES FOR THE DESIGN OF THE WATER SYSTEM IMPROVEMENT PROJECT AND
AUTHORIZING PAYMENT THEREOF,**

WHEREAS, the Town of Mill Creek has reviewed the invoices attached in relation to the Project funded by the West Virginia Infrastructure & Jobs Development Council ("IJDC") find as follows:

- a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the Town of Mill Creek by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC	Deferral
Steptoe & Johnson	5,000.00	5,000.00	0.00
Huntington Bank	500.00	500.00	0.00
Potesta	33,795.00	22,812.00	10,983.00
Total	39,295.00	28,312.00	10,983.00

ADOPTED BY the Town of Mill Creek on the 13th day of August, 2013

By: 
Its: Mayor

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

Date 8/22/13 Time 1:30 pm LGA Town of Mill Creek Program FDIC

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-1206 <i>ext 105</i>	304-414-0865	smiller@wvwda.org
Mark Imbrogno	JK	304-340-1206	304-340-1272	markimbrogno@jacksonbally.com
Shameless	JK	304 340 1318	"	sgae@jacksonbally.com
Robb Swanson	S&J	(304)353-8148	(704)353-8181	todd.swanson@stepstone-plnsun.com

The Authority requests that they 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 Dante Ottoboni Telephone 304-335-4795 E-Mail _____
 Address P.O. Box 128, Mill Creek, WV 26280

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.

SWEEP RESOLUTION

WHEREAS, the Town of Mill Creek (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, PURSUANT TO Chapter 13, Article 3, Section 5a, the MBC has established fees for its services (the "MBC Fee");

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.
- 2) The Mayor and the Recorder are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.
- 3) This resolution shall be effective immediately upon adoption.

Adopted this 13th day of August, 2013.



Mayor



Recorder