MOUNTAIN TOP PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

DATE OF CLOSING: APRIL 16, 2009

BONDS TRANSCRIPT

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MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

BOND TRANSCRIPT

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MOUNTAIN TOP PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

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MOUNTAIN TOP PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $2,673,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (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 RESOLVED BY THE PUBLIC SERVICE BOARD OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. Mountain Top Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Grant County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public waterworks system of the Issuer, consisting of extension of its existing distribution system to provide water service to fifty-four new customers along Arnold

Mine Road, Bismark Road and Cherry Ridge Road, in the Mount Storm area of Grant County, together with all appurtenant facilities (the existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer and at the costs estimated in Section 2.01 hereof.

C. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) in the total aggregate principal amount of $2,673,000 (the "Series 2009 B Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2009 B Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2009 B Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 B Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

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

E. It is in the best interests of the Issuer that its Series 2009 B Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

F. The Issuer has the following outstanding obligations which will rank on a parity with the Series 2009 B Bonds as to liens, pledge and source of and security for payment, being the Issuer's: (1) Water Refunding Revenue Bonds, Series 2009 A (Branch Banking & Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000; and (2) Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (collectively, the "Prior Bonds").

The Series 2009 B Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2009 B Bonds, the Issuer will obtain (i) a certificate of an Independent

Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Series 1989 Bonds to the issuance of the Series 2009 B Bonds on a parity with the Prior Bonds. The Series 2009 A Bonds do not require written consent. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolution.

G. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2009 B Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

H. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2009 B Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2009 B Bonds or such final order will not be subject to appeal or rehearing.

I. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended. That, unless it qualifies for an exception, the Issuer 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.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 B Bonds by those who shall be 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 Registered Owners, 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 Registered Owners of any and all of such Series 2009 B Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 B Bonds, or any

other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

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

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

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

"Bonds" means, collectively, the Series 2009 B Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2009 B Bonds for all or a portion of the proceeds of the Series 2009 B 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 Thrasher Engineering, Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02C hereof to be a part of the cost of acquisition and construction of the Project.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Council.

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

"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" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

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

"Grants" means any grants that may be received for the project.

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

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

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

"Issuer" means Mountain Top Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Grant 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 2009 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2009 B Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2009 B Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

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

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) 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); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2009 B Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 2009 A Bonds and the Series 1989 Bonds.

"Prior Resolution" means, collectively, the Resolutions authorizing the Prior Bonds.

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

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2009 B Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2009 B Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

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

"Series 2009 A Bonds" means the Issuer's Water Refunding Revenue Bonds, Series 2009 A (Branch Banking & Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000.

"Series 1989 Bonds" means the Issuer's Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000.

"Series 2009 B Bonds" means the Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2009 B Bonds Construction Trust Fund" means the Series 2009 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2009 B Bonds Reserve Account" means the Series 2009 B Bonds Reserve Account established by Section 5.02 hereof.

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

"Series 2009 B Bonds Sinking Fund" means the Series 2009 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2009 B Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2009 B Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2009 B 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, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks systems 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 adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $2,673,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2009 B Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the Council.

The cost of the Project is estimated not to exceed $2,673,000 which will be obtained from the proceeds of the Series 2009 B Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest, if any, on the Series 2009 B Bonds, funding the Reserve Account for the Series 2009 B Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2009 B 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 negotiable Series 2009 B Bonds of the Issuer. The Series 2009 B Bonds shall be issued as a single bond, designated as "Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)," in the principal amount of $2,673,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 B Bonds remaining after funding of the Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2009 B Bonds, if any, shall be deposited in or credited to the Series 2009 B Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2009 B Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 B 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 on the Series 2009 B Bonds, if any, shall be paid by check or draft of the Paying 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 2009 B Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2009 B Bonds. The Series 2009 B 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 have such terms as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2009 B Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or

imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 B Bonds shall cease to be such officer of the Issuer before the Series 2009 B 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 2009 B 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. The Bond Registrar for the Series 2009 B Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2009 B Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms 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 2009 B Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2009 B 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 2009 B 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 such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2009 B Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2009 B 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 Series 2009 B Bonds or transferring the registered Series 2009 B Bonds are exercised, all Series 2009 B Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2009 B Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2009 B Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each

exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2009 B Bonds or, in the case of any proposed redemption of Series 2009 B 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 2009 B Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2009 B Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 B Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2009 B Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 B Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2009 B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 B 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 2009 B 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 2009 B 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 2009 B Bonds.

Section 3.10. Form of Bonds. The text of the Series 2009 B 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:

(FORM OF SERIES 2009 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MOUNTAIN TOP PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That on this the _____ day of _____, 2009, MOUNTAIN TOP PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Grant County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, 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.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2009.

This Bond is issued (i) to pay the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2009, and a Supplemental Resolution duly adopted

by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REFUNDING REVENUE BONDS, SERIES 2009 A (BRANCH BANKING AND TRUST COMPANY), DATED JANUARY 23, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $270,000; AND (2) WATER REVENUE BONDS, SERIES 1989 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 11, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $276,000 (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2009 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written

instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

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

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

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

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

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 B 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: _____, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2009 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. Filing of "Amended Schedule". Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the Council a schedule, the form of which will be provided by the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued if previously established by Prior Resolution) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by the Prior Resolution and continued hereby);

(2) Renewal and Replacement Fund (established by the Prior Resolution as the Depreciation Fund and continued hereby);

(3) Reserve Account (established by Prior Resolution for the Series 1989 Bonds); and

(3) Series 2009 B Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created (or continued if previously established by Prior Resolution) with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2009 A Bonds Sinking Fund;

(2) Series 2009 A Bonds Reserve Account;

(3) Series 2009 B Bonds Sinking Fund; and

(4) Series 2009 B Bonds Reserve Account

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

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

(2) The Issuer shall next, each month transfer from the Revenue Fund and simultaneously on or before the due date thereof (i) remit to the National Finance Office the amounts required to pay interest on

the Series 1989 Bonds, and (ii) remit to the Commission the amounts required to pay interest on the Series 2009 A Bonds.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the National Finance Office the amounts required to pay principal of the Series 1989 Bonds, as required by the Prior Resolution; (ii) remit to the Commission the amounts required to pay principal of the Series 2009 A Bonds, as required by the Prior Resolution; and (iii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 B Bonds, for deposit in the Series 2009 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 B 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 2009 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Depository Bank, the amounts required by the Prior Resolution for deposit in the Reserve Account for the Series 1989 Bonds; (ii) remit to the Commission the amount required by Prior Resolution for deposit in the Series 2009 A Bonds Reserve Account; and (iii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 B Bonds, if not fully funded upon issuance of the Series 2009 B Bonds, for deposit in the Series 2009 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 B Bonds Reserve Requirement, until the amount in the Series 2009 B Bonds Reserve Account equals the Series 2009 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 B Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolution and not in addition thereto) the amounts required by the Prior Resolution and 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, emergency 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 2009 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 B Bonds as the same shall become due. Monies in the Series 2009 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 B Bonds as the same shall come due, when other monies in the Series 2009 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account, shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2009 B Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2009 B Bonds, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2009 B Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2009 B Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

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

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account 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. If required by the Authority at anytime, 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 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2009 B Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2009 B 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. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties 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.

F. 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 Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be

required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2009 B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2009 B Bonds, there shall first be deposited with the Commission in the Series 2009 B 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 2009 B Bonds for the period commencing on the date of issuance of the Series 2009 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2009 B Bonds, there shall be deposited with the Commission in the Series 2009 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2009 B Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 B Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2009 B Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 B Bonds shall be applied as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2009 B Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer stating that:

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

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

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

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

The Issuer shall expend all proceeds of the Series 2009 B Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2009 B Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the 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 2009 B 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 2009 B Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 B Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 B Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2009 B Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 B Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of 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 and approved and described in the Recommended Decision of the Public Service Commission of West Virginia entered January 9, 2009 which became Final Order on January 29, 2009, in Case 08-1488-PWD-CN, and such rates are hereby adopted.

So long as the Series 2009 B 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, fees and charges initially established for the System in connection with the Series 2009 B Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and

charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2009 B Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the Council, the Authority and the holders of the Prior Bonds, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2009 B Bonds, immediately be remitted to the Commission for deposit in the Series 2009 B Bonds Sinking Fund and applied to the payment of principal of and interest, if any, on the Series 2009 B Bonds. Any balance remaining after the payment of the Series 2009 B Bonds and interest, if any, 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, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount 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, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any 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 2009 B Bonds. All obligations issued by the Issuer after the issuance of the Series 2009 B 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, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2009 B 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 2009 B Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2009 B Bonds and the interest thereon, if any, 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, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2009 B Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

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

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Series 1989 Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds then Outstanding;

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

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

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 1989 Bonds, representing 75% of the then-outstanding principal indebtedness.

So long as the Series 2009 B Bonds are outstanding, no Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

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

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

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2009 B Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2009 B Bonds.

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

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

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 2009 B Bonds, and shall mail in each year to any Holder or Holders of the Series 2009 B 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 thereto, and the Single Audit Act, or any successor thereto) 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 2009 B Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2009 B Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the 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 2009 B Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues,

the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 B Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2009 B Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2009 B Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 B Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

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. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the Council and to any Holder of any Bonds, 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 the Authority and the Council and 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 acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the 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.

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

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

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

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

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

officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

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

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

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

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

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

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body 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.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the Council and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

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

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

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Reserved.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2009 B Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2009 B Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. 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 acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2009 B Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2009 B 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 2009 B Bonds made available due to bid or construction or project underruns.

C. The Issuer 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 ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS; USE OF PROCEEDS

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

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, 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 2009 B Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2009 B Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2009 B Bonds as a condition to issuance of the Series 2009 B 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 2009 B Bonds as may be necessary in order to maintain the status of the Series 2009 B Bonds as public purpose 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 2009 B Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, from which the proceeds of the Series 2009 B Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and

agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2009 B 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 2009 B Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2009 B Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2009 B Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2009 B Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

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

(4) If default occurs under the Prior Bonds or the Prior Resolution.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2009 B Bonds shall be on a parity with the Holders of the Prior Bonds.

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

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

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

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2009 B Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2009 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2009 B Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 B Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 B Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2009 B Bonds shall be made without the consent in writing of the Registered Owners of the Series 2009 B Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively 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 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 exclusion of interest, if any, on the Series 2009 B Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2009 B Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2009 B 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 orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Resolution, the Prior Resolution shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full

compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

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

[Remainder of Page Intentionally Blank]

Adopted this 7th day of April, 2009.

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of MOUNTAIN TOP PUBLIC SERVICE DISTRICT on the 7th day of April, 2009.

Dated: April 16, 2009.

[SEAL]

Secretary

EXHIBIT A

Loan Agreement included in bond transcript as Documents 3.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE 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; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Mountain Top Public Service District (the "Issuer") has duly and officially adopted a bond resolution on April 7, 2009 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $2,673,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (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 Resolution when used herein;

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer (the "Bonds"), in the aggregate principal amount not to exceed $2,673,000 and has authorized the execution and delivery of the loan agreement relating to the Series 2009 B 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 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provisions, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

WHEREAS, the 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 ratified 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, the sale price and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

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

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water

Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $2,673,000. The Series 2009 B Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2049, and shall bear no interest. The principal of the Series 2009 B Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010, to and including March 1, 2049, 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 2009 B Bonds. The Series 2009 B Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2009 B Bonds.

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

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the 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 Bonds under the Bond Resolution and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

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

Section 6. The Issuer does hereby appoint and designate Miners and Merchants Bank, Thomas, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2009 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2009 B Bonds Sinking Fund, as capitalized interest. Series 2009 B Bonds proceeds in the amount of -0- shall be deposited in the Series 2009 B Bonds Reserve Account.

Section 8. Series 2009 B Bond Proceeds in the amount of $-0- shall be deposited in the Series 2009 B Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2009 B Bonds shall be deposited in or credited to the Series 2009 B Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 10. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered on or about April 16, 2009, to the Authority pursuant to the Loan Agreement.

Section 11. The acquisition and construction of the Project and the financing thereof with proceeds of the Series 2009 B Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all monies in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts, until further directed in writing by the Issuer. Monies in the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 13. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Chairman is hereby authorized and directed to execute and deliver all such contracts.

Section 14. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 7th day of April, 2009.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve D. Jackson
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Mountain Top Public Service District on April 7, 2009.

Dated: April 16, 2009.

[SEAL]

Secretary

03.30.09
640480.99001

IC-1
(11/01/04)

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").

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
(2007W-971)

(Governmental Agency)

W I T N E S S E T H:

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, AConsulting 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.

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, 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 AReserve 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 AReserve 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;

(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 Acontingency@ 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 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 AWest 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 (ADOL@); 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.

MOUNTAIN TOP PUBLIC
SERVICE DISTRICT

(SEAL)

By: Steve N. Jackson
Its: Chairman
Date: April 16, 2009

Attest:

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By:
Its: Executive Director
Date: April 16, 2009

Attest: Diane L. Roy

Its: Secretary-Treasurer

{C1516060.1}

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 [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council 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 the Schedule B attached hereto as Exhibit A and my firm[1] has ascertained that all

[1]If 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 _____,

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/BPH/PSC] 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 thereof, [2]the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan 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 set forth in the Schedule B attached hereto and approved by the Council; and (xi) attached hereto as Exhibit A is the final amended ASchedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing@ for the Project.

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

[SEAL]

_____

By: _____
West Virginia License No. _____

Esq.] and delete Amy firm has ascertained that@.

[2]If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: AIn 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
300 Summers Street, Suite 980
Charleston, West Virginia 25301

West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311

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** _____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
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
180 Association Drive
Charleston, WV 25311

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 $2,673,000
Purchase Price of Local Bonds $2,673,000

The Local Bonds shall bear no interest. Commencing December 1, 2010, principal 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 interest, if any, 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:

(1) Mountain Top Public Service District Water Refunding Revenue Bonds, Series 2009 A (Branch Banking & Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000; and

(2) Mountain Top Public Service District Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000.

SCHEDULE Y
DEBT SERVICE SCHEDULE

Period Ending	Principal	Interest	Debt Service
6/1/09			
9/1/09			
12/1/09			
3/1/10			
6/1/10			
9/1/10			
12/1/10	17,358.		17,358.
3/1/11	17,358.		17,358.
6/1/11	17,358.		17,358.
9/1/11	17,358.		17,358.
12/1/11	17,358.		17,358.
3/1/12	17,358.		17,358.
6/1/12	17,358.		17,358.
9/1/12	17,358.		17,358.
12/1/12	17,358.		17,358.
3/1/13	17,358.		17,358.
6/1/13	17,358.		17,358.
9/1/13	17,358.		17,358.
12/1/13	17,358.		17,358.
3/1/14	17,358.		17,358.
6/1/14	17,358.		17,358.
9/1/14	17,358.		17,358.
12/1/14	17,358.		17,358.
3/1/15	17,358.		17,358.
6/1/15	17,358.		17,358.
9/1/15	17,358.		17,358.
12/1/15	17,358.		17,358.
3/1/16	17,357.		17,357.
6/1/16	17,357.		17,357.
9/1/16	17,357.		17,357.
12/1/16	17,357.		17,357.
3/1/17	17,357.		17,357.
6/1/17	17,357.		17,357.
9/1/17	17,357.		17,357.
12/1/17	17,357.		17,357.
3/1/18	17,357.		17,357.
6/1/18	17,357.		17,357.
9/1/18	17,357.		17,357.
12/1/18	17,357.		17,357.
3/1/19	17,357.		17,357.
6/1/19	17,357.		17,357.
9/1/19	17,357.		17,357.
12/1/19	17,357.		17,357.
3/1/20	17,357.		17,357.
6/1/20	17,357.		17,357.
9/1/20	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
12/1/20	17,357.		17,357.
3/1/21	17,357.		17,357.
6/1/21	17,357.		17,357.
9/1/21	17,357.		17,357.
12/1/21	17,357.		17,357.
3/1/22	17,357.		17,357.
6/1/22	17,357.		17,357.
9/1/22	17,357.		17,357.
12/1/22	17,357.		17,357.
3/1/23	17,357.		17,357.
6/1/23	17,357.		17,357.
9/1/23	17,357.		17,357.
12/1/23	17,357.		17,357.
3/1/24	17,357.		17,357.
6/1/24	17,357.		17,357.
9/1/24	17,357.		17,357.
12/1/24	17,357.		17,357.
3/1/25	17,357.		17,357.
6/1/25	17,357.		17,357.
9/1/25	17,357.		17,357.
12/1/25	17,357.		17,357.
3/1/26	17,357.		17,357.
6/1/26	17,357.		17,357.
9/1/26	17,357.		17,357.
12/1/26	17,357.		17,357.
3/1/27	17,357.		17,357.
6/1/27	17,357.		17,357.
9/1/27	17,357.		17,357.
12/1/27	17,357.		17,357.
3/1/28	17,357.		17,357.
6/1/28	17,357.		17,357.
9/1/28	17,357.		17,357.
12/1/28	17,357.		17,357.
3/1/29	17,357.		17,357.
6/1/29	17,357.		17,357.
9/1/29	17,357.		17,357.
12/1/29	17,357.		17,357.
3/1/30	17,357.		17,357.
6/1/30	17,357.		17,357.
9/1/30	17,357.		17,357.
12/1/30	17,357.		17,357.
3/1/31	17,357.		17,357.
6/1/31	17,357.		17,357.
9/1/31	17,357.		17,357.
12/1/31	17,357.		17,357.
3/1/32	17,357.		17,357.
6/1/32	17,357.		17,357.
9/1/32	17,357.		17,357.
12/1/32	17,357.		17,357.
3/1/33	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
6/1/33	17,357.		17,357.
9/1/33	17,357.		17,357.
12/1/33	17,357.		17,357.
3/1/34	17,357.		17,357.
6/1/34	17,357.		17,357.
9/1/34	17,357.		17,357.
12/1/34	17,357.		17,357.
3/1/35	17,357.		17,357.
6/1/35	17,357.		17,357.
9/1/35	17,357.		17,357.
12/1/35	17,357.		17,357.
3/1/36	17,357.		17,357.
6/1/36	17,357.		17,357.
9/1/36	17,357.		17,357.
12/1/36	17,357.		17,357.
3/1/37	17,357.		17,357.
6/1/37	17,357.		17,357.
9/1/37	17,357.		17,357.
12/1/37	17,357.		17,357.
3/1/38	17,357.		17,357.
6/1/38	17,357.		17,357.
9/1/38	17,357.		17,357.
12/1/38	17,357.		17,357.
3/1/39	17,357.		17,357.
6/1/39	17,357.		17,357.
9/1/39	17,357.		17,357.
12/1/39	17,357.		17,357.
3/1/40	17,357.		17,357.
6/1/40	17,357.		17,357.
9/1/40	17,357.		17,357.
12/1/40	17,357.		17,357.
3/1/41	17,357.		17,357.
6/1/41	17,357.		17,357.
9/1/41	17,357.		17,357.
12/1/41	17,357.		17,357.
3/1/42	17,357.		17,357.
6/1/42	17,357.		17,357.
9/1/42	17,357.		17,357.
12/1/42	17,357.		17,357.
3/1/43	17,357.		17,357.
6/1/43	17,357.		17,357.
9/1/43	17,357.		17,357.
12/1/43	17,357.		17,357.
3/1/44	17,357.		17,357.
6/1/44	17,357.		17,357.
9/1/44	17,357.		17,357.
12/1/44	17,357.		17,357.
3/1/45	17,357.		17,357.
6/1/45	17,357.		17,357.
9/1/45	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
12/1/45	17,357.		17,357.
3/1/46	17,357.		17,357.
6/1/46	17,357.		17,357.
9/1/46	17,357.		17,357.
12/1/46	17,357.		17,357.
3/1/47	17,357.		17,357.
6/1/47	17,357.		17,357.
9/1/47	17,357.		17,357.
12/1/47	17,357.		17,357.
3/1/48	17,357.		17,357.
6/1/48	17,357.		17,357.
9/1/48	17,357.		17,357.
12/1/48	17,357.		17,357.
3/1/49	17,358.		17,358.
	2,673,000.		2,673,000.

SCHEDULE Z

None.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Issued: January 9, 2009

FINAL

1/29/2009

CASE NO. 08-1488-PWD-CN

MOUNTAIN TOP PUBLIC SERVICE DISTRICT,
a public utility, Keyser, Mineral County.

Application for a certificate of convenience and necessity to make necessary improvements to its existing water distribution system and at the Mill Run Reservoir and to extend its distribution system to provide water service to fifty-four new customers along Arnold Mine Road, Bismarck Road, and Cherry Ridge Road, who currently do not have a clean reliable source of potable water, in the Mount Storm area of Grant County, WV.

RECOMMENDED DECISION

On August 27, 2008, Mountain Top Public Service District ("District"), by counsel Nelson M. Michael, filed with the Public Service Commission ("Commission") an application for a certificate of convenience and necessity to extend its distribution system to provide water service to fifty-four new customers along Arnold Mine Road, Bismarck Road, and Cherry Ridge Road, in the Mount Storm area of Grant County. Supporting documentation was filed, including a commitment letter from the West Virginia Infrastructure and Jobs Development Council ("WVIJDC") for a $2,673,500 loan, payable over forty years at a 0% interest rate; the loan would pay the entire cost of the project. The application indicated that the District wished to raise its rates, but the completed Form No. 14 only included the proposed minimum rate.

On August 27, 2008, the Commission directed the District to publish a Notice of Filing, which was based on the completed Form No. 14. The notice provided that, if no protest was filed within thirty days after the date of publication, the Commission might waive formal hearing and grant the application based upon its review of the evidence submitted with the application. The cover letter advised the District of the requirement of Rule 10.3.d. of the Commission's Rules of Practice and

Procedure ("Rule 10.3.d.") that, if an applicant requests a rate increase as part of a certificate case, the applicant must provide individual notice to its customers of that requested rate increase.

On September 5, 2008, the District, by counsel, filed an affidavit of publication of the Notice of Filing on September 2, 2008, in the Grant County Press.

On September 10, 2008, by Order, the Commission referred this matter to the Division of Administrative Law Judges for decision no later than March 5, 2009, if a timely protest was received, and no later than January 9, 2009, if no such protest was filed.

On September 23, 2008, an Initial Joint Staff Memorandum was filed, clarifying that the WVIJDC had approved the project.

On October 31, 2008, Staff Attorney Christopher L. Howard filed discovery requests that he was serving on the District.

On November 21, 2008, the District, by counsel, filed its responses. Included was Permit No. 17,983, issued by the State of West Virginia Office of Environmental Health Services on May 15, 2008, permitting the project.

On December 1, 2008, this matter was assigned to the undersigned ALJ, who, by telephone on December 4, 2008, notified Mr. Michael of the inadequacy of the Notice of Filing and that the District had failed to certify that it had provided individual notice to its customers.

On December 5, 2008, the District, by counsel, filed a revised completed Tariff Form 14.

On the same date, the undersigned issued a Procedural Order requiring Staff to file its final memorandum no later than December 9, 2008, and the District to file a statement certifying its compliance Rule 10.3.d., and to cause a Revised Notice of Filing to be published.

On December 9, 2009, Mr. Howard filed the Final Joint Staff Memorandum, with an attached memorandum from Pete Lopez, of the Water and Wastewater Division, and Joe Marakovits, of the Engineering Division. Included in the memoranda was the following: The project will be comprised of installing approximately 45,600 linear feet of water line along Arnold Mine, Bismarck, and Cherry Ridge Roads; constructing a new booster pump station at the treatment plant; replacing approximately 4,300 linear feet of water line along Cemetery Road; repainting five water storage tanks and installing new water line and telemetry systems for them; and improving the Mill Run reservoir. The project is estimated to cost $2,673,500, including a construction cost of $2,074,040. Staff found the repairs and improvements to be needed and that the project is needed to provide potable water to approximately 54 new customers who presently do not have a clean, reliable source of water. Staff recommended that the project and its funding be approved. Estimating that the project will increase

the District's operation and maintenance expenses by $46,900 and that the total amount of annual expenses attributable to the project will be $129,410, Staff found the 28.8% increase requested by the District to be excessive; Staff recommended a 24.7% increase in rates, which will add $101,357 in annual revenue, and provide a $13,998 surplus and a debt coverage of 129.83%. Staff further recommended increasing the leak adjustment rate from $.90 to $.96 per thousand gallons. Finally, Staff recommended adding to the District's tariff a Security Deposit, "A deposit of $50.00 or two-twelfths (2/12ths) of the average annual usage of the applicant's specific customer class, whichever is greater."

On December 15, 2008, the District, by counsel, filed an affidavit stating that, on August 29, 2008, it had included in its billing statements to its customers a notification that it was seeking a rate increase.

On December 17, 2008, the District filed an affidavit establishing that the Revised Notice of Filing had been published on December 9, 2008, in The Grant County Press.

On January 7, 2008, the undersigned issued a Procedural Order that included the following discussion:

> In the Commission Order entered on August 19, 2008, in Claywood Park Pub. Serv. Dis., Case No. 07-0175-PWD-19A, the Commission held that the five-year average that a public service district spent annually on capital additions is critical in determining an appropriate surplus on which to base rates; that, generally, if a renewal and replacement fund is available for capital additions, the renewal and replacement fund plus a surplus should equal the average amount spent on capital improvements; and that, if the total of the renewal and replacement fund plus a surplus are greater than that average, a justification for the additional revenue must be provided. In this matter, Staff states that the District spent an annual average of $13,873 on capital additions. Staff also provides a surplus of $13,998 and a renewal and replacement reserve of $11,126 and did not indicate that the reserve is unavailable for capital additions. Accordingly, from all appearances Staff is allowing revenue totaling $25,124 for capital additions, far in excess of the average of $13,873 the District spent previously. Accordingly, Staff will be required either to recalculate rates based on the annual capital additions average of $13,873, i.e., $11,126 from the renewal and replacement reserve and a cash flow surplus of approximately $2,747, or to advise the undersigned why the renewal and replacement reserve is unavailable for capital additions.

It was ordered that, no later than January 8, 2009, Staff file a memo or a revised tariff, as discussed.

On January 9, 2009, Staff filed a Further Final Joint Staff Memorandum, opining that Claywood Park was a rate case, involving an audit, analysis and verification of a utility's total cost

of operations, while Staff's review in a certificate case "is limited to a review of the project estimates, revenues, expenses, debt services and determining their reasonableness as well as the appropriate level of rates to cover the operational impact of the project." Accordingly, Staff contended that the requirements of Claywood Park do not apply in a certificate case such as this.

DISCUSSION

In that the Recommended Decision must be issued on this date, the undersigned will not further consider the applicability of Claywood Park to the facts of this case. The Staff-recommended rates will be adopted.

FINDINGS OF FACT

1. On August 27, 2008, Mountain Top Public Service District filed with the Public Service Commission an application for a certificate of convenience and necessity to install approximately 45,600 linear feet of water line along Arnold Mine, Bismarck, and Cherry Ridge Roads in order to provide water service to approximately 54 new customers; to construct a new booster pump station at the treatment plant; to replace approximately 4,300 linear feet of water line along Cemetery Road; to repaint five water storage tanks and install new water line and telemetry systems for them; and to improve the Mill Run reservoir. The District also requested a 28.8% increase in its water rates. (See application).

2. On August 29, 2008, the District included in its billing statements to its customers a notification that it was seeking a rate increase, and, on December 9, 2008, it published a Revised Notice of Filing in The Grant County Press. No protest was filed. (See filings of December 15 and 17, 2008; case file generally).

3. The project has been approved by the West Virginia Infrastructure and Jobs Development Council. (See application; Initial Joint Staff Memorandum filed September 23, 2008; Final Joint Staff Memorandum filed December 9, 2008).

4. The project will provide potable water to approximately 54 new customers who presently do not have a clean, reliable source of water. (See Final Joint Staff Memorandum).

5. The funding for the project, estimated to cost $2,673,500, is a $2,673,500 loan from the West Virginia Infrastructure and Jobs Development Council, payable over forty years at a 0% interest rate. (See application; Final Joint Staff Memorandum).

6. Staff recommended that the project and its funding be approved. (See Final Joint Staff Memorandum).

7. Estimating that the project will increase the District's operation and maintenance expenses by $46,900 and that the total amount of annual expenses attributable to the project will be $129,410, Staff found the 28.8% increase requested by the District to be excessive. (See Final Joint Staff Memorandum).

8. Staff found that the District spent an annual average of $13,873 on capital additions. (See Final Joint Staff Memorandum).

9. Staff's initial recommendation was that the District be provided a surplus of $13,998 and a renewal and replacement reserve of $11,126 and did not indicate that the reserve is unavailable for capital additions. Staff recommended a 24.7% increase in rates. (See Final Joint Staff Memorandum).

8. Staff also recommended increasing the leak adjustment rate from $.90 to $.96 per thousand gallons and adding to the District's tariff a Security Deposit, as provided in Appendix A. (See Final Joint Staff Memorandum).

CONCLUSIONS OF LAW

1. It is appropriate to grant the application, pursuant to W.Va. Code §§16-13A-25 and 24-2-11, and to approve the project, because the public convenience and necessity require it and no protest to the project was filed.

2. It is appropriate to approve the project's financing.

3. The Staff-recommended rates are sufficient, but not more than sufficient, to cover the District's reasonable and necessary expenses, debt service and reasonable capital additions.

4. The Staff-recommended leak adjustment is reasonable.

5. The Security Deposit is consistent with Rule 4.2.a.2. of the Commission's Rules for the Government of Water Utilities, 150CSR7.4.2.a.2.

6. For the reasons given in Conclusions of Law 3 through 5 and because no protest was filed, it is appropriate to approve the Staff-recommended tariff, as provided in Appendix A.

ORDER

IT IS, THEREFORE, ORDERED that the application filed on August 27, 2008, by Mountain Top Public Service District for a certificate of convenience and necessity to install water lines along Arnold Mine, Bismarck, and Cherry Ridge Roads in order to provide water service to approximately 54 new customers; to construct a new booster pump station; to replace a water line along Cemetery Road; to repaint five water storage tanks and install new water lines and telemetry systems for them; and to improve the Mill Run reservoir, is granted and the project approved.

IT IS FURTHER ORDERED that the funding for the project, consisting of a $2,673,500 loan from the West Virginia Infrastructure and Jobs Development Council, payable over forty years at a 0% interest rate, is approved.

IT IS FURTHER ORDERED that the rates and charges and other tariff changes, as provided in Appendix A attached hereto, are approved, to become effective upon completion of the project.

IT IS FURTHER ORDERED that, within thirty (30) days of the date on which the approved tariff becomes effective, Mountain Top Public Service District file five (5) copies of the Approved Tariff with the Commission's Tariff Office.

IT IS FURTHER ORDERED that, if there is any change in the cost of the project, estimated at $2,673,500, which affects rates, or in the scope, design or funding of the project, Mountain Top Public Service District file a petition with the Commission for approval of such revisions.

IT IS FURTHER ORDERED that Mountain Top Public Service District comply with all rules and regulations of the Division of Highways regarding the use of rights-of-way.

IT IS FURTHER ORDERED that, if there are any changes in the project costs that do not affect rates, Mountain Top Public Service District file herein an affidavit duly executed by its accountant verifying that the District's rates and charges are not affected.

IT IS FURTHER ORDERED that Mountain Top Public Service District submit a copy of the bids to the Commission, making the bids a part of the Commission's file in this case, as soon as the bids are tabulated.

IT IS FURTHER ORDERED that Mountain Top Public Service District notify the Commission when its engineer has performed the substantial completion inspection.

IT IS FURTHER ORDERED that this matter be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order upon Commission Staff by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

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

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

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

Sunya Anderson
Administrative Law Judge

SA:s
081488ab.wpd

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
CASE NO. 08-1488-PWD-CN

APPROVED TARIFF

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

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

RATES (customers with metered water supply)

First	3,000 gallons used per month	$8.78 per 1,000 gallons
Next	3,000 gallons used per month	$7.93 per 1,000 gallons
Next	4,000 gallons used per month	$7.36 per 1,000 gallons
Next	10,000 gallons used per month	$6.10 per 1,000 gallons
Next	30,000 gallons used per month	$4.90 per 1,000 gallons
Next	50,000 gallons used per month	$3.99 per 1,000 gallons
All Over	100,000 gallons used per month	$3.37 per 1,000 gallons

MINIMUM CHARGE

No minimum bill will be rendered for less than $26.34 per month which is equivalent to 3,000 gallons.

5/8	inch meter	$ 26.34 per month
3/4	inch meter	$ 39.51 per month
1	inch meter	$ 65.85 per month
1-1/4	inch meter	$ 96.14 per month
1-1/2	inch meter	$ 131.70 per month
2	inch meter	$ 210.72 per month
3	inch meter	$ 421.44 per month
4	inch meter	$ 658.50 per month
6	inch meter	$1,317.00 per month
8	inch meter	$2,107.20 per month

RECONNECTION - $15.00

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

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
CASE NO. 08-1488-PWD-CN

TAP FEE

The following charge is to be made whenever the utility installs a new tap to serve an applicant.

A tap fee of $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the service.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the District or a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds.

LEAK ADJUSTMENT INCREMENT

$0.96 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

SECURITY DEPOSIT

A deposit of $50.00 or two-twelfths (2/12ths) of the average annual usage of the applicant's specific customer class, whichever is greater.

Certificate of Publication

State of West Virginia
County of Grant, to-wit:

The undersigned hereby certifies that the annexed notice was duly published in the

Grant County Press

a weekly newspaper published at Petersburg, Grant County, West Virginia, for 1 consecutive weeks ending on the 2 day of September, 2008.

GRANT COUNTY PRESS
By William E. Finch
Editor

Publishing Notice $ 124.20

Hand Bills _____

Miscellaneous _____

Total $ 124.20

Sworn before me on this the 4 day of Sept. 2008.

Peggy G Hughes
Notary Public

Dec 17, 2012
My Commission Expires

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Peggy G. Hughes
HC 33 Box 3788
Dorcas, WV 26847
MY COMMISSION EXPIRES DECEMBER 17, 2012

PUBLIC SERVICE COMMISSION OF
Entered by the PUBLIC SERVICE CO
In the City of Charleston on the
CASE NO. 08-1
MOUNTAIN TOP PUBLIC SERVICE DI
Application for a Certificate of Convenience
ments to its existing water distribution system and
distribution system to provide water service to
Road, Bishop Road, Grant Creek Ridge Road, in
Virginia.
NOTICE OF
On August 27, 2008, Mountain Top Public Se
verified for a Certificate to construct certain additi
Public Service District water distribution system
and available for public inspection at the Public
Charleston, West Virginia.
The District estimates that construction will
posed that the construction will be financed as
from West Virginia Infrastructure & Jobs Develo
The District anticipates charging the follow
MINIMUM MONTHLY BILL For 3,000 gallo
$9.07 per 1,000 gallons
No bill will be rendered for less than $27.20
DELAYED PAYMENT PENALTY
The above tariff is net. On all accounts not
to the net current amount due. This delayed
lected only once for each bill where this appro
Public Service Commission of West Virgini
CONNECTION CHARGE
A tap fee of $800.00 will be charged to all
The proposed rates and charges will not be
by the Public Service Commission.
These rates represent an increase from the
lons per month of $21.12, based upon the curr
The District has no resale customers.
The increases shown are based on averag
vidual customers may receive increases that
the requested rates and charges are only a pr
decreases, by the Public Service Commission.
Pursuant to W.Va. Code §24-2-11, this U
District give notice of the filing of said applicat
newspaper duly qualified by the Secretary of
Grant County making due return to this comm
mediately after publication. Anyone desiring to
or notice of intervention within thirty days follow
modified by Commission order. Failure to file
protest as to this certificate case, precl
pate in future proceedings. All protests or req
for the protest or intervention. Requests to int
on intervention set forth in the Commission's
interventions should be addressed to: Sand
Charleston, West Virginia 25323.
IT IS FURTHER ORDERED that if no pro
ard, the Commission may waive formal hear
dence submitted with said application and its
9/2

West Virginia Infrastructure & Jobs Development Council

RECEIVED
2008 AUG 27 AM 8 54
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
Dave McComas
Prichard
Ron Justice
Morgantown

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

March 5, 2008

Steve Jackson, Chairman
Mountain Top PSD
P.O. Box 236
Mount Storm, WV 26739

Re: Mountain Top PSD
2007W-971 Binding Commitment
(Action Required by April 30, 2008)

Dear Mr. Jackson:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund loan of approximately $2,673,500 (the "Loan") to the Mountain Top Public Service District (the "District") for above referenced water project (the "Project"). The Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan amounts will be established after the District has received acceptable bids for the Project. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Loan upon the District's compliance with the program requirements.

This commitment is contingent upon the Project meeting the following schedule:

a. Submit Plans and Specifications to the Bureau for Public Health no later than May 1, 2008;
b. File Certificate Case with the Public Service Commission no later than July 1, 2008;
c. Prepare and Submit the Preliminary Title Opinion not later than August 1, 2008;
d. Advertise for bids no later than January 1, 2009.
(The District must receive authority from the Infrastructure Council before bidding the project.)

The Infrastructure Council reserves the right to withdraw this Loan commitment if any of the above schedule dates are not met. The Infrastructure Council may, when justifiable circumstances occur, offer to modify the schedule. Any decision to modify the schedule is at the sole discretion of the Infrastructure Council.

If the District becomes aware that it will not meet one or more of the above schedule dates, the District should immediately notify the Infrastructure Council of this fact and the circumstances which have caused or will cause the District to be unable to meet the schedule. In addition, please immediately notify the Infrastructure Council if any of the other dates on the attached schedule have or will not be met.

The Water Development Authority (the "Authority"), on behalf of the Infrastructure Council, will enter into Loan agreements with the District following receipt of the completed Schedule B, a final, nonappealable order from the Public Service Commission authorizing construction and financing of the Project, evidence of binding commitments for other funding; evidence of all permits; evidence of acceptable bids; evidence of compliance with the WV Jobs Act; and any other documents requested by the Infrastructure Council.

No statements or representations made before or after the issuance of this contingent commitment by any person or member of the Infrastructure Council or Authority shall be construed as approval to alter or amend this commitment, as all such amendments or alterations shall only be made in writing after approval of the Infrastructure Council.

If the District has any questions regarding this commitment, please contact Jeff Brady at the above-referenced telephone number.

Sincerely,

Kenneth Lowe, Jr.

Attachments
cc: Bob DeCrease, BPH
Randy Watson, Thrasher Eng.
John Stump, Steptoe & Johnson
Nelson Michael

NOTE: This letter is sent in triplicate. Please acknowledge receipt and immediately return two copies to the Infrastructure Council.

Mountain Top Public Service District

By: Steve D. Jackson

Its: Chairman of Board

Date: Mar 17, 2008

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Mountain Top PSD
Water Project 2007W-971
March 5, 2008

SCHEDULE A

A.	Approximate Amount:	$2,673,500	Loan
B.	Loan:		$2,673,500
	1. Maturity Date:		40 years from date of closing.
	2. Interest Rate:		0%
	3. Loan Advancement Date(s)		Monthly, upon receipt of proper requisition
	4. Debt Service Commencement:		The first quarter following completion of construction, which date must be identified prior to closing.
	5. Special Conditions:		None

NOTICE: The terms set forth above are subject to change following the receipt of construction bids.

C. Other Funding Sources:
None

E. Total Project Cost: $2,673,500

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 16th day of April, 2009, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of Mountain Top Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of $2,673,000, numbered BR-1 (the "Series 2009 B Bonds"), issued as a single, fully registered Bond, and dated April 16, 2009.

2. At the time of such receipt, all the Series 2009 B Bonds had been executed by the Chairman and the Secretary 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 Series 2009 B Bonds, of $258,997, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: Diane L. Rock
Its: Authorized Representative

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve D. Jackson
Its: Chairman

03.30.09
640480.99001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(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 16th day of April, 2009, there are delivered to you herewith:

(1) Bond No. BR-1, constituting the entire original issue of Mountain Top Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the principal amount of $2,673,000 (the "Series 2009 B Bonds"), dated April 16, 2009 (the "Bonds"), executed by the Chairman and Secretary of Mountain Top Public Service District (the "Issuer") and bearing the official seal of the Issuer authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on April 7, 2009, and a Supplemental Resolution duly adopted by the Issuer on April 7, 2009 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a loan agreement for the Series 2009 B Bonds, dated April 16, 2009, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (the "Loan Agreement"); and

(4) 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 Series 2009 B Bonds to the Authority upon payment to the Issuer of the sum of $258,997, representing a portion of the principal amount of the Series 2009 B 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.

Dated as of the day and year first written above.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve D. Jackson
Its: Chairman

03.30.09
640480.99001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MOUNTAIN TOP PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $2,673,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 16th day of April, 2009, MOUNTAIN TOP PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Grant County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of TWO MILLION SIX HUNDRED SEVENTY-THREE THOUSAND DOLLARS ($2,673,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010 to and including March 1, 2049 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated April 16, 2009.

This Bond is issued (i) to pay the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on April 7, 2009, and a Supplemental Resolution duly adopted by the Issuer on April 7, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REFUNDING REVENUE BONDS, SERIES 2009 A (BRANCH BANKING AND TRUST COMPANY), DATED JANUARY 23, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $270,000; AND (2) WATER REVENUE BONDS, SERIES 1989 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 11, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $276,000 (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2009 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

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

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

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

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

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 B 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: April 16, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$258,997	April 16, 2009	(19)		
(2)			(20)		
(3)			(21)		
(4)			(22)		
(5)			(23)		
(6)			(24)		
(7)			(25)		
(8)			(26)		
(9)			(27)		
(10)			(28)		
(11)			(29)		
(12)			(30)		
(13)			(31)		
(14)			(32)		
(15)			(33)		
(16)			(34)		
(17)			(35)		
(18)			(36)		

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

SCHEDULE Y
DEBT SERVICE SCHEDULE

Period Ending	Principal	Interest	Debt Service
6/1/09			
9/1/09			
12/1/09			
3/1/10			
6/1/10			
9/1/10			
12/1/10	17,358.		17,358.
3/1/11	17,358.		17,358.
6/1/11	17,358.		17,358.
9/1/11	17,358.		17,358.
12/1/11	17,358.		17,358.
3/1/12	17,358.		17,358.
6/1/12	17,358.		17,358.
9/1/12	17,358.		17,358.
12/1/12	17,358.		17,358.
3/1/13	17,358.		17,358.
6/1/13	17,358.		17,358.
9/1/13	17,358.		17,358.
12/1/13	17,358.		17,358.
3/1/14	17,358.		17,358.
6/1/14	17,358.		17,358.
9/1/14	17,358.		17,358.
12/1/14	17,358.		17,358.
3/1/15	17,358.		17,358.
6/1/15	17,358.		17,358.
9/1/15	17,358.		17,358.
12/1/15	17,358.		17,358.
3/1/16	17,357.		17,357.
6/1/16	17,357.		17,357.
9/1/16	17,357.		17,357.
12/1/16	17,357.		17,357.
3/1/17	17,357.		17,357.
6/1/17	17,357.		17,357.
9/1/17	17,357.		17,357.
12/1/17	17,357.		17,357.
3/1/18	17,357.		17,357.
6/1/18	17,357.		17,357.
9/1/18	17,357.		17,357.
12/1/18	17,357.		17,357.
3/1/19	17,357.		17,357.
6/1/19	17,357.		17,357.
9/1/19	17,357.		17,357.
12/1/19	17,357.		17,357.
3/1/20	17,357.		17,357.
6/1/20	17,357.		17,357.
9/1/20	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
12/1/20	17,357.		17,357.
3/1/21	17,357.		17,357.
6/1/21	17,357.		17,357.
9/1/21	17,357.		17,357.
12/1/21	17,357.		17,357.
3/1/22	17,357.		17,357.
6/1/22	17,357.		17,357.
9/1/22	17,357.		17,357.
12/1/22	17,357.		17,357.
3/1/23	17,357.		17,357.
6/1/23	17,357.		17,357.
9/1/23	17,357.		17,357.
12/1/23	17,357.		17,357.
3/1/24	17,357.		17,357.
6/1/24	17,357.		17,357.
9/1/24	17,357.		17,357.
12/1/24	17,357.		17,357.
3/1/25	17,357.		17,357.
6/1/25	17,357.		17,357.
9/1/25	17,357.		17,357.
12/1/25	17,357.		17,357.
3/1/26	17,357.		17,357.
6/1/26	17,357.		17,357.
9/1/26	17,357.		17,357.
12/1/26	17,357.		17,357.
3/1/27	17,357.		17,357.
6/1/27	17,357.		17,357.
9/1/27	17,357.		17,357.
12/1/27	17,357.		17,357.
3/1/28	17,357.		17,357.
6/1/28	17,357.		17,357.
9/1/28	17,357.		17,357.
12/1/28	17,357.		17,357.
3/1/29	17,357.		17,357.
6/1/29	17,357.		17,357.
9/1/29	17,357.		17,357.
12/1/29	17,357.		17,357.
3/1/30	17,357.		17,357.
6/1/30	17,357.		17,357.
9/1/30	17,357.		17,357.
12/1/30	17,357.		17,357.
3/1/31	17,357.		17,357.
6/1/31	17,357.		17,357.
9/1/31	17,357.		17,357.
12/1/31	17,357.		17,357.
3/1/32	17,357.		17,357.
6/1/32	17,357.		17,357.
9/1/32	17,357.		17,357.
12/1/32	17,357.		17,357.
3/1/33	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
6/1/33	17,357.		17,357.
9/1/33	17,357.		17,357.
12/1/33	17,357.		17,357.
3/1/34	17,357.		17,357.
6/1/34	17,357.		17,357.
9/1/34	17,357.		17,357.
12/1/34	17,357.		17,357.
3/1/35	17,357.		17,357.
6/1/35	17,357.		17,357.
9/1/35	17,357.		17,357.
12/1/35	17,357.		17,357.
3/1/36	17,357.		17,357.
6/1/36	17,357.		17,357.
9/1/36	17,357.		17,357.
12/1/36	17,357.		17,357.
3/1/37	17,357.		17,357.
6/1/37	17,357.		17,357.
9/1/37	17,357.		17,357.
12/1/37	17,357.		17,357.
3/1/38	17,357.		17,357.
6/1/38	17,357.		17,357.
9/1/38	17,357.		17,357.
12/1/38	17,357.		17,357.
3/1/39	17,357.		17,357.
6/1/39	17,357.		17,357.
9/1/39	17,357.		17,357.
12/1/39	17,357.		17,357.
3/1/40	17,357.		17,357.
6/1/40	17,357.		17,357.
9/1/40	17,357.		17,357.
12/1/40	17,357.		17,357.
3/1/41	17,357.		17,357.
6/1/41	17,357.		17,357.
9/1/41	17,357.		17,357.
12/1/41	17,357.		17,357.
3/1/42	17,357.		17,357.
6/1/42	17,357.		17,357.
9/1/42	17,357.		17,357.
12/1/42	17,357.		17,357.
3/1/43	17,357.		17,357.
6/1/43	17,357.		17,357.
9/1/43	17,357.		17,357.
12/1/43	17,357.		17,357.
3/1/44	17,357.		17,357.
6/1/44	17,357.		17,357.
9/1/44	17,357.		17,357.
12/1/44	17,357.		17,357.
3/1/45	17,357.		17,357.
6/1/45	17,357.		17,357.
9/1/45	17,357.		17,357.

Period Ending	Principal	Interest	Debt Service
12/1/45	17,357.		17,357.
3/1/46	17,357.		17,357.
6/1/46	17,357.		17,357.
9/1/46	17,357.		17,357.
12/1/46	17,357.		17,357.
3/1/47	17,357.		17,357.
6/1/47	17,357.		17,357.
9/1/47	17,357.		17,357.
12/1/47	17,357.		17,357.
3/1/48	17,357.		17,357.
6/1/48	17,357.		17,357.
9/1/48	17,357.		17,357.
12/1/48	17,357.		17,357.
3/1/49	17,358.		17,358.
	2,673,000.		2,673,000.

(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: _____, _____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

April 16, 2009

Mountain Top Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Mountain Top Public Service District
Mt. Storm, 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 Mountain Top Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $2,673,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated April 16, 2009, 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 Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010, to and including March 1, 2049, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The 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 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on April 7, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 7, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The 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 public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the 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 by the Issuer so as to affect adversely the rights of the Authority and 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 orders and resolutions have been duly and effectively 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 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 Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's: (1) Water Refunding Revenue Bonds, Series 2009 A (Branch Banking and Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000; and (2) Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (collectively, the "Prior Bonds") all in accordance with the terms of the Bonds and the Bond Legislation.

5. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

It is to be understood that the rights of the holders of the Bonds and the enforceability of the 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 and the application of equitable remedies 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

03.30.09
640480.99001

NELSON M. MICHAEL, L.C.
ATTORNEY AT LAW
126 EAST STREET
P. O. BOX 59
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NELSON M. MICHAEL
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FAX NO. (301) 777-8351

April 16, 2009

Mountain Top Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Mountain Top Public Service District
Mt. Storm, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to Mountain Top Public Service District, a public service district, in Grant County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement for the Series 2009 B Bonds dated April 16, 2009, 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"), the Bond Resolution duly adopted by the Issuer on April 7, 2009, as supplemented by the Supplemental Resolution duly adopted by the Issuer on April 7, 2009 (collectively, the "Bond Legislation"), orders of The County Commission of Grant County relating to the Issuer and the appointment of members of the Public Service Board of the Issuer, and other documents, papers, agreements, instruments and certificates 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.

I am of the opinion that:

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and political subdivision of the State of West Virginia.

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

3. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly appointed and elected, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

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

5. 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 by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

6. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Bonds and related matters, as required under Chapter 16, Article 13A, Section 25 of the West Virginia Code of 193 1, as amended, and has duly complied with the provisions thereof.

7. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefore.

8. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders, certificates and approvals from The County Commission of Grant County, the Bureau for Public Health, the 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 adoption of a resolution prescribing such rates and charges. The Issuer has received a Recommended Decision of the Public Service Commission of West Virginia entered on January 9, 2009 which became Final Order on January 29, 2009 in Case No. 08-1488-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the financing for the Project and approving the rates for the System. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such Orders remain in full force and effect.

9. Prior to the execution of construction contracts by the Issuer, I will verify that all successful bidders have made the required provisions for all insurance and payment and performance bonds and I will verify such insurance policies and bonds for accuracy. Prior to the execution of construction contracts by the Issuer, I will review the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, and verify that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan Agreements; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very truly yours,

NELSON M. MICHAEL

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ATTORNEY AT LAW
126 EAST STREET
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FINAL TITLE OPINION

April 16, 2009

West Virginia Infrastructure and Jobs Development Council
300 Summers St., Suite 980
Charleston, WV 25301

West Virginia Water Development Authority
Charleston, WV 25301

RE: Mountain Top Public Service District

Dear Ladies & Gentlemen:

This firm represents Mountain Top Public Service District (the "District") with regard to a proposed project to construct waterline extensions in Grant County, West Virginia, together with all appurtenant facilities (the "Project,") and provides this final title opinion on behalf of the District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") with regard to the financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the Mountain Top Public Service District is a duly created and existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia, and has the full power and authority to construct, operate, and maintain the Project as approved by the Division of Environmental Protection/Bureau for Public Health.

2. That the Mountain Top Public Service District has obtained approval for all necessary permits and approvals for the construction of the Project.

3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights-of-way, required for the Project as set forth in the plans for the Project prepared by Thrasher Engineering, Inc., the consulting engineers for the Project.

4. That I have examined the records on file in the Office of the Clerk of the County Commission of Grant County, West Virginia, the county in which the Project is to be located, and, in my opinion, the District has acquired legal title or such other estate or interest in the necessary site components for the Project sufficient to assure undisturbed use and possession for the purpose of construction, operation, and maintenance for the estimated life of the facilities to be constructed, except and subject to the following: None.

RE: Mountain Top Public Service District

The following listed properties are being acquired by eminent domain, and the necessary filings have been made in the Office of the Clerk of the County Commission of Grant County, West Virginia, to permit the District a right-of-entry for the purpose of construction, operation, and maintenance of the subject facilities on the subject properties. The District's title thereto is defeasible in the event the District does not satisfy any resulting judgment and/or award in the proceedings for acquisition of said properties, and our certification is subject to the pending litigation:

A. Linda M. Schroeder, Tax Map 143, Parcel 14, DB 229/81

B. John P. Jones and John W. Jones, Tax Map 186, Parcel 8, DB 204/642

5. That all deeds or other documents which have been acquired to date by the District have been duly recorded in the aforesaid Clerk's Office in order to protect the legal title to and interest of the District.

See Attached List.

Sincerely,

NELSON M. MICHAEL

NMM:bjr

WATER/WASTEWATER PROJECTS
INFRASTRUCTURE FUND FINANCING

EXHIBIT TO FINAL TITLE OPINION

Name	Tax Map	Parcel No.	DB/Pg	Date recorded
BEATRICE COSNER, et al	143	9	246/360	3/2/09
CARL E & PAULA M COSNER	145	23.6	246/363	3/2/09
KALORAMA CORPORATION	145	23	246/366	3/2/09
FIELD FAMILY TRUST	165	5	246/369	3/2/09
WILLIAM R DIDAWICK	165	12.12	246/374	3/2/09
KALORAMA CORPORATION	166	24	246/377	3/2/09
JOHN E & SANDRA K MARTIN	165	22	246/381	3/2/09
RONALD T & ABBI N KIFER	185	4	246/384	3/2/09
WILLIAM & MARY BENNETT	185	4.1	246/387	3/2/09
ZOLULA M WOLFE, et al	185	6	246/390	3/2/09
HOOD FAMILY, LLC	186	4	246/396	3/2/09
LARRY BOMBERGER	185	20	246/400	3/2/09
RONALD C & CONNIE S CARR	185	20.1	246/403	3/2/09
LINDA J LILLER	186	5.3	246/407	3/2/09
GEORGE E KITZMILLER	186	5.5 & 5.6	246/410	3/2/09
RONALD C & DELORES M KUHN	186	5	246/413	3/2/09
JAMES C & JUANITA S KITZMILLER	186	5.7	246/416	3/2/09
ROGER L & ANETA L BEVER	186	5.8	246/419	3/2/09
LARRY W & ALYCE C McDOWELL	186	7	246/422	3/2/09
LOCUST GROVE CHURCH	206	3	246/426	3/2/09
LOCUST GROVE CHURCH	206	4.2	246/518	3/6/09
LOCUST GROVE CHURCH	206	4.3	246/514	3/6/09
DAVID W & CHERYL L COSNER	206	4.4	246/429	3/2/09
LARRY W & ALYCE C McDOWELL, et al	206	5.1	246/432	3/2/09
COBERT H & MONA PARISH	206	11.1	246/435	3/2/09
JASON W & ESTER S EVANS	107	11.1	246/438	3/2/09
RONALD L & KAREN A RAY	107	42	246/441	3/2/09
DEWAINE JONES	107	19	246/521	3/6/09
MARVIN G CHAPMAN	127	29	246/444	3/2/09
MALINDA G. EVANS, et al	107	12	246/357	3/2/09
MALINDA G. EVANS	107	17.3	246/511	3/6/09

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
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. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. RATES
12. PUBLIC SERVICE COMMISSION ORDERS
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. PUBLICATION OF NOTICE OF PSC FILING
16. SPECIMEN BONDS
17. CONFLICT OF INTEREST
18. PROCUREMENT OF ENGINEERING SERVICES
19. COMPLIANCE WITH WEST VIRGINIA JOBS ACT
20. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Mountain Top Public Service District in Grant County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify on this the 16th day of April, 2009, in connection with the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof (the "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 set forth in the Bond Resolution of the Issuer duly adopted April 7, 2009, and the Supplemental Resolution duly adopted April 7, 2009 (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 acquisition or construction of the Project, the operation of the System, the receipt of the Net 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 Net 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 acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of the Net Revenues as security for the Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable and necessary approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids 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. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 B Bonds as to liens, pledge and source of and security for payment, being the (1) Water Refunding Revenue Bonds, Series 2009 A (Branch Banking & Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000; and (2) Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (collectively, the "Prior Bonds").

The Series 2009 B Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Series 1989 Bonds to the issuance of the Series 2009 B Bonds on a parity with the Prior Bonds. The Series 2009 A Bonds do not require written consent. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

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, supplemented or changed in any way unless modification appears from later documents also listed below:

Bond Resolution

Supplemental Resolution

Series 2009 B Bond Loan Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders Creating, Enlarging the Boundaries of, and Merging other Districts into, the District and Public Service Commission Order relating thereto

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes on Organizational Meeting

Minutes on Adoption of Bond Resolution, Supplemental Resolution and Resolution Approving Invoices

Environmental Health Services Permit

Evidence of Insurance

Prior Bond and Supplemental Resolutions

RUS Consent to Parity

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Mountain Top Public Service District." The Issuer is a public service district

duly created by The County Commission of Grant County and presently existing under the laws of, and a public corporation and political subdivision of, the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of 3 duly appointed, qualified and acting members 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
Douglas Lyons	January 1, 2007	December 31, 2012
Wilbur Keefer	May 10, 2005	May 10, 2011
Steve Jackson	December 30, 2008	December 29, 2014

The names of the duly elected and/or appointed, qualified and acting officers of the Public Service Board of the Issuer for the calendar year 2009 are as follows:

Chairperson	-	Steve Jackson
Secretary	-	Douglas Lyons
Treasurer	-	Wilbur Keefer

The duly appointed and acting counsel to the Issuer is Nelson M. Michael, Esquire, in Keyser, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds.

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 acquisition, construction, operation and financing of the Project and the System 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. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation and Loan Agreement is in full force and effect.

10. LOAN AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement is 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 all covenants, terms and representations in the Loan Agreement.

11. RATES: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on January 9, 2009 which became Final Order on January 29, 2009, in Case No. 08-1488-PWD-CN, approving the rates and charges for the services of the System, and has adopted a resolution prescribing such rates and charges. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such Final Order remains in full force and effect. The rates are currently in effect.

12. PUBLIC SERVICE COMMISSION ORDERS: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on January 9, 2009 which became Final Order on January 29, 2009, in Case No. 08-1488-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. The Order is in full force and effect.

13. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, numbered BR-1 dated the date hereof, by his or her manual signature, and the undersigned Secretary 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 and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the Loan Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

14. BOND PROCEEDS: On the date hereof, the Issuer also received $258,997 from the Authority and the Council, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

15. PUBLICATION OF NOTICE OF PSC FILING: The Issuer has published any required notice with respect to, among other things, the acquisition and construction of the Project, anticipated user rates and charges, the issuance of the Bonds and filing of a formal application for a certificate of public convenience and necessity with the Public Service Commission of West Virginia.

16. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Bonds.

17. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Legislation and/or the 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.

18. 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.

19. COMPLIANCE WITH WEST VIRGINIA JOBS ACT: The Issuer hereby certifies that, unless it qualifies for an exception, the Issuer 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 Issuer shall provide the Council and the Authority with a certificate stating that (i) the Issuer will comply with all the requirements of the West Virginia Jobs Act; (ii) the Issuer has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (iii) the Issuer 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 Issuer 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

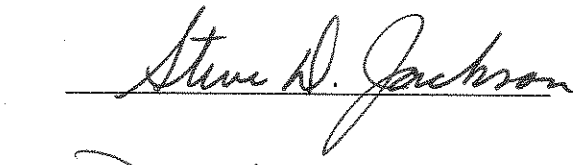
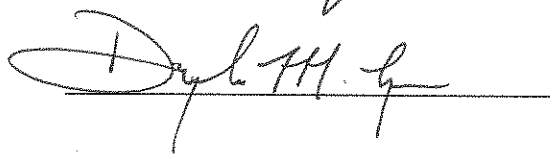
requisitions submitted to the Council shall also certify that the Issuer is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

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 MOUNTAIN TOP PUBLIC SERVICE DISTRICT on this day and year first written above.

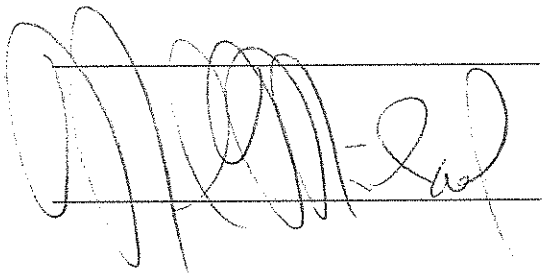
[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
	Chairman
	Secretary
_____	Counsel to Issuer

03.30.09
640480.99001

WITNESS our signatures and the official seal of MOUNTAIN TOP PUBLIC SERVICE DISTRICT on this day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
	Secretary
	Counsel to Issuer

03.30.09
640480.99001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

I, Kenneth Moran, P.E., Registered Professional Engineer, West Virginia License No. 11309, of Thrasher Engineering, Inc., Clarksburg, West Virginia, hereby certify on this 16th day of April, 2009 follows:

1. My firm is engineer for the acquisition and construction of certain improvements and extensions (the "Project") to the existing public waterworks facilities (the "System") of Mountain Top Public Service District (the "Issuer") to be constructed in Grant County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on April 7, 2009 as supplemented by Supplemental Resolution duly adopted by the Issuer on April 7, 2009, and the Loan Agreement for the Series 2009 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated April 16, 2009 (the "Loan Agreement").

2. The Series 2009 B Bonds are being issued for the purposes of (i) paying the costs of acquisition and construction of the Project; and (ii) paying certain costs of issuance of the Bonds 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 Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the West Virginia Bureau for Public Health ("BPH") and the Council and any change orders approved by the Issuer, the Council, the BPH and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least forty years, if properly constructed, 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 the Schedule B attached hereto as Exhibit A and the Issuer's counsel, Nelson M. Michael, Esquire, 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 BPH and the bid forms provided to the bidders contain the 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

the operation of the System; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Imre Penteck, CPA, as of the effective date thereof, the rates and charges for the System as approved by the Public Service Commission of West Virginia and adopted by the Issuer will be sufficient to comply with the provisions of the Loan 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 BPH; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

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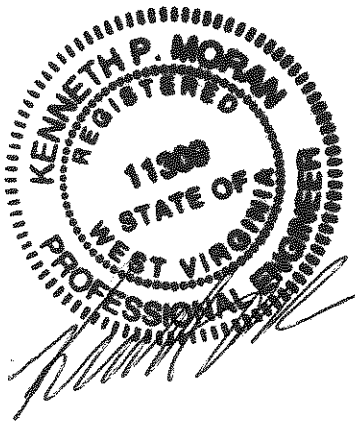
WITNESS my signature and seal on day and year first written above.

THRASHER ENGINEERING, INC.

(SEAL)



Kenneth Moran, P.E.
West Virginia License No. 11309

03.30.09
640480.99001

WEST VIRGINIA INFRASTRUCTURE & USEPA
SCHEDULE B
MT TOP PUBLIC SERVICE DISTRICT

2/26/09

A. COST OF PROJECT	TOTAL	IJDC loan
1 Construction		
a. Contract 1 - Water Line Extensions	1,394,000.00	1,394,000.00
b. Contingency 5%	69,000.00	69,000.00
2 Dam Work		
a. Construction	192,000.00	192,000.00
b. Contingency	22,500.00	22,500.00
c. Civil Tech	35,000.00	35,000.00
3 Tank Painting		
a. Contract	474,300.00	474,300.00
2 Technical Services - Thrasher	359,500.00	359,500.00
3 Legal & Accounting		
a. Legal	15,000.00	15,000.00
b. Accounting	4,000.00	4,000.00
4 Administrative	60,000.00	60,000.00
5 Sites & Other Lands	4,100.00	4,100.00
6 Miscellaneous / permits	1,949.16	1,949.16
7 WVDOH Inspection Fees	16,650.84	16,650.84
8 TOTAL of Lines 1 through 7	2,648,000.00	2,648,000.00
B. COST OF FINANCING		
9 Funded Reserve	0.00	0.00
10 Registrar	500.00	500.00
11 Bond Counsel	24,500.00	24,500.00
12 Cost of Financing	25,000.00	25,000.00
13 TOTAL PROJECT COST line 8 plus line 12	2,673,000.00	2,673,000.00
C. SOURCES OF OTHER FUNDS		
14 Federal Grants		
15 State Grants		
16 Other Grants		
17 TOTAL GRANTS Lines 14 through 16	0.00	0.00
18 Size of Bond Issue (Line 13 minus line 17)	2,673,000.00	2,673,000.00

Steve D. Jackson
Mt. Top Public Service District

April 16, 2009
Date

Wm. R. Watson
Thrasher Engineering, Inc.

April 16, 2009
Date

Imre David Pentek, CPA

P.O. Box 1390 Lewisburg, WV 24901 (304) 647-3949
Fax: (304) 647-3498 E-Mail: imre@writeme.com

April 16, 2009

Mountain Top Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Mountain Top Public Service District
Mt. Storm, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the Recommended Decision of the Public Service Commission of West Virginia entered January 9, 2009 which became Final Order January 29, 2009, in Case No. 08-1488-PWD-CN and the current operation and maintenance expenses and customer usage as furnished to us by Mountain Top Public Service District (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 pay all repair, operation and maintenance expenses of the System and 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 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) (the "Bonds"), to be issued to the West Virginia Water Development Authority on the date hereof, and all other obligations secured by a lien on or payable from the revenues of the System, on a parity with the Bonds, including the Issuer's (1) Water Refunding Revenue Bonds, Series 2009 A (Branch Banking and Trust Company), dated January 23, 2009, issued in the original aggregate principal amount of $270,000; and (2) Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (collectively, the "Prior Bonds").

It is further our opinion that the Net Revenues for the Fiscal Year following the year in which the Series 2009 B Bonds are issued will be at least 120% of the average annual debt service on the Prior Bonds and the Series 2009 B Bonds.

Very truly yours,

Imre D. Pentek

CPA℠
America Counts on CPAs

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of Mountain Top Public Service District in Grant County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $2,673,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, dated April 16, 2009 (the "Bonds"), hereby certify this 16th day of April, 2009 as follows:

1. I am one of the officers 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 Resolution duly adopted by the Issuer on April 7, 2009 (the "Bond Resolution"), 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 April 16, 2009, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2009 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution 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 2009 B Bonds were sold on April 16, 2009, to the Authority, pursuant to a loan agreement dated April 16, 2009, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $2,673,000 (100% of par), at which time, the Issuer received $258,997 from the Authority and the Council, being the first advance of the principal amount of the Series 2009 B Bonds. No accrued interest has been or will be paid on the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2009 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying the costs of acquisition and construction of the Project; and (ii) paying certain costs of issuance 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 Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion 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 Project on or before August 1, 2010. The acquisition and construction of the Project is expected to be completed by February 1, 2010.

8. The total cost of the Project is estimated at $2,673,000. Sources and uses of funds for the Project are as follows:

SOURCES	
Proceeds of the Series 2009 B Bonds	$2,673,000
Total Sources	$2,673,000

USES	
Costs of Acquisition and Construction of the Project	$2,648,000
Costs of Issuance	$25,000
Total Uses	$2,673,000

9. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2009 B Bonds:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2009 B Bonds Construction Trust Fund;

(4) Series 2009 B Bonds Sinking Fund; and

(5) Series 2009 B Bonds Reserve Account.

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

(1) Series 2009 B Bond proceeds in the amount of $-0- will be deposited in the Series 2009 B Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2009 B Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(2) Series 2009 B Bonds proceeds in the amount of $-0- will be deposited in the Series 2009 B Bonds Reserve Account.

(3) The balance of the proceeds of the Series 2009 B Bonds will be deposited in the Series 2009 B Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2009 B Bonds and related costs.

11. Monies held in the Series 2009 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2009 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2009 B Bonds Sinking Fund and Series 2009 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2009 B Bonds Construction Trust Fund during construction of the Project, and following completion of the 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 Resolution.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within nine (9) 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 2009 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2009 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within fifteen (15) months from the date of issuance thereof.

15. The Issuer does not expect to sell or otherwise dispose of the Project 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 Project, and the Project 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 Resolution 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 2009 B 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 2009 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2009 B Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year. Monies in the Series 2009 B Bonds Reserve Account and the Series 2009 B Bonds Sinking Fund will be used

solely to pay principal of and interest on each series of the Bonds and will not be available to pay costs of the Project.

24. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Series 2009 B Bonds, (b) are to be sold pursuant to a common plan of financing together with the 2009 B Bonds and (c) will be paid out of substantially the same sources of funds 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.

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WITNESS my signature on the day and year first written above.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve W. Jackson
Its: Chairman

Recd 8/28/00

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
7-31-00

Entered: July 11, 2000

CASE NO. 00-0640-PSD-PC

GRANT COUNTY COMMISSION and
MINERAL COUNTY COMMISSION
Petition for consent and approval to extend the boundaries of Mt. Top Public Service District into Mineral County.

RECOMMENDED DECISION

On April 28, 2000, the Grant County Commission filed a petition with the Public Service Commission seeking approval to extend the boundaries of the Mt. Top Public Service District into a portion of Mineral County, West Virginia, in accordance with West Virginia Code §16-13A-2.

On May 5, 2000, additional papers were filed by the County Coordinator of the County Commission of Mineral County. These documents related to Case No. 00-0640-PWD-PC, but were incorrectly assigned a separate Case No. 00-0684-PWD-PC, which was captioned with the name of the Mineral County Commission. On May 15, 2000, Commission Staff filed a motion to consolidate the two cases in an Initial Joint Staff Memorandum. By Order entered on May 15, 2000, the Commission dismissed Case No. 00-0684-PWD-PC as duplicative of Case No. 00-0640-PWD-PC.

The information filed on April 28 and May 5, 2000, by the Grant and Mineral County Commissions, respectively, included the County Commission Orders from both Counties proposing the expansion, the County Commission Orders approving the expansion and affidavits of publication for the Grant and Mineral County Commission public hearings.

On May 18 and June 2, 2000, the County Commissions filed their responses to Data Requests propounded by Commission Staff, including the affidavits of posting for the two (2) County Commission hearings and the minutes for the two public hearings.

By Order dated May 25, 2000, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before November 27, 2000. By this same Order, the Commission denied Staff's motion to consolidate the cases because Case No. 00-0684-PWD-PC had already been dismissed.

By Order dated June 6, 2000, this matter was set for hearings to be held on June 21, 2000, in the Lower Conference Room, Grant County Courthouse, Petersburg, Grant County, and in the Council Chambers, City

Building, 111 North Davis Street, Keyser, Mineral County, at 9:30 a.m. and 1:30 p.m., respectively. Said Order also required that the Grant and Mineral County Commissions each give notice of the hearings to be held by publishing a copy of the Notice of Hearing, attached thereto, once, in newspapers, duly qualified by the Secretary of State, published and of general circulation in Grant and Mineral Counties.

The hearing was held as scheduled in Grant County. The Grant County Commission appeared by Ms. Jane Kite-Keeling, Grant County Commissioner, and by Dennis DiBenedetto, Esquire, Prosecuting Attorney. Commission Staff was represented by Staff Attorney Cassius H. Toon. A proper affidavit was provided which indicated that publication had been made in accordance with the Commission's requirements in Grant County. No one appeared at the hearing held on June 21, 2000, in Grant County, whereupon the matter was submitted as an unprotested case.

The hearing was held as scheduled in Mineral County. Appearing was Mineral County Commissioner, Mr. Charles Logsdon. Commission Staff was represented by Staff Attorney Cassius H. Toon, Esquire. A proper affidavit of publication was provided which indicated that publication had been made in accordance with Commission's requirements. No one appeared in protest to the Mineral County Commission's petition, whereupon this matter was submitted as an unprotested case. The Final Joint Staff Memorandum filed June 9, 2000, recommending approval of the Grant and Mineral County Commissions' petition filed in this case was received in evidence as Staff Exhibit No. 1.

DISCUSSION

A petition was filed by the Grant and Mineral County Commissions for approval to extend the boundaries of the Mountain Top Public Service District into Mineral County. Since the Grant and Mineral County Commissions had satisfied the requirements set forth in West Virginia Code §16-13A-2, this matter was set for hearings to be held in both Grant and Mineral Counties, on June 21, 2000. Proper publication of the Notice of Hearing was published in both Counties, and no one appeared at the hearings in protest to the Grant and Mineral County Commissions' petition. The Orders of the Grant and Mineral County Commissions, both entered on April 25, 2000, can be approved, as unprotested.

FINDINGS OF FACT

1. On April 28, 2000, the Grant County Commission filed a petition with the Public Service Commission seeking approval to extend the boundaries of the Mountain Top Public Service District into a portion of Mineral County, West Virginia, in accordance with West Virginia Code §16-13A-2. (See, Petition).

2. On May 5, 2000, the Mineral County Commission filed a petition for consent and approval to expand the Mountain Top Public Service District's area into Mineral County. (See, Petition).

3. By Order dated June 6, 2000, these petitions were set for hearings to be held in both Mineral and Grant Counties on June 21, 2000. Said Order also required the Grant and Mineral County Commissions to give notice of the hearings to be held in this matter on June 21, 2000, by making publication of a Notice of Hearing. (See, Order dated June 6, 2000).

4. Commission Staff recommended approval of the expansion of the Mountain Top Public Service District into Mineral County. (See, Final Joint Staff Memorandum filed June 9, 2000).

5. At the hearing held in this matter on June 21, 2000, in Petersburg, Grant County, an affidavit of publication was received reflecting proper publication of the Notice of Hearing, as required. No one appeared in protest to the petition filed by the Grant County Commission. (See, Affidavit of Publication, case file; Grant County Tr., p. 4).

6. At the hearing held in Keyser, Mineral County, in this matter on June 21, 2000, a proper affidavit of publication was received reflecting proper publication of the Notice of Hearing, as required. No one appeared in protest to the petition filed by the Mineral County Commission. (See, Affidavit of Publication, case file; Tr., p. 4).

CONCLUSION OF LAW

Since hearings were held on these petitions in both Mineral and Grant Counties, in accordance with the provisions of West Virginia Code §16-13A-2, after proper notice of said hearings was given and no one appeared in protest to the petition of the Grant and Mineral County Commissions, the Orders of the Grant and Mineral County Commissions should be approved, as unprotested.

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Grant County Commission expanding the boundaries of the Mountain Top Public Service District into Mineral County, dated April 25, 2000, be, and the same hereby is, approved.

IT IS FURTHER ORDERED that the Order of the Mineral County Commission extending the boundaries of the Mountain Top Public Service District into Mineral County, dated April 28, 2000, be, and hereby is, approved.

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

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

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

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

Robert W. Glass
Administrative Law Judge

RWG:jas
000640aa.wpd

2-17-79

Hill
H-20-70
A.2.V.

IN THE COUNTY COURT OF GRANT COUNTY, WEST VIRGINIA

IN RE: PROPOSED MOUNTAIN TOP PUBLIC SERVICE DISTRICT

PETITION FOR THE CREATION OF A PUBLIC SERVICE DISTRICT FOR WATER SERVICES AS PROVIDED FOR IN SECTION 2 ARTICLE 13 - A OF CHAPTER 16 OF THE CODE OF WEST VIRGINIA

TO THE HONORABLE COUNTY COURT OF GRANT COUNTY, WEST VIRGINIA

The petition of the undersigned legal voters, resident within and owning real property within the limits of the propose Mountain Top Public Service District, said district being bounde roughtly as follows: Beginning at the Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral county line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsourth grid 79° 20', thence with said grid to the Tucker county line, thence with the Tucker county line to the East West grid 39° 10', thenc with the East West grid 39° 10' crossing Stoney River and Helmic Run to the intersection of the North South grid 79° 15', thence with aaid grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 tc Mt. Storm. The grids and other land marks hereinbefore describe are shown on a General Highway Map of Grant County, West Virgini prepared by the State Road Commission for the year 1950.

Ronald E. Mills	Mt. Storm, W. Va
Nina Mills	" " "
Russell E. Hanlin	" " "
George Harding	" " "
Lorene Harding	" " "
DeWayne Hawk	" " "
Rebecca Hawk	" " "
- F. F. Kline	" " "
Dewey Hawk	" " " "
- Jerry Hawk	" " " "
Nellie Hawk	" " " "
- Sandra Cosner	" " " "
- Wilson Cosner	" " "
- D. L. Hight	" " "
- Emma L. Hight	" " "
Arthur M. Lehner	" " "
Gertrude Lehner	" " "
- Helen Hanlin	" " "
- Edward W. Hanlin	" " "
Harman C. Head	" " "
Fannie L. Head	" " "
- Mabel Isaacs	" " "
Sandra A. Frame	" " "
Camden D. Frame	" " "
Lloyd Kitzmiller	" " "
Orville Kitzmiller	" " "
Audra Kitzmiller	" " "
James D. Armentrout	mt. Storm. W.V
Effie H. Armentrout	" " "
- Ann Gruebler	" " "
- Rudolf Gruebler	" " "
Dwight Kitzmiller	" " "

Sharon Kitzmiller	Mt Storm W.Va
Lawrence Struts	Mt Storm W.Va
Evelyn Struts	Mt. Storm W.Va
Ernest Minnick	Mt Storm W.Va
Eileen Minnick	Mt. Storm W.Va
Anna Conner	Mt Storm W.Va
Walter B. Hanlin	Mt. Storm W.Va
Velma M Hanlin	Mt. Storm W.Va
William C Tollman	Mt. Storm W.Va
Nadine G Tollman	Mt. Storm W.Va
Robert Hanlin	" "
Karen Hanlin	" "
Darrell M. Hanlin	" "
Bonnie Hanlin	" "
Elsie M. Hanlin	Germania W.Va
Robert L. Hanlin	"
Ronald L Carver	
Linda L. Carver	
Stanley Murphy	
Pravy Murphy	
G.O. Bosley	
Irene Bosley	
Anna Mae Kitzmiller	Mt. Storm, W.Va
Kenneth Kitzmiller	" " "
Nellie V. Conner	" " "
Kenneth B Profit	" " "
Frieda Profit	" " "
Bessie E Kitzmiller	" " "
Geraldine Conner	Mt Storm, W.Va
Linda R. Jenkins	Mt. Storm, W.Va
James L. Jenkins	" " "
Robert R. Hanley Jr.	" " "

Jennifer G. Hawley	Mt Storm, W.Va.
L.A. Parks	" " "
- Walter K. Kitzmiller	Mt. Storm, W.Va.
- Hilda M. Cosner	" " "
- Charles C. Cosner	" " "
Russell Moreland	" " "
Mrs. Russell Moreland	" " "
Allen Kohrvet	" " "
Clyde V. Kuhn	Mt Storm W.Va.
- Virgil Hamlin	= = =
Alva A. Cosner	= = =
Loma Lee Cosner	= = =
- Margaretta E. Sims	= = =
Harold C. Gillaspie	" " "
Marilyn L. Gillaspie	" " "
Edward Moreland	" " "
Ruby Moreland	" " "
Melvin R. Estep	Mt Storm W.Va
Ruth V. Estep	"
Roscoe E. Kuhn	Mt. Storm W.Va.
Ada Maxine Kuhn	" " "
Emily Gillaspie	Mt. Storm W.Va
Burdin Gillaspie	Mt. Storm W.Va
- Ralph H. Davis	Mt. Storm W.Va
Gerald Pleasanton	Mt. Storm W.Va
Elmer Pleasanton	" "
O. O. Soffel	Mt Storm
Porter H. Bell	Mt Storm W.Va.
Charles B. Cummings	Mt. Storm
Alma L. Cummings	" "

G. L. Spitzer	Germania, Wa
J. W. Gilbert	"
Viola B. Knotts	"
Blake Skiles	"
Dottie Reall	
Richard Reall	
Paul R. Gilbert	Germania, W. Va
Anna Knotts	" "
Guy Knotts	
Marion Wilkins	Germania, W. Va
Vanessa Tourneud	Germania, W. Va.
Richard O. Lyons	Mt. Storm, W. Va
Madeline T. Lyons	Mt. Storm, W. Va
R. G. Aronhalt, Sr.	Germania, W. Va.
Lona B. Aronhalt	" "
Jean L. Parsons	Germania, W. Va.
Charles Lucas	" "
Russell Aronhalt	" "
Mrs. C. T. Lucas	Mt. Storm, W. Va
Paul Veach	" " "
Mrs. Elizabeth Endler	" " "

Donald W. Clark	Mt. Storm. W.Va
Wanda C. Clark	" "
Harry M. Clark	" "
Ethel R. Pilgard	" "
R. K. Pilgard	" "
Kris H. & Mary E. Warwick	" "
Errold R. Dawson	" "
Mabel A. Dawson	" "
Harold Franklin	" "
Edward Bosley	Germania, W.V.
Julia Bosley	Germania W.V.
Kathryn Minnick	" "
Hobart Minnick	
Anna D. L. Reall	Germania, W. Va
Lora F. Harvey	" " "
Mrs Estella Bosley	Germania W. Va
Gertrude Schaffer	" "
C.W. Schaffer	" "
Eston R. Racey	" "
Mamie K Racey	" "
Karl Bromstrom	" "
A.H. Elrick	Germania W.Va
Pauline Elrick	Germania W.V.
Harry Boba	Mt. Storm
Jessie Boba	Mt. Storm, W. Va
Dellas Evans	Germania
Margaret Evans	" "
Edna Mason	" "
Mr. and Mrs. M.E. Williams	Germania, W.Va.
Mr & Mrs Wallace Hanlin	Mt. Storm W.Va
Wesley M. Elrick	Germania, W.Va
Nellie M. Elrick	Germania, W.Va

T. E. Schaeffer
R. L. Dotson
Bertha Dotson
Mt. Storm Methodist Church
Heuschel Kitzmiller
Elsie Kitzmiller
Delois I Hawk
[illegible] Gillespie
Burza Cosner
Agnes Cosner
Gloria E. Kessel
William J. Kessel
Hobert A. Schell
Gerald Hanlin
W. Frank Cosner
Loyal Moreland
~~[illegible]~~
Glenn Kitzmiller
Mildred A. Kitzmiller
Roy A. Cosner

Vernon L. Hanlin
Norma L. Hanlin
A. Blaine Cosner
Ruth Cosner
A. B. Cosner
Edward Aronhalt
Ida Cosner
Allen Moreland
Emory Rinker
Bismarck Service Station
Larry L. Kitzmiller
A. DeWitt Cosner
Clara Cosner
Harman Hanlin
Audrey Hanlin
Frieda L. Sroptel
Kathryn L. Cosner
Hanna L. Cosner

I, Marc L. Harman, Clerk of the County Court of Grant County, West Virginia, do hereby certify that the foregoing is a t and complete copy of the Petition for the Creation of Public Service District for Water Services as the same appears of record in my office in the Mt. Top Public Service District file.

Given under my hand and the seal of the County Court of Grant County, West Virginia, this the 17th day of February, 1976.

Marc L. Harman
CLERK COUNTY COURT.

Book 5
Page 553

The County Court of Grant County, West Virginia, met this day in regular session held this the 23rd day of April, 1970, at 10:00 a.m. pursuant to the call of Evers Bergdoll President, Theodore C. Hamrick, Commissioner, and Ralph L. Dotson, Commissioner, said call being;

To consider apetition of residents and property owners of the Mt. Storm, West Virginia, area asking that the Court, upon their own motion, create a public service district in the area the therein described, and to adopt a proposed resolution and enter a proper order fixing a date of hearing for the creation of said public service district as set forth in said petition and to provide for the publication of a note of such hearing.

The meeting was called to order and the roll being called there was present Evers Bergdoll, President, presiding, and the following named commissioners:

Theodore C.Hamrick

Ralph L. Dotson

And were absent: None

Evers Bergdoll introduced and caused to be read a proposed resolution and order entitled:

A resolution and order fixing a date of hearing on the creation of a public service district within Grant County, West Virginia; and providing for the publication of a notice of such hearing;

and moved that all rules otherwise required deferred considerat be suspended and said proposed resolution and order be adopted. Ralph L. Dotson seconded the motion and after due consideratic the President put the question on the motion, and the roll bein called the following voted:

Aye: Ralph L. Dotson

Theodore C. Hamrick

Evers O. Bergdoll

Nay: None

Whereupon the president declared the motion duly carried and said resolution and order duly adopted on motion and vote, the meeting was thereupon adjourned.

/s/ Elton M. Hiser
Clerk

/s/ Evers O. Bergdoll
President

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

OFFICE OF THE COUNTY CLERK OF THE COUNTY OF GRANT COUNTY:

I, Marc L. Harman, Clerk of the County Court in and for the Cou of Grant and State of West Virginia, having a Seal, do hereby certify the above and foregoing to be a full and complete copy of an original paper as presented in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the Seal of said Office in the City of Petersburg, County of Grant, and State of West Virginia, this the 5th day of March, 1976.

Marc L. Harman
Clerk Grant County Court

"Upon the application of Roberta L. Lantz for appointment as notary public in and for the County of Grant, it was shown to the satisfaction of this court that said applicant is a resident of the County from which she seeks appointment, that she is competent to perform the duties of such office, and that she is a person of good moral character."

"Upon the application of Russell E. Aronhalt for appointment as notary public in and for the County of Grant, it was shown to the satisfaction of this court that said applicant is a resident of the County from which he seeks appointment, that he is competent to perform the duties of such office, and that he is a person of good moral character."

NOTICE OF HEARING ON A PETITION FILED REQUESTING THE CREATION OF A PUBLIC SERVICE DISTRICT FOR WATER SERVICES TO BE KNOWN AS MOUNTAIN TOP PUBLIC SERVICE DISTRICT AS PROVIDED FOR IN SECTION 2, ARTICLE 13-A, CHAPTER 16 OF THE CODE OF WEST VIRGINIA

Notice is hereby given that the County Court of Grant County, West Virginia, will hold a public hearing on the advisability of creating a public corporation to be known as the Mountain Top Public Service District. All residents of the county are hereby notified that there wasfiled with the County Court a petition by several legal voters residing herein and owning real estate within theproposed Mountain Top Public Service District requesting that the court create a Public Service District for water services herein the area hereinafter described.

The proposed district is bounded roughly as follows: Beginning at the Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79° 20', thence with said grid to the Tucker county line, thence with the Tucker county line to the East West grid 39° 10', thence with the East West grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 79° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are shown on a General Highway Map or Grant County, West Virginia, prepared by the State Road Commission for the year 1950.

You are further advised that all persons residing in, or owning, or having any interest inproperty, in such proposed public service district shall have an opportunity to be heard for or against its creation. That the court shall at that time consider and determine the feasibility of the creation of such district. Said hearing shall be conducted on May 14, 1970, at 10:00 a.m. D.S.T. on that day at the Court House in Petersburg, Grant County, West Virginia, at which time all interested parties are advised to be present and to be heard.

Respectfully notified this the 23rd day of April, 1970.

Elton M.Hiser, Clerk of the County Court

"Upon the application of Goldie Bonnenhaver for appointment as notary public in and for the County of Grant, it was shown to the satisfaction of this court that said applicant is a resident of the County from which she seeks appointment, that she is competent to perform the duties of such office, and that she is a person of good moral character."

It is ordered the Court do now adjourn.

STATE OF WEST VIRGINIA;

COUNTY OF GRANT, to-wit:

The foregoing are true and actual copies of the Notice of Hearing on a Petition filed requesting the creation of a Public Service District for water service, to be known as the Mt. Top Public Service District as are recorded in County Commission Order Book 8 at Page 377.

Given under my hand and seal this the 21st day of April, 1989.

Harold S. Hinn

CLERK COUNTY COMMISSION

4-23-70

A RESOLUTION AND ORDER creating
THE MOUNTAIN TOP PUBLIC SERVICE
DISTRICT in Grant County, West Virginia

WHEREAS, the County Court of Grant County, West Virginia, did heretofore by a resolution and order adopted on the 23rd day of April, 1970, fix a date for a public hearing on the creation of the proposed Mountain Top Publ Service District and in and by said resolution and order provid that all persons residing in or owning or having any interest in property in the proposed public service district might appea before the County Court at this meeting and have the opportunit to be heard for and against the creation of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and orde by Section 2, Article 13A, Chapter 16 of the West Virginia Code and all interested persons have been afforded an opportunity of being heard for and against the creation of said district, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed public service district and said County Court has given due consideration to all matters for which such hearing was offered and

WHEREAS, it is now deemed advisable by said Cour Court to adopt a resolution and order creating said district:

NOW, THEREFORE, It is hereby resolved and ordere by the County Court of Grant County, West Virginia, as follows:

Section 1. That a public service district withi Grant County, West Virginia, is hereby created and said distric shall have the following described boundaries:

5-14-70

The proposed district is bounded roughly as follows: BEGINNING at the Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79° 20', thence with said grid to the Tucker County line, thence with the Tucker County line to the East West grid 39° 10', thence with the East West grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 79° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are showns on a General Highway Map of Grant County, West Virginia, prepared by the State Road Commissioner for the year 1950.

A map of the said district has been filed with t Court and is contained among the records of the Court proceeding in relation to this matter.

Section 2. That said public service district s created shall have the name and corporate title of the Mountain Top Public Service District and shall constitute a public corporation and political subdivision of the State of West Virg having all the rights and powers conferred on public service districts by the laws of the State of West Virginia and particu Article 13A of Chapter 16 of the West Virginia Code.

Section 3. That the County Court of Grant Cour West Virginia, has determined that the territory herein descri is so situate that the construction or acquisition by purchase otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewerage serv within such territory by said public service district will be conducive to the preservation of public heath, comfort and convenience of such area.

ADOPTED BY THE COUNTY COURT May 14

1970.

Emers Bergdell
President

Attest:

Elton M Hiser
Clerk

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of said Court at Petersburg, West Virginia, this 14th day of May, 1970.

Elton M Hiser
County Court Clerk

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

OFFICE OF THE COUNTY CLERK OF THE COUNTY OF GRANT COUNTY:

I, Marc L. Harman, Clerk of the County Court in and for the County of Grant and State of West Virginia, having a Seal, do hereby certify the above and foregoing to be a full, true and complete copy of an original paper as presented in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the Seal of said Office in the City of Petersburg, County of Grant, and State of West Virginia, this the 17th day of February, 1976.

Marc L. Harman
Clerk Grant County Court

4-14-74

IN THE COUNTY COURT OF GRANT COUNTY, WEST VIRGINIA

P E T I T I O N

The undersigned, John G. VanMeter, would respectfully represent to the Court that he is the Attorney for the Mt. Top Public Service District; that said District was created by Order of the County Court of Grant County, West Virginia, on April 23, 1970; that said District at the time of its creation excluded the Town of Bayard, West Virginia, from its boundaries.

Your Petitioner would further represent to the Court that on April 23, 1971, at a Special Meeting of the Town Council of the Town of Bayard a resolution was adopted petitioning the County Court of Grant County for permission to be included withi the boundaries of the Mt. Top Public Service District. A copy of a letter signed by the then Mayor of Bayard, S. W. Emerick, and by the then Recorder, Sue Shifflett, is attached to this Petition and marked Exhibit A. There is also attached to this Petition a signed copy of the resolution passed at the meeting aforesaid containing the vote and signatures of the members of Council and of the Mayor of the Town of Bayard. It should be n by the Court that the letter from the Town of BAyard, Exhibit A contains a notation on the bottom of it "original mailed to Cou Court."

Your Petitioner would further allege that in accordan with the resolution passed by the Town Council of the Town of Bayard and in accordance with Section 2, Article 13A, Chapter 1 of the Code of West Virginia, the County Court of Grant County

and including the Town of Bayard within said District.

No Order was entered setting forth the results of said meeting in attendance ordered the inclusion of said Town within the boundaries of the Public Service District. That thereon error

[illegible] Town of Bayard was held on August 12, 1971, at 10:00 a.m. at the Court House in Peterburg, Grant County. Mary Virginia [illegible] said meeting, which Your Petitioner attends, no objection was raised to the inclusion of the Town of Bayard within the boundaries of said District, and that the County Court then sitting by the Town of Bayard, Grant County, Mary Virginia Public Service District."

Your Petitioner would further [illegible] with the published and posted notice, a public hearing to [illegible] the advisability of increasing the size of said District by including the Town of Bayard was held on August 12, 1971, at 10:00 a.m. at the Court House in Peterburg, Grant County, Mary Virginia; that at said meeting, which Your Petitioner attends, no objection was raised to the inclusion of the Town of Bayard within the boundaries of said District, and that the County Court then sitting by the Hon. Jo Byrum, Judge, entered an Order so finding; that said Order thereon error was made

Your Petitioner therefore moves the Court to enter an Order setting forth the circumstances surrounding the inclusion of the Town of Bayard within the boundaries of the Mt. Top Public Service District and rectifying the omission hereinbefore made.

Respectfully submitted this the 19th of April, 1974.

s/ John G. VanMeter
Attorney for Mt. Top Public Servic
District.

I, Marc L. Harman, Clerk of the County Court in and for the County of Grant and State of West Virginia, having a seal, do hereby certify the above and foregoing to be a full, true and complete copy of an original paper as presented in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the Seal of said offfice in the City of Petersburg, County of Grant, and State of West Virginia, this the 17th day of February, 1976.

Marc L. Harman

CLERK COUNTY COURT.

The undersigned, John G. VanMeter, being duly sworn, does depose and say, that I am John G. VanMeter, Attorney for the Mt. Top Public Service District; that I posted in five public places within said Public District as required by Chapter 16, Article 13A, Section 2 of the Code (as amended as of May 1, 1967) the following notice in the following form and effect.

"Notice of a Hearing on a Petition filed Requesting the creation of a Public Service District for Water Services to be known as Mountain Top Public Service District as provided for in Section 2, Article 13-A, Chapter 16 of the Code of West Virginia.

Notice is hereby given that the County Court of Grant County, West Virginia, will hold a public hearing on the advisability of creating a public corporation to be known as the Mountain Top Public Service District. All residents of the county are hereby notified that there was filed with the County Court a petition by several legal voters residing herein and owning real estate within the proposed Mountain Top Public Service District requesting that the court create a Public Service District for water services herein the area hereinafter described.

The proposed district is bounded roughly as follows: Beginning at the Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79° 20', thence with said grid to the Tucker county line, thence with the Tucker county line to the East West grid 39° 10', thence with the East West grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 79° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are shown on a General Highway Map or Grant County, West Virginia, prepared by the State Road Commission for the year 1950.

You are further advised that all persons residing in, or owning, or having any interest in property, in such proposed public service district shall have an opportunity to be heard for or against its creation. That the court shall at that time consider and determine the feasibility of the creati of such district. Said hearing shall be conducted on May 14, 1970, at 10:00 a.m. D.S.T. on that day at the Court House in Petersburg, Grant County, West Virginia, at which time all interested parties are advised to be present and to be heard.

Respectfully notifed this the 23rd day of April, 1970.

/s/ Elton M. Hiser
Clerk of the County Court."

Given under my hand this the 5th day of March 1976.

John G. VanMeter

Taken, subscribed and sworn to before me by John G. VanMeter, on this the 5th day of March, 1976.

My commission expires Jan. 16, 1983

Notary Public, Grant County, West Virginia.

The undersigned, John G. VanMeter, being duly sworn, does depose and say, that I am John G. VanMeter, Attorney for the Mt. Top Public Service District; that I posted in five public places within said Public District as required by Chapter 16, Article 13A, Section 2 of the Code (as amended as of May 1, 1967) the following notice in the following form and effect.

"Notice of a Hearing on a Petition Filed Requesting the Amendment to Increase the Size or Area Serving a Public Service District for Water Services to be known as Mountain Top Public Service District as provided for in Section 2, Article 13-A, Chapter 16 of the Code of West Virginia.

Notice is hereby given that the County Court of Grant County, West Virginia, will hold a public hearing on the advisability of amending to increase the size or area of service to the Mt. Top Public Service District. All residents of the county are hereby notified that there was filed with the County Court a Petition by the Town Council of Bayard requesting the Court to include the Town of Bayard within the Mt. Top Public Service District.

The proposed district is bounded roughtly as follows: Town of Bayard which is to be included in the Public Service District.

You are further advised that all persons residing in, or owning, or having any interest in property, in such proposedpublic service district shall have an opportunity to be heard for or against said amendment to increase the size or area serving the Mt. Top Public Service District sha have an opportunity to be heard for or against the addition. That the Court shall at that time consider and determine the feasibility of the amendment to increase the size or area of the Public Service District. Said hearing shall be conducted on August 12, 1971, at 10:00 a.m., on that day at the Courthouse in Petersburg, Grant County, West Virgini at which time all interested parties are advised to be present and to be heard."

Respectfully notifed this the 16th day of July, 1971.

Elton M. Hiser, Clerk of the County Court."

Given under my hand this the 5th day of March, 1976.

John G. VanMeter

John G. VanMeter

Taken, subscribed and sworn to before me by John G. VanMeter on this the 5th day of March, 1976

My commission expires Jan. 16, 1983.

Orvella VanMeter

Notary Public, Grant County, West Virginia.

A RESOLUTION AND ORDER AMENDING AND CHANGING THE BOUNDARIES OF THE MT. TOP PUBLIC SERVICE DISTRICT IN GRANT COUNTY, WEST VIRGINIA

Whereas, the County Court of Grant County, West Virginia was this day presented with a Petition by John G. VanMeter, Attorn for the Mt. Top Public Service District, Wherein the following was alleged and is hereby found to be true. It appears to the Court that on April 23, 1971, at a Special Meeting of the Town Council of the Town of Bayard a resolution was adopted petitioning the County Court of Grant County for permission to include within the boundaries of the Mt. Top Public Service District the Town of Bayard, West Virginia. It further appears from said Petition tha an executed copy of that resolution was forwarded to the County Court and that said Court on its own motion directed its Clerk pursuant to provisions of Article 13A, Chapter 16 of the West Virginia Code, upon resolution duly moved, seconded and passed, t fix a date for hearing to include within the boundaries of the Mt Top Public Service District the Town of Bayard.

It further appears to the Court that it on its own mot directed such action to be taken; that the public hearing requir was held on August 12, 1971, at 10:00 a.m. at the Court House in Petersburg, Grant County, West Virginia; that the notices requir under Chapter 16, Article 13A, Section 2, were given in proper compliance with the provisions of the Code and that at said meet no objection was raised to the inclusion of the Town of Bayard within the boundaries of said District. It further appears to t Court that by omission an Order was not entered reflecting the action of the County Court and its purpose of this order to rect that oversight. Now, therefore it is hereby resolved and ordere by the County Court of Grant County, West Virginia, as follows:

Section 1. That the boundaries of the Mt. Top Public Service District are hereby amended and altered and shall include all of the town limits of the Town of Bayard, West Virginia.

Section 2. That said amendment and change of boundary shall be in addition to and subject to all the rights or powers hereinbefore conferred upon the Mt. Top Public Service District which was created by an order of this Court under date of May 14, 1970.

Section 3. That the County Court of Grant County has determined that the territory to be included therein is so situat that the construction or the acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewage services within said territory now included by said Public Service District will be conducive to the prevention of public health, comfort and convenience of such area.

ADOPTED BY THE COUNTY COURT April 25, 1974

1974.

s/ Lester Carr, Jr.

President

Attest:

s/ Carl E. Weimer

Clerk

STATE OF WEST VIRGINIA,

COUNTY OF GRANT

I, Marc Harman , hereby certify that I am the duly qual fied and acting Clerk of the County Court of Grant County, West Virginia, and that the foregoing constitutes a true, correct and complete transcript of the proceedings of said County Court as h under date of April 25 , 1974, and resolutions and orde then adopted relating to the creation of the Mountain Top Public

Service District, and appointment of members to the public service board of said district.

Marc L. Harman
Clerk

Certificate of Publication

State of West Virginia,

County of Grant, to-wit:

The undersigned hereby certifies that the annexed notice was duly published in the

GRANT COUNTY PRESS

a weekly newspaper published at Petersburg, in Grant County, West Virginia, for 1 consecutive weeks ending on the 29 day of April 1970

GRANT COUNTY PRESS

By Robert Hull

Publishing Notice	$23.76
Hand Bills	.....
Miscellaneous	.....
Total	$23.76

NOTICE OF A HEARING ON A PETITION FILED REQUESTING THE CREATION OF A PUBLIC SERVICE DISTRICT FOR WATER SERVICES TO BE KNOWN AS MOUNTAIN TOP PUBLIC SERVICE DISTRICT AS PROVIDED FOR IN SECTION 2, ARTICLE 13-A, CHAPTER 16 OF THE CODE OF WEST VIRGINIA

Notice is hereby given that the County Court of Grant County, West Virginia, will hold a public hearing on the advisability of creating a public corporation to be known as the Mountain Top Public Service District. All residents of the county are hereby notified that there was filed with the County Court a petition by several legal voters residing herein and owning real estate within the proposed Mountain Top Public Service District requesting that the court create a Public Service District for water services herein the area hereinafter described.

The proposed district is bounded roughly as follows: Beginning at the Village of Mt. Storm and extending an Easterly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79 degree 20 feet, thence with said grid to the Tucker county line, thence with the Tucker county line to the East West grid 39 degrees 10 feet, thence with the East West grid 39 degree 10 feet crossing Stoney River and Helmick Run to the intersection of the North South grid 79 degree 15 feet, thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are shown on a General Highway Map of Grant County, West Virginia, prepared by the State Road Commission for the year 1950.

You are further advised that all persons residing in, or owning, or having any interest in property, in such proposed public service district shall have an opportunity to be heard for or against its creation. That the court shall at that time consider and determine the feasibility of the creation of such district. Said hearing shall be conducted on May 14, 1970, at 10:00 a.m. D.S.T. on that day at the Court House in Petersburg, Grant County, West Virginia, at which time all interested parties are advised to be present and to be heard

Respectively notified this the 23rd day of April, 1970.

Elton M. Hiser,
Clerk of the County Court.

4-29-1t

STATE OF WEST VIRGINIA;

GRANT COUNTY, to-wit:

The foregoing are true and actual copies of the Petition, the Resolution and Order proposing the Creation and the Resolution and Order Creating the Mt. Top Public Service District as are recorded in County Commission Order Book 8 at Page 386.

Given under my hand and seal this 24th day of April, 1989.

CLERK COUNTY COMMISSION

EXHIBIT A

A RESOLUTION AND ORDER PROPOSING THE EXTENSION OF THE MT. TOP PUBLIC SERVICE DISTRICT INTO A PORTION OF MINERAL COUNTY, WEST VIRGINIA: AND FIXING A DATE FOR A PUBLIC HEARING ON SAME AND PROVIDING FOR THE PUBLICATION OF A NOTICE OF SUCH HEARING.

WHEREAS, the County Commission had previously created the Mt. Top Public Service District, a public corporation, for the purpose of operating and maintaining a water system for residents of a certain defined portion of Grant County, West Virginia, and

WHEREAS, it has now come to the attention of the County Commission that an extension of the boundaries of said Public Service District into a portion of Mineral County, West Virginia, may be feasible and also conducive to the preservation of public health, and

WHEREAS, the County Commission deems it advisable to propose said extension upon its own motion, and

WHEREAS, pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code, as amended, this County Commission duly moved, seconded and passed a motion proposing the extension of the Mt. Top Public Service District and directing that a resolution and order be entered fixing a date for hearing on the extension of said public service district into a portion of Mineral County, West Virginia, and providing for publication of a notice of such hearing.

NOW THEREFORE, be it and it is hereby Resolved and Ordered by the County Commission of Grant County, West Virginia, as follows:

SECTION 1: That the County Commission of Grant County, West Virginia, hereby finds and declares that a need may exist for a proposed extension of the boundaries of the Mt. Top Public Service District into a

portion of Mineral County, West Virginia; and that a description and map sufficient to identify the territory to be embraced within the proposed extension of said public service district has been filed with the Clerk of the County Commission, and further declares that a motion calling for a hearing on the extension of said public service district and the publication of a notice of such hearing as required by law has been duly passed by said County Commission.

SECTION 2: (a) That the territory to be embraced in the extension of said public service district shall be as follows:

Beginning at a point of intersection of U. S. Route 50 and the Mineral County - Grant County line;

Thence, from said point of beginning, in an easterly direction, and with said Mineral County - Grant County line, to a point located 500' radially, south of said U. S. Route 50;

Thence, in an easterly direction, parallel with and remaining 500' south of said Rt. 50 to a point located 500' east of the intersection of said Route 50 and State Route 42;

Thence, in a northerly direction, parallel with and remaining 500' east of said Route 42 to a point located in the centerline of Emory Creek;

Thence, in a northwesterly direction, with said Emory Creek to the centerline intersection of said Creek with Abram Creek in Empryville;

Thence, in a northwesterly direction, with said Abram Creek to the intersection of said creek with County Route 2 near Oakmont;

Thence, in a northwesterly direction, parallel with and remain 500' radially northeast of County Route 2/2 to a point in the North Branch of the Potomac River on the common line of the State of Maryland and the State of West Virginia;

ence, in a southwesterly direction, and with the South Branch of the Potomac River and the common line of the State of Maryland and State of West Virginia to a point of intersection of Mineral County and Grant County line;

Thence in an easterly direction and with the Mineral County and Grant County line to place of beginning.

Reference map being the General Highway Map of Mineral County prepared by the West Virginia Department of Highways.

(b) The purpose of said extension shall be to furnish, maintai operate, improve and extend properties supplying water and/or sewerage services within such territory and also outside such territory to the extent permitted by law.

(c) The territory described above does not include within its limits the territory of any other public service district organized under Chapter 16, Article 13A of the West Virginia Code, as amended, nor does suc territory include within its limits any city, incorporated town or other municipal corporation.

SECTION 3: That on January 25, 1978, at the hour of 7:00 P.M. this County Commission shall meet in the Mt. Storm Community Center, Mt. Storm, West Virginia, for the purpose of conducting a public hearing on the extension of said public service district at which time and place all persc residing in or owning or having any interest in property in the territory described above may appear before this County Commission and shall have an opportunity to be heard for and against the extension of said public servi district, and at such hearing this County Commission shall consider and determine the feasibility of the extension of the public service district.

SECTION 4: That the Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on January 11, 1978, in the Grant County Press, a newpaper of general circulation published in Grant County.

SECTION 5: That the Clerk shall also forward a certified copy of this Resolution and Order and a copy of said Notice of Public Hearing to the Clerk of the Mineral County Commission pursuant to provisions of Chapter 16, Article 13A, Section 2, of the West Virginia Code, as amended.

Given under my hand this the 22nd day of December, 197

Lester Carr, Jr. - President.
GRANT COUNTY COMMISSION

ATTEST: Marc L. Harman
Marc L. Harman
CLERK OF COURTS

12-22-77
bpc

State of West Virginia,

Grant County, to-wit:

I, Marc L. Harman, Clerk of the County Commission of Grant County, West Virginia, do hereby certify that the foregoing is a true and complete copy of a Resolution and Order proposing the extension of the Mt. Top Public Service District as the same appears on record in my office in County Court Order Book 10, Page 265.

Given under my hand and seal this the 24th day of May, 1979.

CLERK COUNTY COMMISSION

County of Grant at the Court House of said County,
in Petersburg, West Virginia, on the 30th day of
April, 1970.
Present, Evers Bergdoll, Presiden., Theodore C.
Hamrick and Ralph Dotson, Commissioners of said Court.

The Court this day took into consideration the need of a part time care taker for the county Airport. It is ordered that Virgil Hyre be employed as part time care taker at a monthly salary of $50.00 beginning May 1, 1970.

The Court this day meet with Mr. M. W. Blake of Sverdrup & Parcel and Associates, Inc. in regards to the construction and improvement of the County Airport. It is ordered that said company be employed to complete phase I to apply for Federal and State Funds. The Cost to run from $5,000.00 to $7,000.00 per this phase.

It is ordered the Court do now adjourn.

Evers Bergdoll
PRESIDENT

At a regular term of the County Court held for the
County of Grant at the Court House of said County,
in Petersburg, West Virginia, on the 14th day of
May, 1970.
Present, Evers Bergdoll, President, Theodore C.
Hamrick and Ralph L. Dotson, Commissioners of said Court.

On this the 23rd day of April, 1970, came John G. VanMeter, Attorney at Law, representing legal voters residing within and owning real property within the limits of the territory described below and does hereby petition the County Courtof the County of Grant, State of West Virginia, to create upon their own motion, the Mountain Top Public Service District of the County of Grant, State of West Virginia, the territorial limits described below, pursuant to the provisons of Chapter 147 of the Acts of the Legislature of West Virginia, Regular Session of 1963, constituting Article 13A of Chapter 16 of the Code of West Virginia of 1931 as amended. Which petitin was in form as follows:

"The petition of the undersigned legal voters, resident within and owning real property within the limits ofthe proposed Mountain Top Service District, said district being bounded roughly as follows: Beginning at the Village of Mt. Storm and extending an Esaternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch ofthe Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid/~~with the Tucker County line~~ 79° 20', thence with said grid to the Tucker County line, thence with the Tucker County line to the East West Grid 39° 10', thence with the East West grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 79° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are shown on a General Highway Map of Grant County, West Virginia, prepared by the State Road Commission for the year 1950."

Respectfully submitted this the 23rd day of April, 1970.

John G. VanMeter
John G. VanMeter
Attorney at Law
5 Water Street
Petersburg, West Virginia

The foregoing order was inadvertently omitted on April 23,1970 and is being this date entered as of the 23rd of April,1970.

The County Court of Grant County, West Virginia this day in regular session held this the 23rd day of April, 1970, at 10:00 a.m. pursuant to the call of Evers Bergdoll President, Theodore C. Hamrick, Commissioner, and Ralph L. Dotson, Commissioner, said call being:

To consider a petition of residents and property owners of the Mt. Storm, West Virginia, area asking that the Court, upon their own motion, create a public service district in the area tho therein described, and to adopt a proposed resolution and enter a proper order of fixing a date of hearing for the creation of said public service district as set forth in said petition and to provide for the publication of a note of such hearing.

The meeting was called to order and the roll being called there was present Evers Bergdoll, President, presiding, and the following named commissioners:

Theodore C. Hamrick

Ralph L. Dotson

and were absent: None

Evers Bergdoll introduced and caused to be read a proposed resolution and order entitled:

A resolution and order fixing a date of hearing on the creation of a public service district within Grant County, West Virginia; and providing for the publication of a notice of such hearing;

and moved that all rules otherwise required deferred considerationbe suspended and said proposed resolution and order be adopted. Ralph L. Dotson seconded themotion and after due consideration the President put the question on the motion, and the roll being called the following voted:

Aye: Ralph L. Dotson

Theodore C. Hamrick

Evers O. Bergdoll

Nay: None

Whereupon the president declared themotion duly carried and said resolution and order duly adopted on motion and vote, the meeting was thereupon adjourned.

Elton M. Hiser
Clerk

Evers Bergdoll
President

The foregoing order was inadvertently omitted on April 23, 1970 and is being entered this date as of the 23rd day of April, 1970.

A RESOLUTION AND ORDER FIXING a date of hearing on the creation of a proposed public service district within Grant County, West Virginia; and providing for the publication of a notice of such hearing.

WHEREAS, there had heretofore been filed in the office of the Clerk of the County Court of Grant County, West Virginia, a petition to this County Court, praying that this County Court, upon their own motion create a public service district within Grant County, West Virginia; and

Whereas, said County Court Clerk has presented such petition to this County Court at this meeting; and

WHEREAS, Pursuant to the provisions of Article 13A of Chapter 16 of the West Virginia Code this County Court duly moved, seconded andpassed a motion calling for a resolution and order fixing a date for hearing on the creation of a public service district

within Grant County, West Virginia, and providing for the publication of a notice of such aring.

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

Section 1. That the County Court of Grant County, West Virginia, hereby finds and declares that there has been filed in the office of the County Court Clerk and presented by said County Court Clerk to this County Court a petition for the creation of a public service district within Grant County, West Virginia, which petition contains a description sufficient to identify the territory to be embraced within the proposed public service district and the name of theproposed public service district and further declares that a motion calling for a hearing on the creationof said public service district and the publication of a notice of such hearing as by law required has been duly passed by said County Court.

Section 2. That said petition, among other things, states as follows:

(a) The name and corporate title of said public service district shall be "The Mountain Top Public Service District."

(b) The territory to be embraced in said public service district shall be as follows:

"The proposed district is bounded roughly as follows: Beginning at Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79° 20', thence with said grid to the Tucker County line, thence with the Tucker County line to the East West grid 39° 10', thence with the East West Grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 79° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of Route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and otherland marks hereinbefore described are shown on a General Highway Map of Grant County, West Virginia, prepared by the State Road Commission for the year 1950."

(c) The purpose of said public service district shall be to construct, or acquire by purchase or otherwise, and maintain, operate, improve and extend properties supplying water and sewerage services within such territory and also outside such territory to the extent permitted by law.

(d) The territory described above does not include withinits limits the territory of any other public service district organized under Article 13A of Chapter 16 of the West Virginia Code, nor does such territory include within its limits any city, incorporated town or othermunicipal corporation.

Section 3. That on May 14, 1970, at the hour of 10:00 a.m. this County Court shall meet in the County Court House at Petersburg, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed public service district at which time and place all persons residing in or owning or having any interest inproperty in the proposed public service district may appear before this County Court and shall have an opportunity to be heard for and against the creation of said district, and at such hearing this County Court shall consider and determine the feasibility of the creation of the proposed public service district.

Section 4. That the County Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on April 29, 1970, in the Grant County Press, a newspaper of general circulation published in Grant County.

The foregoing order was inadvertently omitted on April 23,1970 and is being entered this date as of the 23rd of April,1970.

A RESOLUTION AND ORDER cre[illegible]
THE MOUNTAIN TOP PUBLIC SERVICE
DISTRICT In Grant County, West Virginia

WHEREAS, the County Court of Grant County, West Virginia, did heretofore by a resolution andorder adopted on the 23rd day of April ,19 70 , fix a date for a public hearing on the creation of the proposed Mountain Top Public Service District and in and by said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the creation of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order by Section 2, Article 13A, Chapter 16 of the West Virginia code, and all interested persons have been afforded ~~an offorded~~ an opportunity of being heard for and against the creationof said district, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed public service district and said County Court has given due consideration to all matters for which such hearing was offered; and

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

NOW, THEREFORE, It is hereby resolved and ordered by the County Court of Grant County, West Virginia, as follows:

Section 1. That a public service district within Grant County, West Virginia, is hereby created and said district shall have the following described boundaries:

The proposed district is bounded roughly as follows: BEGINNING at the Village of Mt. Storm and extending an Easternly direction following Route 50 to the Mineral County line, thence with the Mineral County line to the North Branch of the Potomac River, thence up said river to the outer limits of the Town of Bayard, thence following the limits to Route 90/1; thence following Route 90/1 the Northsouth grid 79° 20', thence with the Tucker County line to the East West grid 39° 10', thence with the East West grid 39° 10' crossing Stoney River and Helmick Run to the intersection of the North South grid 70° 15', thence with said grid to the intersection of Route 42/1, thence with said Route 42/1 to the intersection of route 50/3 at Bismark, thence following Route 42/1 to Route 42, thence with Route 42 to Mt. Storm. The grids and other land marks hereinbefore described are shown on a General Highway Map of Grant County, West Virginia, prepared by the State Road Commissioner for the year 1950.

A map of the said district has been filed with the Court and is contained among the records of the Court proceedings in relation to this matter.

Section 2. That said public service district so created shall have the name and corporate title of the Mountain Top Public Service District and shall constitute a public corporation and political subdivision of the State of West Virginia having all the rights and powers conferred on public service districts by the laws of the State of West Virginia and particularly Article 13A of Chapter 16 of the West Virginia Code.

Section 3. That the County Court of Grant County, West Virginia, has determined that the territory herein described is so situate / that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewerage services withinsuch territory by saidpublic service district will be conducive to the preservation of public health, comfort and convenience of such area.

GRANT COUNTY ORDER BOOK No. 8

ADOPTED BY THE COUNTY COURT May 14,1970.

Evers Bergdoll
President

Attest:

Elton M. Hiser
Clerk

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of said Court at Petersburg, West Virginia, this 14th day of May, 1970.

Elton M. Hiser
County Court Clerk

THE FOLLOWING ORDERS WERE ORDERED PAYABLE OUT OF THE GENERAL COUNTY FUND:

M. A. Rodgers, labor at Judge's Office	$22.50	#18529
J. B. Hawse, P.M. postage Clerk's Office	12.00	#18530
SAME	1.20	#18531
Hobart Schell, serving process & making arrests	66.50	#18532
Lowell E. Alt, Same	168.70	#18533
Bishoff's Studio & Camera Center, expense of P.A.	5.39	#18534
Grant Memorial Hospital,X-Ray Richard Dudley	25.00	#18535
Judy's Drug Store, prescriptions Wayne Short #9601 & 10079	7.50	#18536
Harry R. McCulloh,Atty fee State Vs. Richard E. Dudley #728	25.00	#18537
James Paul Geary, Atty fee State Vs. Dudley #728	25.00	#18538
Harry R. McCulloh, Atty fee State Vs. Richard E. Dudley #729	25.00	#18539
James Paul Geary, Atty. Fee State Vs. Same #729	25.00	#18540
J & K Pest Control, Pest Control for March & April	9.27	#18541
Petersburg Oil Company, gas	2.42	#18542
Mathias & Company, Inc., Groceries for Jail #42167	23.81	#18543
Oxford Chemicals, supplies for Jail Invoice #1010393	39.00	#18544
Dick's Plumbing & Heating Service, Jail Expense	33.25	#18545
Olie Hartman, plowing & disc garden for Jail	14.00	#18546
Ort Bakers, Bread for County Jail	19.44	#18547
W. E.Harman & Son, Groceries for County Jail	115.35	#18548
Halterman's V & S. Hardware, Jail Supplies #51430 & 52007	18.76	#18549
O. S. Kimble, supplies for Jail	6.87	#18550
Roan's Lime & Stone, Inc., Invoice #483	27.00	#18551
Groves Oil & Supply, Inc.,Fuel Invoice #2872	160.72	#18552
City of Petersburg, W.Va.,water bill for Jail	14.12	#18553
City of Petersburg, W.Va. Water bill for C.H.	14.23	#18554
B-K Office Supply, Inc., supplies Clerk's Office	19.34	#18555
Geo. D. Barnard Co.,supplies Clerk's Office Order # 06 518 & 06 519	61.24	#18556
Geo. D.Barnard Co., supplies Sheriff's Office Order #06 445 & 06 444	56.97	#18557
Elton M. Hiser, postage Clerk's Office	.30	#18558
Grant County Press, postage Clerk's Office	75.40	#18559
Grant County Press, election supplies	203.19	#18560
Sheriff of Grant County, postage Sheriff's Office	12.00	#18561
Grant County Press, advertising	186.72	#18562
Grant County Press, election supplies	248.83	#18563

EXHIBIT 15

NOTICE OF PUBLIC HEARING ON ACTION OF THE GRANT COUNTY COMMISSION PROPOSING THE EXTENSION OF THE BOUNDARIES OF THE MT. TOP PUBLIC SERVICE DISTRICT, AS PROVIDED FOR IN CHAPTER 16, ARTICLE 13A, SECTION 2, OF THE WEST VIRGINIA CODE, AS AMENDED.

Notice is hereby given that the County Commission of Grant County, West Virginia, will hold a public hearing on the advisability of extending the boundaries of the Mt. Top Public Service District, a public corporation, into a portion of Mineral County, West Virginia. All residents of Grant County, as well as residents in that portion of Mineral County embraced by said extension are hereby notified that the Grant County Commission upon its own motion has instituted this action for the purpose of providing water services to the area hereinafter described.

The proposed extension is bounded roughly as follows:

Beginning at a point of intersection of U.S. Route 50 and the Mineral County - Grant County line;

Thence, from said point of beginning, in an easterly direction, and with said Mineral County - Grant County line, to a point located 500' radially, south of said U.S. Route 50;

Thence, in an easterly direction, parallel with and remaining 500' south of said Route 50 to a point located 500' east of the intersection of said Route 50 and State Route 42;

Thence, in a northernly direction, parallel with and remaining 500' east of said Route 42 to a point located in the centerline of Emory Cree

Thence, in a northwesterly direction, with said Emory Creek to centerline intersection of said Creek with Abram Creek in Maryville;

Thence, in a northewesterly direction, with said Abram Creek to the intersection of said creek with County Route 2 near Oakmont;

Thence, in a northwesterly direction, parallel with and remaining 500' radially northeast of County Route 2/2 to a point in the North Branch of the Potomac River on the common line of the State of Maryland and the State of West Virginia;

Thence, in a southwesterly direction, and with the South Branch of Potomac River and the common line of the State of Maryland and State of West Virginia to a point of intersection of Mineral County and Grant County line;

Thence in an easterly direction and with the Mineral County and Grant County line to a place of beginning.

Reference map being the General Highway Map of Mineral County prepared by the West Virginia Department of Highways.

You are further advised that all persons residing in, or owning, or,having ant,interest in property in the territory to be embraced in the etension of said public service district shall have an opportunity to be heard for or against its extension. The County Commission shall at that time consider and determine the feasibility of the extension of said public service district. Said hearing shall be conducted on Janary 25, 1978, at 7:00 P.M. on tghat day at the Mt. Storm Community Center, Mt. Storm, West Virginia, at which time all interested parties are advised to be present and to be heard.

Respectfully notified this the 22nd day of December 1977.

Marc L. Harman

Marc L. Harman, Clerk
Grant County Commission

12-22-77
drc

State of West Virginia,

Grant County, to-wit:

I, Marc L. Harman, Clerk of the County Commission of Grant County, West Virginia, do hereby certify that the foregoing is a true and complete copy of the Notice of Public Hearing of the Grant County Commission proposing the Extentison of the Boundaries of the Mt. Top Public Service District, as the same appears on record in my office in County Court Order Book 10, Page 266.

Given under my hand and seal this the 24th day of May, 1979.

CLERK COUNTY COMMISSION

RESOLUTION AND ORDER RECOMMENDING THE EXTENSION OF THE BOUNDARIES OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION, INTO A PORTION OF MINERAL COUNTY, WEST VIRGINIA

WHEREAS, the County Commission of Grant County did by resolution and order adopted on May 14, 1970, ~~said County Commission did~~ create the Mountain Top Public Service District as a public corporation; and

WHEREAS, the County Commission of Grant County did by resolution and order adopted on December 22, 1977, propose the extension of said Mountain Top Public Service District into a portion of Mineral County, West Virginia, and fix a date for a public hearing on the proposed extension of said Public Service District, and in and by said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed extension might appear before the County Commission at said meeting and have the opportunity to be heard for and against the extension of said district, and

WHEREAS, notice of the hearing was duly given in the manner provided and required by Chapter 16, Article 13A, Section 2 of the West Virginia Code, as amended, and all interested persons have been afforded an opportunity of being heard for and against the extension of said district, but no written protest has been filed by any qualified voters registered and residing within said proposed extension of said public service district; and

WHEREAS, in view of the fact that said proposed extension will be in Mineral County, West Virginia, the Mineral County Commission did meet in conjunction with the Grant County Commission at the time of said public hearing and did review the materials and evidence presented at said public hearing; and

WHEREAS, it is now deemed advisable by this County Commission to adopt a resolution and order recommending the extension of said Mountain Top Public Service District as proposed.

NOW THEREFORE, It is hereby resolved and ordered by the County Commission of Mineral County, West Virginia, as follows:

Section 1. That it is recommended to the County Commission of Grant County, West Virginia, that it adopt a resolution and order extending the boundaries of the Mountain Top Public Service District as follows:

"Beginning at a point of intersection of U. S. Route 50 and the Mineral County - Grant County Line; Thence, from said point of beginning, in an easterly direction, and with said Mineral County - Grant County line, to a point located 500' radially, south of said U. S. Route 50; Thence, in an easterly direction, parallel with and remaining 500' south of said Rt. 50 to a point located 500' east of the intersection of said Route 50 and State Route 42; Thence, in a northerly direction, parallel with and remaining 500' east of said Rou

42 to a point located in the centerline of Emory Creek; Thence in a northwesterly direction, with said Emory Creek to the centerline intersection of said Creek with Abram Creek in Emoryville; Thence, in a northwesterly direction, with said Abram Creek to the intersection of said creek with County Rout 2 near Oakmont; Thence, in a northwesterly direction, parallel with and remaining 500' radially northeast of County Route 2/2 to a point in the North Branch of the Potomac River on the common line of the State of Maryland and the State of West Virginia; Thence, in a southwesterly direction, and with the South Branch of the Potomac River and the common line of the State of Maryland and State of West Virginia to a point of intersection of Mineral County and Grant County line; Thence in an easterly direction and with the Mineral County and Grant County line to place of beginning.

Reference map being the General Highway Map of Miner County prepared by the West Virginia Department of Highways."

A map of said extension has been filed with the Commission and is contained among the records of the Commissio proceedings relating to this matter.

Section 2. That the County Commission of Mineral County, West Virginia is of the opinion that the territory her in described is so situate that the construction or acquisitic by purchase or otherwise and the maintenance, operation and extension of properties supplying water and/or sewage services within such territory by said Public Service District will be

conductive to the preservation of public health, comfort and convenience of such area.

Section 3. That the Clerk shall also forward a certified copy of this Resolution and Order to the Clerk of t' Grant County Commission in order to advise said Commission of our recommendation and cooperation in this matter.

Given under my hand this the 7th day of February, 1978.

STATE OF WEST VIRGINIA,

COUNTY OF HERMAN, TO-WIT:

I, Willie May Valentine Clerk of the County Court of Hardy County, Court of Record in and for said County and State, do certify that the foregoing is a true, accurate and complete photostatic copy of the Resolution and Order of the Boundaries of the Mountain Top Public Service District recorded in Order Book No. 7.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of said Court at my Office in said County this 15th day of February, 1978.

Willie May Valentine
Clerk of County Court

BY _____
(Deputy)

STATE OF WEST VIRGINIA;

COUNTY OF GRANT, to-wit:

The foregoing are a true and actual copies of the Resolution and Order Extending the Boundaries of the Mt. Top Public Service District as are recorded in County Commission Order Book 11 at Pag 503.

Given under my hand and seal this 21st day of April, 1989.

Harold S. [illegible]

CLERK COUNTY COMMISSION

RESOLUTION AND ORDER EXTENDING THE BOUNDARIES OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION, INTO A PORTION OF MINERAL COUNTY, WEST VIRGINIA

WHEREAS, the County Commission of Grant County did by resolution and order adopted on May 14, 1970, said County Commission did create the Mountain Top Public Service District as a public corporation; and

WHEREAS, the County Commission of Grant County did by resolution and order adopted on December 22, 1977, proposed the extension of said Mountain Top Public Service District into a portion of Mineral County, West Virginia, and fix a date for a public hearing on the proposed extension of said Public Service District, and in and by said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed extension might appear before the County Commission at said meeting and have the opportunity to be heard for and against the extension of said district; and

WHEREAS, notice of the hearing was duly given in the manner provided and required by Chapter 16, Article 13A, Section 2 of the West Virginia Code, as amended, and all interested persons have been afforded an opportunity of being heard for and against the extension of said district, but no written protest has been filed by any qualified voters registered and residing within said proposed extension of said public service district; and

WHEREAS, in view of the fact that said proposed extension will be in Mineral County, West Virginia, the Mineral County Commission did meet in conjunction with the Grant County Commission at the time of said public hearing and did review the materials and evidence presented at said public hearing; and

WHEREAS, the Commission has received a Resolution and Order from the Mineral County Commission recommending that said public service district be extended and further showing their cooperation in this matter; and

WHEREAS, it is now deemed advisable by the Grant County Commission to adopt a resolution and order extending said Mountain Top Public Service District:

NOW, THEREFORE, it is hereby resolved and ordered by the County Commission of Grant County, West Virginia, as follows:

THAT the Mountain Top Public Service District previously created within Grant County, West Virginia is hereby extended into a portion of Mineral County and said extension shall have the following described boundaries:

The territory to be embraced in the extension of said public service district shall be as follows:

Beginning at a point of intersection of U. S. Route 50 and the Mineral County - Grant County line;

Thence, from said point of beginning, in an easterly direction, and with said Mineral County - Grant County line, to a point located 500' radially, south of said U. S. Route 50;

Thence, in an easterly direction, paralled with and remaining 500' south of said Route 50 to a point located 500' east of the intersection of said Route 50 and State Route 42;

Thence, in a northerly direction, parallel with and remaining 500' east of said Route 42 to a point located in the centerline of Emory Creek;

Thence, in a northwesterly direction, with said Emory Creek to the centerline intersection of said creek with Abram Creek in Emoryville;

Thence, in a northwesterly direction, with said Abram Creek to the intersection of said creek with County Route 2 near Oakmont;

Thence, in a northwesterly direction, parallel with and remaining 500' radially northeast of County Route 2/2 to a point in the North Branch of the Potomac River on the common line of the State of Maryland and the State of West Virginia;

Thence, in a southwesterly direction, and with the South Branch of the Potomac River and the common line of the State of Maryland and State of West Virginia to a point of intersection of Mineral County and Grant County line;

Thence in an easterly direction and with the Mineral County and Grant County line to place of beginning.

THAT said extension so created shall be a part of the Mountain Top Public Service District, which is a public corporation and political sub-division of the State of West Virginia and with respect to said extended boundaries said public service district shall have all the rights and powers

conferred on public service districts by the Laws of the State of West Virginia and particularly Chapter 16, Article 13A of the West Virginia Code, as amended.

THAT the County Commission of Grant County, West Virginia, has determined that the territory herein described is so situate that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewerage services within such territory by said public service district will be conductive to the preservation of public health, comfort and convenience of such area.

Given under my hand on this the 24th day of May, 1979.

Linton H. Sites
President

Bernice P. Carr
Administrative Secretary

ENTER NUNC PRO TUNC February 15, 1978

COUNTY COMMISSION OF GRANT COUNTY

5 Highland Avenue
Petersburg, WV 26847
Phone: (304)257-4422
Fax: (304)257-9645
Email: gcccomm@mountain.net

COMMISSIONERS:
CHARLES L. GOLDIZEN, JR.
PRESIDENT
Arthur, West Virginia

JAMES E. WILSON, JR.
Petersburg, West Virginia

JAMES C. COLE
Petersburg, West Virginia
ADMINISTRATOR:
LUCINDA A. WHETSELL

Mr. Steve Jackson
HC 78 Box 727
Mt. Storm, WV 26739

December 8, 2008

Dear Mr. Jackson:

At the November 25, 2008 Grant County Commission meeting, the Commission reappointed you as a member of the Mt. Top Public Service District. Your appointment will expire December 29, 2014. You will be receiving information regarding meetings from the Public Service District.

The Grant County Commission, on behalf of the citizens of Grant County, would like to express our sincerest appreciation for your service on this very valuable board. We look forward to continuing to work with you.

Sincerely,

Charles L. Goldizen, Jr.
President

James E. Wilson, Jr.
Commissioner

James C. Cole
Commissioner

cc: Mt Top PSD

BOOK 23 PAGE 136

GRANT COUNTY COMMISSION
PETERSBURG, WEST VIRGINIA 26847

GRANT COUNTY COMMISSION MEETING

Date: December 19, 2006 **Time:** 3:30 p.m. **Location:** Lower Level Conference Room Grant County Courthouse

Commissioners:
Charles L. Goldizen, Jr., President
Jeffrey S. Barger
James E. Wilson, Jr.

Reporting:
Tom Hencke, Grant County Press
Sharon L. Van Meter, County Clerk's Office

AGENDA ITEM: President Goldizen called the meeting of December 19, 2006 to order at 3:30 p.m.

AGENDA ITEM: EOC/911 DIRECTOR PEGGY ALT & MR. ARLIE ASHBY ROAD NAME CHANGES

DISCUSSION: Grant County EOC/911 Director Peggy Alt and Mr. Arlie Ashby appeared before the commission to discuss road name changes. Mr. Ashby reviewed the requested changes for the commission:

ACTION: The commission approved the following road name changes:

1. Mountain High Trail replaces Little Mountain High Trail. **MOTION:** Wilson-Barger.
2. Big D Ranch Road replaces Powers Hollow Road. **MOTION:** Wilson-Barger.
3. Ashby Drive will remain Ashby Drive. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: TAX OFFICE PRINTER

DISCUSSION: Grant County Sheriff Art Puffenbarger and Ms. Tracy Feaster appeared before the commission to report to them that on Monday, November 13, 2006, the IBM 6400 Printer in the Sheriff's Office crashed. Ms. Feaster presented the commission the estimate she had prepared for the commissions review. The printer's maintenance agreement had been released. Ms. Feaster informed the commission to purchase a new IBM printer the cost is approximately $ 4,917.00, and monthly maintenance agreement would cost $97.00 per month. This fee does include service and parts.

Ms. Feaster contacted Software Systems located in Morgantown, West Virginia. The salesman explained that if the Sheriff were to purchase the Software System's printer the tax mailers out would be prepared and finished by Software System's. The cost would include what Grant County already pays for postage to send out tax mailers. This would save the tax department a lot of time and effort. Ms. Feaster explained that the Grant County Sheriff's Tax Department sends approximately 17,000 tax statements at a cost of thirty-nine cents per statement for postage, which totals $6,630.00. Ms. Feaster explained the cost of the tax statements plus the postage totals $8,030.00. Ms. Feaster explained that any increase would be due to increase in postage. Software Systems will sell the sheriff's department a printer for printing daily and monthly reports at the cost of $500.00.

ACTION: The commission approved the contract with Software System's for the work for the amount of $8,030.00 and an additional $500.00 for the purchase of a printer for daily and monthly reports. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF THE MINUTES OF NOVEMBER 14TH, 2006

DISCUSSION: President Goldizen presented the minutes of November 14th, 2006 for approval.

ACTION: The commission approved of the minutes of November 14th, 2006 as presented. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF THE MINUTES OF NOVEMBER 15TH, 2006

DISCUSSION: President Goldizen presented the minutes of November 15th, 2006 for approval.

ACTION: The commission approved of the minutes of November 15th, 2006 as presented. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: GRANT COUNTY CLERK HAROLD G. HISER
ELECTION & COUNTY CLERK OFFICE EXPENDITURES

DISCUSSION: Grant County Clerk Harold G. Hiser appeared before the commission to discuss the lack of filing space in the Grant County Clerk's Office vault.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: RECESS

DISCUSSION: None required.

ACTION: The commission recessed at 4:00 p.m. to the Grant County Clerk's Office to observe the county clerk's vault filling space. **MOTION:** Barger-Wilson

FOLLOW UP: None required.

AGENDA ITEM: RECONVENING OF COMMISSION MEETING

DISCUSSION: None required.

ACTION: The commission reconvened at 4:20 p.m. with no action taken. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: CIRCUIT CLERK BETTY MOOMAU'S FILE REQUEST

DISCUSSION: Grant County Administrator Cindy Whetsell reminded the commission that at the commission meeting of October 10, 2006, Grant County's Circuit Clerk Betty C. Moomau had discussed with them the necessary office renovations for the circuit clerk's office. Maintenance Director Lewis G. Alt planned the renovations for the first part of the year of 2007.

Grant County Administrator Cindy Whetsell reminded the commission that Circuit Clerk Moomau had previously informed them her office is running out of filing space. She believes a stabilized lateral-track-run filing system would provide easy accessibility. Landis Office Center has this filing system for a quoted price of $6,200.00. The agreement with Landis Office Supplies must be executed by December 31, 2006, in order to obtain the quoted price. The commission agreed to pay fifty percent up front and fifty percent at the end of the job.

ACTION: The commission authorized approval to enter into a contract with Landis Office Supplies in order to obtain the price of $6,200.00 for a stabilized lateral-track-run filing system in the Grant County Circuit Clerk's Office. The commission agreed to pay fifty percent (50%) initially, and fifty percent (50%) at the completion of the job. **MOTION:** Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: MAPPING & ADDRESSING CONTRACT

DISCUSSION: Grant County Administrator Cindy Whetsell informed the commissioners that Grant County is still under contract with Interact for the Computer Assisted Mapping Program (CAD). Ms. Whetsell further explained that due to the existing contract, the commission could use Interact as a mapping and addressing vendor to complete the mapping and addressing without going out to bid. Mr. Whetsell told the commissioners that In-

teract could also extend the contract period. The cost to complete the mapping and addressing project with Interact is $75,000.00. Ms. Whetsell explained that the county would receive $32,000.00 from the State and that this money would help defray the county's cost. The payments to Interact are to be paid in installments. The down payment is $22,500.00.

ACTION: The commission authorized approval for Interact to conduct Grant County's Mapping and Addressing for the 911 project. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF ESTATES

DISCUSSION: None required.

ACTION: The commission hereby orders that the following actions taken by the clerk in vacation of the commission be approved:

-Report of Debts and Demands Against the Estate of Charles L. Halterman and First and Final Accounting of Virginia B. Halterman, Executrix of the Estate of Charles L. Halterman.
-Waiver of Final Settlement in the Matter of the Estate of William Jettie Simmons, David W. Simmons, Executor;
-Waiver of Final Settlement in the Matter of the Estate of Clay Queen Post, Daniel J. Post, Executor;
Waiver of Final Settlement in the Matter of the Estate of Edna S. Post, Daniel J. Post, Executor. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: ACTIONS OF THE CLERK

DISCUSSION: None required.

ACTION: The commission hereby orders that the following actions taken by the clerk in vacation of the commission be approved:

-Wills lodged in the Clerks Office: None;
-Wills admitted to probate: Allen Jeffrey Conrad, Helene B. Jensen, Charles E. Kessel, Edna Mae Sites;
-Qualification orders granted in the estates: Allen Jeffrey Conrad, Alisa M. Weatherholt, Administratrix, C.T.A.; Helen B. Jensen, Duke A. McDaniel, Executor; Charles E. Kessel, Betty Louise S. Kessel, Executrix; Edna Mae Sites, Eugene E. Sites, Executor; William Eston Gilmore, James Gilmore, Administrator; Janet Thompson, Harry W. Thompson, Administrator; William Joe Helmick,William Helmick, Jr., Administrator; Eugene Crites, Glona J. Smith, Administratrix. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF EXONERATIONS

DISCUSSION: None required.

ACTION: The commission and Prosecuting Attorney Dennis DiBenedetto and Assessor Ralph Layton approved the following exonerations:

-Jeffrey A. Lafferre, Grant District, amounting to $211.72 per half, being real property taxes for the year of 2006,
-Janie M. Shirk, Grant District, amounting to $15.17 per half, being personal property and real estate taxes for the year of 2006. **MOTION:** Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: CITY OF PETERSBURG ANNEXATION PETITIONS

DISCUSSION: Prosecuting Attorney Dennis DiBenedetto appeared before the commission to present them petitions from the City of Petersburg for Mr. Gary Michael, Mr. Tyson Michael and Mr. Steven & Ms. Donna Shoemaker. These individuals have filed to request they be permitted to annex a small amount of acreage as a part

of the city limits of Petersburg by virtue of a minor boundary adjustment. The State Code allows for boundary adjustments but under certain circumstances. The law places the reasonability upon the commission, and they would have to set a date for public hearing, provide notice by a Class II advertisement in the local newspaper and the commission would have to determine in whether to grant the minor boundary adjustment. Prosecuting Attorney DiBenedetto explained that at this time they must decide if these individuals meet the minor requirements of the code. Prosecuting Attorney DiBenedetto reviewed items the commission must consider in determining whether to grant the minor boundary adjustment.

ACTION: The commission authorized approval to hold the first Public Meeting on Tuesday, January 23, 2006 at 3:00 p.m. concerning the petitions from the City of Petersburg for Mr. Gary Michael, Mr. Tyson Michael and Mr. Steven & Ms. Donna Shoemaker. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: COMMISSIONER JIM WILSON UPDATE

DISCUSSION: Commissioner Wilson updated the commission concerning the Planning Commission and the Joy Retreat Center payment on the low interest loan the commission made to them in 2004.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: APPRAISER AND REAL ESTATE DEVELOPER DAVID VAN METER – LAND DEVELOPMENT

DISCUSSION: Appraiser and Developer David Van Meter appeared before the commission to question President Goldizen concerning the number of terms he has served, and the rotation schedule of the commission serving on the Grant County Development Authority. President Goldizen explained he has served two (2) terms on the development authority. President Goldizen explained he has not rotated since he has become a commissioner.

Mr. Van Meter inquired if President Goldizen had a rough figure for the cost of developing the Borrow Site. President Goldizen introduced the Grant County Development Authority Vice President Dwight Calhoun. Mr. Calhoun stated that 1.7 million dollars is the projected cost. Mr. Van Meter inquired if a site analysis had been conducted. Mr. Terry Lively, Assistant Director of Region 8 Planning & Development Committee, presented the history of the Borrow Site. Mr. Lively explained a site analysis of the Borrow Site was conducted in 1990-1991. Mr. Van Meter asked President Goldizen how having the Borrow Site would be superior to a site located off of Corridor H. President Goldizen explained Grant County has an Industrial Park off of Corridor H located on the Mountain Top – it's just waiting for the road to be built. President Goldizen was unsure if a petition was conducted to move the funding to another site. Mr. Lively explained he had no experience because he never had any reason to petition funding be moved in the past.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: MOUNTAIN TOP PUBLIC SERVICE DISTRICT BOARD APPOINTMENT

DISCUSSION: President Goldizen presented a letter requesting the reappointment of Mr. Charles M. Culp, Sr., to continue his position on the Mountain Top Public Service District (MTPSD) Board for another term. Mr. Culp's current term expires December 31, 2006. President Goldizen explained the commission also received recommendations from several citizens for Mr. Culp's replacement. Commissioner Wilson explained his apprehension with Mr. Culp's reappointment to the MTPSD.

ACTION: The commission authorized the appointment of Mr. Doug Lyons as the Mountain Top Public Service District Board member replacing Mr. Charles M. Culp, Sr. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: GRANT COUNTY VOLUNTEER FIRE ASSOCIATION FIRE INSURANCE REIMBURSEMENT

DISCUSSION: Fire Chief of the Mount Storm Volunteer Fire Company and President of the Grant County Volunteer Fire Association Jim Idleman; Bayard Fire Department member John Mulligan; and Fire Chief of the Bayard Fire Department and member of the Grant County Fireman's Association Butch Lloyd, all appeared before the commission. Mr. Idleman explained research has been conducted to determine ways the fire companies can recover expenditures. It was found that several counties were able to pass an ordinance allowing volunteer fire companies to recover some of these costs incurred in some of the emergency circumstances. Mr. Idleman explained and reviewed Article 7 Section 1, describing that volunteer fire companies may be reimbursed for costs incurred in some emergency incidents. The reimbursement for the fire companies is not for user fees, but is an insurance reimbursement claim. If the commission authorizes its approval it would allow the association to recover from property owners emergency funds which were incurred. Mr. Idleman explained the procedure of how the billing would be conducted.

Prosecuting Attorney Dennis DiBenedetto suggested the commission conduct two (2) public hearings to allow the public the ability to review and understand the volunteer fire company's insurance reimbursement ordinance. The commission arranged the schedule explained the first reading and adoption for the ordinance. Meetings will be held at the courthouse and Mt. Storm Fire Hall. The adoption of the ordinance should be in February 2007.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF EXPENSES

DISCUSSION: None required.

ACTION: The bills were approved as presented. **MOTION:** Wilson-Goldizen.

FOLLOW UP: None required.

AGENDA ITEM: ADJOURNMENT

DISCUSSION: None required.

ACTION: There being no further business coming before the commission, the meeting adjourned.

MOTION: Wilson-Barger.

FOLLOW UP: None required.

James E. Wilson Jr.
PRESIDENT

ATTEST:
Harold G. Hiser
CLERK OF THE COUNTY COMMISSION

2-13-07
DATE APPROVED

STATE OF WEST VIRGINIA GRANT COUNTY CLERK'S OFFICE

I, Harold G. Hiser, Clerk of Grant County Commission, do hereby certify that this foregoing is a true and correct copy and transcript from the record of my office.

Given under my hand and seal of the said commission at Petersburg West Virginia, this the 29th day of February, 20 08

HAROLD G. HISER, CLERK GRANT COUNTY COMMISSION

BY Angela B VanMeter DEPUTY

GRANT COUNTY COMMISSION
PETERSBURG, WEST VIRGINIA 26847

GRANT COUNTY COMMISSION MINUTES

Date: May 10, 2005 **Time:** 9:30 a.m. **Location:** Lower Level Grant County Courthouse Conference Room

Commissioners:
Charles L. Goldizen, Jr., President
Jeffrey S. Barger
James L. Wilson, Jr.

Reporters:
Tom Hencke
Sharon L. Van Meter

AGENDA ITEM: President Goldizen called the meeting to order at 9:30 a.m.

AGENDA ITEM: APPROVAL OF THE MINUTES OF APRIL 26, 2005

DISCUSSION: President Goldizen presented the minutes of April 26, 2005 for approval.

ACTION: The commission approved the minutes of April 26, 2005 as presented. **MOTION:** Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF THE SPECIAL SESSION MINUTES OF MAY 3, 2005

DISCUSSION: President Goldizen presented the special session minutes of May 3, 2005 for approval.

ACTION: The commission approved the special session minutes of May 3, 2005 as presented. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: EXECUTIVE SESSION

DISCUSSION: None required.

ACTION: The commission convened into an executive session at 9:35 a.m., to discuss the budget (6-9A-4), with Ms. Alicia Reel, Chief Financial Officer. **MOTION:** Barger-Wilson. The commission came out of executive session with no action being taken at 10:07 a.m.

FOLLOW UP: None required.

AGENDA ITEM: MR. WILBUR KEFFER'S APPOINTMENT TO THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT (MTPSD)

DISCUSSION: President Goldizen explained that at the prior regularly scheduled commission meeting of April 26, 2005, Ms. Ginger E. Bosley had been appointed to serve as a member of the MTPSD district. It has been brought to the attention of the commission that Ms. Bosley does not live within the boundary of the MTPSD and therefore is unable to serve in this capacity.

Commissioner Goldizen requested the appointment of Mr. Wilbur Keffer, of Mt. Storm, to the MTPSD.

ACTION: The commission authorized the appointment of Mr. Wilbur Keffer, of Mt. Storm, to the MTPSD Board of Director's. Mr. Keffer's appointment to the MTPSD was effective immediately and expires on May 10, 2011. **MOTION:** Wilson-Barger

FOLLOW UP: None required.

AGENDA ITEM: MS. BARBARA SMITH'S APPOINTMENT TO THE GRANT COUNTY PUBLIC SERVICE DISTRICT (GCPSD)

DISCUSSION: President Goldizen requested the appointment of Ms. Barbara Smith to the Grant County Public Service District (GCPSD) to fill the unexpired term of Ms. Juanita Lloyd.

ACTION: The commission authorized the appointment of Ms. Barbara Smith to the Grant County Public Service District (GCPSD). Ms. Smith's appointment was effective immediately and will expire on November 11, 2006. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: FINANCIAL STATEMENT AND MONTHLY BANK RECONCILIATION SETTLEMENT

DISCUSSION: President Goldizen requested the minutes reflect the commission reviewed the financial statement and the monthly bank reconciliation statement for the month ending April 29, 2005.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: REAPPOINTMENT OF MS. JOYCE STEWART - GRANT COUNTY BOARD OF HEALTH

DISCUSSION: President Goldizen presented a letter from the Grant County Board of Health explaining that Ms. Joyce Stewart's term will expire on June 30, 2005. Chairman of the Board of Health Steve Judy requested the commission reappoint Ms. Stewart for another term.

ACTION: The commission authorized the reappointment of Ms. Joyce Stewart to a subsequent term of office on the Grant County Board of Health Board of Directors. Ms. Stewart's appointment will expire on June 30, 2010. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: APPOINTMENT OF MR. HENRY KOPPLE TO THE POTOMAC HEADWATERS RC&D COUNCIL

DISCUSSION: President Goldizen presented a request from the Potomac Headwaters RC&D Council for the reappointment of Mr. Henry Kopple.

ACTION: The commission authorized the reappointment of Mr. Henry Kopple to serve a subsequent term on the Potomac Headwaters RC&D Council. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: REAPPOINTMENT OF MR. LEE THOMPSON TO THE POTOMAC VALLEY TRANSIT AUTHORITY

DISCUSSION: President Goldizen presented a letter from the Potomac Valley Transit Authority requesting the reappointment of Mr. Lee Thompson to another term of office on the Potomac Valley Transit Authority's Board of Directors.

ACTION: The commission authorized the approval of the reappointment of Mr. Lee Thompson to the Potomac Valley Transit Authority's Board of Directors. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: DNR LEASE AGREEMENT POSTPONED

DISCUSSION: President Goldizen presented the lease agreement between the Grant County Commission and the West Virginia Division of Natural Resources (DNR) for office space for the period of July 2005 through June 2006.

ACTION: The commission agreed to postpone the approval of the lease agreement between the commission and the West Virginia Division of Natural Resources (DNR) for office space until the next regular commission's meeting. **MOTION:** Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: DIGITAL CAMERAS FOR THE SHERIFF'S DEPARTMENT

DISCUSSION: President Goldizen presented the commission a Local Law Enforcement Block Grant award for the purchase of digital cameras. This funding is for the total amount of $800.00 and requires President Goldizen's endorsement.

ACTION: The commission authorized President Goldizen to execute the Local Law Endorsement Block Grant award for the acceptance of $800.00, for the sheriff's department to purchase digital cameras. **MOTION:**

Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: BUDGET REVISIONS

DISCUSSION: The commission reviewed the budget revisions prepared by Ms. Alicia Reel, Chief Financial Officer, for departments #718-Flood Control and #408-Statewide Computer Network.

ACTION: The commission authorized approval the above referenced budget revisions. **MOTION:** Barger-Wilson.

FOLLOW UP: None required

AGENDA ITEM: COMMUNITY PARTNERSHIP GRANT AWARD ACCEPTANCE

DISCUSSION: Grant County Administrator Ms. Cindy Whetsell presented the commission a Community Partnership Grant Award for the Grant County Courthouse Annex. This grant funding is for the total amount of $25,000.00 and requires President Goldizen's endorsement.

ACTION: The commission authorized President Goldizen to execute the Community Partnership Grant Award for the acceptance of the grant award for the Grant County Courthouse Annex in the amount of $25,000.00. **MOTION:** Wilson-Barger.

FOLLOW UP: None required.

AGENDA ITEM: ACTIONS OF THE CLERK

DISCUSSION: None required

ACTION: The commission hereby orders the following actions taken by the clerk in vacation of the commission be approved:

-Wills lodged in the Clerk's office: None;
-Wills admitted to probate: John Byron Hawse, James Richard Smith;
-Qualification Order Granted in the Following Estates: John Byron Hawse, Rebecca A. Hawse; James Richard Smith, Nan Smith, Executrix; Sheriff Art Puffenbarger, Committee for Allen Simmons.

MOTION: Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF EXONERATIONS

DISCUSSION: None required.

ACTION: The commission and Prosecuting Attorney Dennis DiBenedetto and Assessor Ralph Layton approved the following exonerations:

-Matthew Ours, Grant District, amounting to $93.51 per half, being property taxes for the 2003,
-Matthew Ours, Grant District, amounting to $93.50 per half, being property taxes for the 2004,
-Alvin & Karen Merritt, Union District, amounting to $33.66 per half, being property taxes for the 2004 tax year. **MOTION:** Barger-Wilson.

FOLLOW UP: None required.

AGENDA ITEM: DENIAL OF EXONERATION

DISCUSSION: None required.

ACTION: The commission, Prosecuting Attorney Dennis DiBenedetto and Assessor Ralph Layton denied of the approved the following exoneration:

-Roscoe W. Hinkle, Milroy District, amounting to $57.76 per half, being personal property taxes for the 2004 tax year.

ACTION: None required.

AGENDA ITEM: SHERIFF ART PUFFENBARGER - OFFICE MODIFICATIONS

DISCUSSION: Sheriff Art Puffenbarger appeared before the commission to review and explain office modifications he is interested in implementing for the Grant County Sheriff's Tax Office. Sheriff Puffenbarger explained these modifications would provide a safer office for the Sheriff's Tax Office employees. Sheriff

Puffenbarger explained most of the modifications could be constructed by the maintenance office, although he would obtain a cost estimate.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: PROBATION OFFICER LARRY WADE

DISCUSSION: Probation Officer Larry Wade appeared before the commission to introduce himself to the commission and request office space for him to assist him with conducting business. Probation Officer Wade serves Mineral and Grant counties and is appointed by the state to serve as a probation officer for the courts.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: APPROVAL OF EXPENSES

DISCUSSION: None required.

ACTION: The bills were approved as presented. **MOTION:** Barger-Goldizen.

FOLLOW UP: None required.

AGENDA ITEM: PROSECUTING ATTORNEY DENNIS DIBENEDETTO - OFFICE CHANGES

DISCUSSION: Prosecuting Attorney Dennis DiBenedetto appeared before the commission to discuss moving forward with construction changes required for his office to relocate into the former magistrates office. Prosecuting Attorney DiBenedetto explained the former magistrate's office is in need of new carpeting and requires a new paint job. The commission requested Prosecuting Attorney DiBenedetto to obtain a cost estimate for the new carpeting.

ACTION: None required.

FOLLOW UP: None required.

AGENDA ITEM: ADJOURNMENT

DISCUSSION: None required.

ACTION: There being no further business coming before the commission, the meeting adjourned. **MOTION:** Barger-Goldizen.

FOLLOW UP: None required.

Clark L. Holloway
President

Attest:

Harold G. Hiser
Clerk County Commission

5/24/05
Date

STATE OF WEST VIRGINIA GRANT COUNTY CLERK'S OFFICE

I, Harold G. Hiser, Clerk of Grant County Commission, do hereby certify that this foregoing is a true and correct copy and transcript from the record of my office.

Given under my hand and seal of the said commission at Petersburg West Virginia, this the 29th day of February, 20 08

HAROLD G. HISER, CLERK GRANT COUNTY COMMISSION

BY Virginia K Canmack ~~DEPUTY~~

MT. TOP PUBLIC SERVICE DISTRICT

P.O. Box 236, Mt. Storm, West Virginia 26739 • Phone (304) 693-7667

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

I, Steve D. Jackson, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the Chairman of the Mt. Top Public Service District, to the best of my skill and judgment, so help me God.

Steve D. Jackson

Sworn and subscribed to me, this undersigned authority, this 19th day of January 2009.

Diane Larie Junkins, Notary Public

STATE OF WEST VIRGINIA, GRANT COUNTY TO-WIT:

I, Diane Larie Junkins, Notary for the State of West Virginia, Grant County, do hereby certify that the forgoing is a true and complete copy of the Oath of Office for Steve D. Jackson, as Chairman of the Board of Directors of the Mt. Top Public Service District.

Given under my hand the Notary Seal of Grant County, West Virginia, this the 19th day of January, 2009.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANE LARIE JUNKINS
PO BOX 206
MT. STORM, WV 26739
My commission expires July 15, 2018

Diane Larie Junkins, Notary Public

My Commission expires July 15, 2018.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law.
Complaints of discrimination may be filed with the Secretary of Agriculture, USDA, Washington, DC 20250-0700

MT. TOP PUBLIC SERVICE DISTRICT

P.O. Box 236, Mt. Storm, West Virginia 26739 • Phone (304) 693-7667

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

I, Wilbur Keefer, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the Treasurer, of the Mt. Top Public Service District, to the best of my skill and judgment, so help me God.

Wilbur Keefer

Sworn and subscribed to me, this undersigned authority, this 18th day of May, 2005.

Diane Larie Junkins

Diane Larie Junkins, Notary

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

I, Diane Larie Junkins, Notary for the State of West Virginia, Grant County, do hereby certify that the foregoing is a true and complete copy of the Oath of Office for Treasurer, as a member of the Mt. Top Public Service District.

Given under my hand the Notary Seal of Grant County, West Virginia, this the 18th day of May, 2005.

Diane Larie Junkins

Diane Larie Junkins, Notary

My commission expires: July 15, 2008

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANE LARIE JUNKINS
P. O. BOX 206
MT. STORM, WV 26739
My commission expires July 15, 2008

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MT. TOP PUBLIC SERVICE DISTRICT

P.O. Box 236, Mt. Storm, West Virginia 26739 • Phone (304) 693-7667

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

I, Douglas Lyons, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the Secretary of the Mt. Top Public Service District, to the best of my skill and judgment, so help me God.

Sworn and subscribed to me, this undersigned authority, this 15th day of January, 2007.

Diane Larie Junkins, Notary

STATE OF WEST VIRGINIA, GRANT COUNTY TO-WIT:

I, Diane Larie Junkins, Notary for the State of West Virginia, Grant County, do hereby certify that the forgoing is a true and complete copy of the Oath of Office for Douglas Lyons, as Secretary of the Board of Directors of the Mt. Top Public Service District.

Given under my hand the Notary Seal of Grant County, West Virginia, this the 15th day of January, 2007.

Diane Larie Junkins, Notary

My commission expires July 15, 2008

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANE LARIE JUNKINS
P. O. BOX 205
MT. STORM, WV 26739
My commission expires July 15, 2008

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RULES OF PROCEDURE

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: MOUNTAIN TOP PUBLIC SERVICE DISTRICT.

Section 2. The principal office of Mountain Top Public Service District (the "District") will be located on Bismark Road, Mt. Storm, Grant County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Mountain Top Public Service District, and in the center shall be inscribed the corporate seal.

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Board of the District (the "Board") shall be those persons appointed by The County Commission of Grant County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the 3rd Monday of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Board, two (2) members shall constitute a quorum. Each member of the Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least two (2) days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted. No business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of the Board, and the date, time, place and purpose of all special meetings of the Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. **Regular Meetings**. A notice shall be posted and maintained by the Secretary of the Board at the front door or bulletin board of the office of the District and, if different from the office, at the front door or bulletin board of the place fixed for regular meetings of the Board not less than three (3) business days before a regularly scheduled meeting

is to be held, stating the date, time and place fixed and entered of record by the Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Board not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. **Special Meetings**. A notice shall be posted by the Secretary of the Board at the front door or bulletin board of the office of the District and at the front door or bulletin board of the place fixed for the regular meetings of the Board not less than two (2) 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. In addition, a copy of the agenda listing the matters requiring official action that may be addressed at the meeting for each special meeting shall be posted at the same locations by the Secretary of the Board not less than two (2) business days before such special meeting is to be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

For the purposes of calculating the number of days in any notice period based upon business days, Saturdays, Sundays, legal holidays and the day of the meeting are not counted.

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall

be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 17th day of March, 2008.

Steve D Jackson
Chairman

Secretary

02.21.08
640480.99001

CH843995.1

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Refunding Revenue Bonds, Series 2009 A

MINUTES ON ELECTION OF OFFICERS FOR YEAR 2009,
ADOPTION OF BOND RESOLUTION AND SUPPLEMENTAL RESOLUTION

The undersigned Secretary of the Public Service Board of Mountain Top Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Mountain Top Public Service District met in regular session, pursuant to notice duly given, on the 20th day of January, 2009, at Mt. Storm, West Virginia, at the hour of 4:30 p.m.

PRESENT:	Steve D. Jackson	-	Chairman
	Douglas Lyons	-	Secretary
	Wilbur Keefer	-	Treasurer

ABSENT: None

Steve D. Jackson, acted as Chairman, presided, and Douglas Lyons, acted as Secretary.

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

Thereupon, following nomination and vote for each office, the following members were elected to the following offices for the 2009 calendar year:

Steve D. Jackson	-	Chairman
Douglas Lyons	-	Secretary
Wilbur Keefer	-	Treasurer

Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE WATER REVENUE BONDS, SERIES 1976 AND WATER REVENUE BONDS, SERIES 1979, OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT THROUGH THE ISSUANCE BY THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT OF NOT MORE THAN $270,000 IN AGGREGATE PRINCIPAL

AMOUNT OF WATER REFUNDING REVENUE BONDS, SERIES 2009 A; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Douglas Lyons and seconded by Wilbur Keefer, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO DATE, MATURITY, INTEREST RATE AND OTHER TERMS OF THE WATER REFUNDING REVENUE BONDS, SERIES 2009 A, OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE BRANCH BANKING AND TRUST COMPANY; 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 Douglas Lyons and seconded by Wilbur Keefer, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

*** *** ***

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

CERTIFICATION

I further hereby certify that the foregoing action of said Public Service Board remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 20th day of January, 2009.

Secretary

01.20.09
640480.00001

CH5074456.1

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF BOND RESOLUTION, SUPPLEMENTAL RESOLUTION, DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned SECRETARY of the Public Service Board of Mountain Top Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Mountain Top Public Service District met in regular session, pursuant to notice duly posted, on the 7th day of April, 2009, in Grant County, West Virginia, at the hour of 4:30 p.m.

PRESENT:

Steve Jackson, Chairman
Wilbur Keefer, Treasurer
Douglas Lyons, Secretary

ABSENT:

None.

Steve Jackson, Chairman, presided, and Douglas Lyons, acted as Secretary. The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE

DISTRICT OF $2,673,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (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.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Wilbur Keefer and seconded by Douglas Lyons, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE 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; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Wilbur Keefer and seconded by Douglas Lyons, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Wilbur Keefer and seconded by Douglas Lyons, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Chairman 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 Wilbur Keefer and seconded by Douglas Lyons, 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 Mountain Top Public Service District and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 16th day of April, 2009.

Secretary

04.03.09
640480.99001

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 16-Apr-09

(See Reverse for Instructions)

ISSUE: Mountain Top Public Service District
Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)

ADDRESS: WVSR 42 and US Rt 50, Bismarck Road, PO Box 236 Mt. Storm, WV 26739 COUNTY: Grant

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 16-Apr-09

CLOSING DATE: 16-Apr-09

ISSUE AMOUNT: 2,673,000

RATE: 0%

1ST DEBT SERVICE DUE: 1-Dec-10

1ST PRINCIPAL DUE 1-Dec-10

1ST DEBT SERVICE AMOUNT $17,358

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: Miners & Merchants Bank
Contact: Patty Flanagan
Phone: 304.693.7675

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Diane Junkins
Position: Manager
Phone: 304.693.7667

OTHER:
Agency: West Virginia Inftrastructure & Jobs Development Council
Contact: Angela Chestnut
Position: Executive Director
Phone: 304.558.4607

DEPOSITS TO MBC AT CLOSE
By: _____ Wire _____ Check

_____ Accrued Interest: $
_____ Capitalized Interest: $
_____ Reserve Account: $
_____ Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: _____ Wire _____ Check _____ IGT

_____ To Escrow Trustee $
_____ To Issuer $
_____ To Cons. Invest. Fun $
_____ To Other: _____ $

NOTES: The Series 2009 B Bonds Reserve Account will be funded over 10 years

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Miners and Merchants Bank, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Mountain Top Public Service District (the "Issuer") adopted April 7, 2009, and the Supplemental Resolution of the Issuer adopted April 7, 2009 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated April 16, 2009, issued in the principal amount of $2,673,000 (the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 16th day of April, 2009

MINERS AND MERCHANTS BANK

By:_____
Its: Authorized Officer

03.26.09
640480.99001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(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 Mountain Top Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated April 16, 2009, issued in the principal amount of $2,673,000 (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 16th day of April, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

03.26.09
640480.99001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(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 Bonds of Mountain Top Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Water Revenue Bond, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, dated April 16, 2009, in the principal amount of $2,673,000, numbered BR-1, was registered as to principal only 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 16th day of April, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

03.26.09
640480.99001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 16th day of April, 2009, by and between MOUNTAIN TOP PUBLIC SERVICE DISTRICT, a public 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 $2,673,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in fully registered form (the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted April 7, 2009, and the Supplemental Resolution of the Issuer duly adopted April 7, 2009 (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 Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the

exclusion of interest on the Bonds from gross income for federal income tax purposes, 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: Mountain Top Public Service District
P.O. Box 236
Mt. Storm, West Virginia 26739
Attn: Chairman

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 and deliver the Bonds in accordance with the Bond Legislation.

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 day and year first written about.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve D. Jackson
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

03.27.09
640480.99001

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 day and year first written about.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

03.27.09
640480.99001

PWSID# WV3301205

10-149 permit

State of West Virginia

end-Randy W
Matt F

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL AND WASHINGTON STREETS 1 DAVIS SQUARE, STE 200 CHARLESTON, WV 25301
Telephone (304) 558-2981

PERMIT

(Water)
PROJECT: Mountain Top PSD Water System Extension & Improvements **PERMIT NO.:** 17,983

LOCATION: Gormania, Mt. Storm **COUNTY:** Grant **DATE:** 5-15-2008

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Mountain Top Public Service District
P. O. Box 236
Mount Storm, West Virginia 26739

is hereby granted approval to: install approximately 600 LF of 8"; 28,800 LF of 6"; and 16,100 LF of 4" water line; add a 50 GPM constant pressure duplex water booster station; add an 80 GPM duplex water booster station; add two (2) pressure reducing stations; clean & repaint five (5) existing water storage tanks; add a radio controlled telemetry system; and make improvements to the existing Mill Run Reservoir Dam; and all necessary valves and appurtenances.

Facilities are to serve 54 new residential customers in the Arnold Mine Road, Bismarck Road, and Cherry Ridge Road areas; and all existing customers in the Mountain Top Public Service District.

Note: This permit is contingent upon all new water line and storage tanks being disinfected, flushed, and bacteriologically tested prior to use.

The Environmental Engineering Division of the **OEHS Kearneysville District Office**, (304) 725-9453, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR

William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:bms

pc: Thrasher Engineering, Inc.
James W. Ellars, P.E.
Amy Swann, PSC
Grant County Health Department
OEHS-EED Kearneysville DO

RECEIVED
MAY 19 2008
THRASHER ENGINEERING, INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE 04/09/09

PRODUCER
WVCORP
104 CHURCH AVE. SE
ROANOKE VA 24011

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

INSURED
GRANT COUNTY
5 HIGHLAND AVE.
PETERSBURG, WV 26847

Company A: West Virginia Counties Group Self Insurance Risk Pool
Company B:
Company C:
Company D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY ☑ Commercial General Liability ☐ Claims Made ☑ Occur ☐ Owners & Contractors Prot ☐	WV-MA-026-08	7/1/2008	7/1/2009	General Products- Comp/OP Personal & ADV Injury Each Occurrence Fire Damage (Any one fire) Med Exp (Any one person)	$ $ $ $ $ $	2,000,000 2,000,000 2,000,000 2,000,000 100,000 0
A	AUTOMOBILE LIABILITY ☑ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	WV-MA-026-08	7/1/2008	7/1/2009	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	$ $ $ $	2,000,000
A	LAW ENFORCEMENT LIABILITY	WV-MA-026-08	7/1/2008	7/1/2009	Each Wrongful Act Deductible	$ $	2,000,000 10,000
A	PUBLIC OFFICIALS LIABILITY INCLUDING EMPLOYMENT PRACTICES LIABILITY	WV-MA-026-08	7/1/2008	7/1/2009	Each Loss Annual Aggregate Deductible	$ $ $	2,000,000 2,000,000 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Proprietor/Partners /Executive Officers Are ☐ Incl ☐ Excl				☐ WC Statutory Limits ☐ Other EL Each Accident EL Disease-Policy Limit EL Disease-Each Emp.	$ $ $	
A A A A	OTHER Property Auto Physical Damage Crime Boiler & Machinery	WV-MA-026-08 WV-MA-026-08 WV-MA-026-08 WV-MA-026-08	7/1/2008 7/1/2008 7/1/2008 7/1/2008	7/1/2009 7/1/2009 7/1/2009 7/1/2009	$2,500 Deductible/Blanket per schedule on file $1,000 Deductible Comprehensive & Collision $250,000 Blanket, $250 Deductible $1,000 Deductible/Blanket per schedule on file		

Description of Operations/Locations/Vehicles/Special Items: RE: Moutain Top PSD. Cert holder is LOSS PAYEE

CERTIFICATE HOLDER
WEST VIRGINIA WATER DEVELOPMENT AUTH
180 ASSOCIATION DR
CHARLESTON, WV 25301

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Carol Jordan

CC: 000 0559
*SB002 GP09312837 11473 #N: 031: 000T: 001

ST PAUL TRAVELERS

INTRODUCTION

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: GP09312837

SAN ANTONIO
SUITE 105
2700 N E LOOP 410
SAN ANTONIO TX 78217

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company.** We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a

COUNTY GOVERNMENT
GRANT COUNTY COMMISSION
5 HIGHLAND AVENUE
PETERSBURG WV 26847

Your policy is composed of General Rules, an explanation of What To Do if You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 07/01/07 and will continue until 07/01/08

Your former policy number is automatically replaced: GP09312837

Your premium for the policy period shown is: $199,032.90

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

INCLUDES UMBRELLA EXCESS PREMIUM
WEST VIRGINIA FIRE AND CASUALTY SURCHARGE $1,040.90
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 556000318

Our authorized representative is:
4701292
WELLS FARGO INS OF WV
P.O. BOX 1551
CHARLESTON WV 25326-1551

Authorized Representative

Date 07/25/07

President

Secretary

Processing Date 07/17/07 14:02 001

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Certification of Bidder Regarding Compliance with the
WV Jobs Act (SB 103) WV Code 21-1C-1

WV JOBS ACT REQUIREMENTS

(a) Contractors shall hire at least 75% of employees for the project from the local labor market.
- At least two employees from outside local labor market permissible for each employer
- Employees shall have resided in the local labor market

(b) Any employer unable to employ the minimum number of employees from the local labor market shall provide the nearest office of the Division of Employment Services, Bureau of Employment Programs the following:
(1) the number of qualified employees needed; and
(2) a job description of positions to be filled

(c) If, within 3 business days following the placing of the job order with the Division of Employment Services (the "Division"), the Division is unable to refer any qualified applicants to the employer or refers less qualified job applicants than the number requested, then the Division shall issue a waiver to the employer stating the unavailability of applicants and permit the employer to fill any positions covered by the waiver from outside the local labor market.

CONTRACTOR REQUIREMENTS

The contractor hereby agrees to the following:

(a) The contractor will comply with the Act and will file or cause to be filed with the WV Division of Labor and the Infrastructure Council copies of waiver certificates and certified payrolls as required by the Act, or other comparable documents that include the number of employees, the county and state where the employees reside and their occupation

(b) the contractor will follow the procedure established by the Division of Labor for effioient collection of the data;

(c) the contractor will ensure that each subcontract for shall contain provisions conforming to the requirement of the Act

(d) the contractor will provide with each pay requisition a certification that the contract is in compliance with the Act

Name & Title of Signer (Please type) Leslie Phillips Jr. Pres.	
Signature	Date 2-12-09

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

WATER REFUNDING REVENUE BONDS, SERIES 2009 A

BOND RESOLUTION

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MOUNTAIN TOP PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE REFUNDING OF THE WATER REVENUE BONDS, SERIES 1976 AND WATER REVENUE BONDS, SERIES 1979, OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT THROUGH THE ISSUANCE BY THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT OF NOT MORE THAN $270,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REFUNDING REVENUE BONDS, SERIES 2009 A; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any ordinance, order or resolutions supplemental hereto, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law.

Section 1.02. Findings. A. It is hereby found, determined and declared that: A Mountain Top Public Service District (the "Issuer") is a public service district and political subdivision of the State of West Virginia in Grant County of said State.

B. The Issuer now owns and operates a public waterworks system. The refunding of the GMAC Bonds, as hereinafter defined, hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The Issuer has heretofore issued its Water Revenue Bonds, Series 1976, dated November 10, 1976, issued in the original aggregate principal amount of $582,000 (the "Series 1976 Bonds") and Water Revenue Bonds, Series 1979, dated July 27, 1980, issued in the

original aggregate principal amount of $97,500 (the "Series 1979 Bonds" and collectively with the Series 1976 Bonds, the "GMAC Bonds").

D. It is in the best interest of the Issuer that the GMAC Bonds be currently refunded in order to allow the Issuer to take advantage of the interest savings.

E. It is deemed necessary for the Issuer to issue its Water Refunding Revenue Bonds, Series 2009 A (the "Series 2009 A Bonds") in the total aggregate principal amount of not more than $270,000 to pay in full the principal of and interest accrued on the GMAC Bonds, to fund the Series 2009 A Bonds Reserve Account, as hereinafter defined, and to pay costs of issuance thereof and related costs.

F. It is in the best interest of the Issuer that the Series 2009 A Bonds be sold to the Purchaser (as hereinafter defined) pursuant to the terms and provisions of the commitment letter of the Purchaser.

G. The Issuer has complied with all requirements of West Virginia law relating to authorization of the refunding of the GMAC Bonds, and the issuance of the Series 2009 A Bonds, or will have so complied prior to issuance of the Series 2009 A Bonds.

H. Upon the refunding of the GMAC Bonds, there are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds as to liens, pledge and source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (the "Series 1989 Bonds" or the "Prior Bonds").

The Issuer has complied with all requirements of West Virginia law relating to authorization of the Project, and issuance of the Series 2009 A Bonds, including, among other things and without limitation, the approval of the Project and the financing thereof by the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2009 A Bonds or such final order will not be subject to appeal.

Prior to the issuance of the Series 2009 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests, if any, of the Prior Bonds are met and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2009 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no Outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with all covenants of the Prior Bonds and the Prior Resolution.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 A Bonds by those who shall be the Registered Owner 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 Registered Owner, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2009 A Bonds, all of 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 Chapter 16, Article 13A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

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

"Board" or "Governing Body" means the Board of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Board as presently constituted.

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

"Bond Legislation," "Resolution" or "Bond Resolution" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" or "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 2009 A Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder of by another resolution of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Bonds for all or a portion of the proceeds thereof representing the purchase price of the Bonds by the Purchaser.

"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.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns.

"FDIC" means the Federal Deposit Insurance Corporation or 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.

"GMAC Bonds" means collectively, the Series 1976 Bonds and the Series 1979 Bonds.

"GMAC Resolution" means collectively the resolutions of the Issuer authorizing the GMAC Bonds.

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

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

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts.

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

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

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

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

"Net Proceeds" means the face amount of the Series 2009 A Bonds, plus accrued interest and premium, if any, and less original issue discount, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2009 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, fees and expenses of fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as hereinafter defined), 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

Series 2009 A Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding" when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) 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); (iii) any Bond deemed to have been paid as provided in Article IX hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, and Bonds registered to the Issuer.

"Parity Bonds" means additional Parity Bonds issued under the provisions and within the limitations prescribed by Section 5.04 hereof.

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

"Prior Bonds" means the Series 1989 Bonds.

"Prior Resolution" means, collectively, the resolutions authorizing the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

"Purchaser" means the purchaser or purchasers of the Series 2009 A Bonds directly from the Issuer designated as such in the Supplemental Resolution and its successors and assigns.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

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

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by Prior Resolution.

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

"Series 1976 Bonds" means the Issuer's Water Revenue Bonds, Series 1976, dated November 10, 1976, issued in the original aggregate principal amount of $582,000.

"Series 1979 Bonds" means the Issuer's Water Revenue Bonds, Series 1979, dated July 27, 1980, issued in the original aggregate principal amount of $97,500.

"Series 1989 Bonds" means the Issuer's Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000.

"Series 2009 A Bonds" means the Water Refunding Revenue Bonds, Series 2009 A, authorized hereby to be issued pursuant to this Resolution.

"Series 2009 A Bonds Reserve Account" means the Series 2009 A Bonds Reserve Account created by Section 4.02 hereof.

"Series 2009 A Bonds Reserve Requirement" means the maximum annual debt service on the Series 2009 A Bonds.

"Series 2009 A Bonds Sinking Fund" means the Series 2009 A Bonds Sinking Fund created by Section 4.02 hereof.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the Supplemental Resolution authorizing the sale of the Series 2009 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2009 A Bonds and not so included may be included in another Supplemental Resolution.

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

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

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

ARTICLE II

AUTHORIZATION OF REFUNDING

Section 2.01. Authorization of Refunding. All GMAC Bonds Outstanding as of the date of issuance of the Series 2009 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be refunded and paid in full and the pledge of Net Revenues in favor of the Holders of the GMAC Bonds imposed by the GMAC Resolution, the monies in the funds and accounts created by the GMAC Resolution pledged to payment of the GMAC Bonds, and any other funds pledged by the GMAC Resolution to payment of the GMAC Bonds are hereby ordered terminated, discharged and released upon such payment to the Holders of the GMAC Bonds. Contemporaneously with the payment in full of the GMAC Bonds, the amounts on deposit in the sinking fund, and all other funds and accounts created and maintained on behalf of the GMAC Bonds, shall be released from the lien created by the GMAC Resolution. The portion of the proceeds of the Series 2009 A Bonds hereby authorized to be applied towards the refunding of the GMAC Bonds shall be applied as provided in Article III hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS

Section 3.01. Authorization of Bonds. For the purpose of refunding the GMAC Bonds, funding the Series 2009 A Bonds Reserve Account and paying certain costs of issuance and related costs not otherwise provided for, or any all of such purposes, there is hereby authorized to be issued the Water Refunding Revenue Bonds, Series 2009 A, of the Issuer, in the aggregate principal amount of not more than $270,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution.

Section 3.02. Terms of Bonds. The Series 2009 A Bonds shall be issued in single form, numbered AR-1, and only as a fully registered Bond. The Series 2009 A Bonds shall be dated such date; shall be in such principal amount, not to exceed $270,000; shall bear interest at such rate or rates, not exceeding the then legally permissible limit on such dates; shall mature on such dates and in such amounts; and shall be subject to such repayment or redemption, prepayment penalty all as the Issuer shall prescribe in a Supplemental Resolution. The Series 2009 A Bonds shall be payable as to principal and interest at the office of the Paying Agent in any coin or currency which, on the dates of payment is legal tender for the payment of public or private debts under the laws of the United States of America.

Section 3.03. Execution of Bonds. The Series 2009 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 A Bonds shall cease to be such officer of the Issuer before the Series 2009 A Bonds so signed and sealed have been actually sold and delivered, the Series 2009 A Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. The Series 2009 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 2009 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 3.09 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 2009 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2009 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 any of the Series 2009 A Bonds, shall be conclusively deemed to have agreed that such Bond 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 Bond shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2009 A Bonds remain outstanding, the Issuer, through the Bond Registrar, shall keep and maintain books for the registration and transfer of the Series 2009 A Bonds.

The registered Series 2009 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 the Series 2009 A Bonds or transferring the registered Bonds are exercised, the Bonds shall be delivered in accordance with the provisions of this Bond Legislation. Any Series 2009 A Bond surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of the Series 2009 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 such 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 person requesting such exchange or transfer, as a condition precedent to the exercise of the privilege of making such transfer. The Bond Registrar shall not be obliged to make any such exchange or transfer of the Series 2009 A Bonds during the 15 days preceding a scheduled payment date on such Bonds or after notice of any prepayment of such Bonds has been given.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2009 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 Series 2009 A Bond of like tenor as the Bond 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 Series 2009 A 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 reasonable expenses as the Issuer and the Bond Registrar may incur. The Series 2009 A Bond 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 Series 2009 A 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 2009 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of

the Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds shall be secured forthwith by a lien on the Net Revenues derived from the System, in addition to the statutory mortgage lien on the System hereinafter provided, on a parity with the Prior Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2009 A Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2009 A Bonds as the same become due.

Section 3.09. Form of Bond. The text of the Series 2009 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:

[FORM OF BOND]

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
WATER REFUNDING REVENUE BONDS, SERIES 2009 A

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on this the _____ day of _____, 2009, MOUNTAIN TOP PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia in Grant 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 order of

BRANCH BANKING AND TRUST COMPANY

or registered assigns (the "Payee"), the principal sum of _____ DOLLARS ($_____), plus interest as follows:

A. Interest on this Bond shall be payable at a rate of ____% per annum (hereinafter sometimes called the "Tax-Exempt Rate"). Interest shall be computed on the basis of a year of 360 days and 30 days in a month.

B. Notwithstanding any other provision herein, in the event the interest on this Bond is declared to be includible in gross income for federal income tax purposes by the Internal Revenue Service ("Determination of Taxability"), interest on this Bond shall be payable at a rate of ____% per annum (hereinafter sometimes called the "Taxable Rate"). Interest at the Taxable Rate shall commence to accrue on the date of Determination of Taxability and such interest rate shall be charged retroactively and prospectively for all periods in which interest paid on this Bond is asserted, declared or determined to be includible in gross income for federal income tax purposes, and shall continue until the entire principal of and interest on this Bond are paid, notwithstanding that the entire principal amount of this Bond may have been paid in full prior to the Determination of Taxability. Any interest being past due on this Bond by reason of such increase shall become immediately due and payable.

C. This Bond shall be payable in ____ installments commencing on the 1st day of _____, 20___ and on the 1st day of each month thereafter, to and including _____, 20____. The monthly installments shall consist of principal and interest as listed on the attached debt service schedule attached hereto as EXHIBIT A.

D. All payments received by the Paying Agent on account of the Bond shall be applied first to payment of interest accrued on the Bond and next to payment of principal of the Bond. If not sooner paid, the entire principal amount of this Bond unpaid on _____, 20___ together with all accrued interest and any other sums due and owing upon this Bond shall be due and payable on such date.

The principal of and interest on this Bond is payable in any coin or currency which on the date of payment thereof is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond is subject to prepayment of the principal balance in whole on a scheduled payment date with a 1.0 % prepayment premium.

This Bond is issued to (i) refund the Issuer's Water Revenue Bonds, Series 1976, dated November 10, 1976, issued in the original aggregate principal amount of $582,000; refund the Issuer's Water Revenue Bonds, Series 1979, dated June 27, 1980, issued in the original aggregate principal amount of $97,500; (iii) funding the Series 2009 A Bonds Reserve Account; and (iv) to pay costs of issuance and related costs. The existing public waterworks facilities of the Issuer, and any further additions, improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and a Resolution duly adopted by the Issuer on _____, 2009, and a Supplemental Resolution, duly adopted by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof.

THE PRINCIPAL OF AND INTEREST ON THIS BOND IS PAYABLE ONLY FROM AND SECURED BY A PLEDGE OF THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM, ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT WITH THE ISSUER'S WATER REVENUE BONDS, SERIES 1989 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 11, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $276,000 (THE "SERIES 1989 BONDS" OR THE "PRIOR BONDS").

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 the source set forth above. Under the Bond Legislation, the Issuer has entered into certain covenants with the Payee, for the terms of which reference is made to said Bond Legislation. Remedies provided the Payee 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 Branch Banking and Trust Company, Charleston, West Virginia, as Registrar (the "Registrar") by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing.

Subject to such registration requirements, 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.

This Bond is hereby designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

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 have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside 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.

This Bond shall not be valid or obligatory unless authenticated and registered by the Registrar by the execution of the Registrar's Certificate of Authentication and Registration attached hereto and incorporated herein.

[Remainder of Page Intentionally Blank]

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

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

[SEAL]

By: _____
Its: Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is to certify that this Bond is described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above.

Date: _____, 2009

BRANCH BANKING AND TRUST COMPANY,
as Registrar

By: _____
Its: Authorized Officer

[Form of Assignment]

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

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.10. Sale of Bonds. The Series 2009 A Bonds shall be sold to the Purchaser contemporaneously with, or as soon as practicable and authorized and permitted by applicable law after, the adoption of the Supplemental Resolution; provided, that the Purchaser and the Issuer shall have agreed to the purchase thereof.

Section 3.11. Disposition of Bond Proceeds. From the monies received from the sale of the Series 2009 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2009 A Bonds, the Issuer shall forthwith wire from the proceeds of the Series 2009 A Bonds an amount as specified in supplemental resolution which is equal to the amount necessary to pay in full the entire principal of and interest accrued on the GMAC Bonds directly to the Holders of the GMAC Bonds.

B. Next, the Purchaser shall pay to the Municipal Bond Commission an amount as specified in the supplemental resolution which is equal to the amount necessary to fully fund the Series 2009 A Bonds Reserve Account.

C. Next, the Purchaser shall pay the costs of issuance of the Series 2009 A Bonds.

Section 3.12. Designation of Bonds "Qualified Tax-Exempt Obligations." The Issuer hereby designates the Series 2009 A Bonds as "qualified tax-exempt obligations" for the purpose of Section 265(b)(3)(B) of the Code and covenants that the Bond does not constitute private activity bonds as defined in Section 141 of the Code, and that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding, however, obligations issued to currently refund any obligation of the Issuer to the extent the amount of the refunding obligation does not exceed the amount of the refunded obligation and private activity bonds, other than 501(c)3 Bonds, as defined in Section 141 of the Code), including the Series 2009 A Bonds, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during calendar year 2009.

ARTICLE IV

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01. 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 and the Issuer and from each other:

(1) Revenue Fund (established by Prior Resolution and hereby continued);

(2) Reserve Fund (established by Prior Resolution for the Series 1989 Bonds and hereby continued);

(3) Renewal and Replacement Fund (established in Prior Resolution as the Depreciation Reserve and hereby renamed and continued); and

(4) Series 2009 A Bonds Proceeds Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with (or continued if previously established by the Prior Resolution) and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2009 A Bonds Sinking Fund; and

(2) Series 2009 A Bonds Reserve Account.

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

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

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

(1) The Issuer shall next, each month, pay from the monies in the Revenue Fund all current Operating Expenses.

(2) The Issuer shall first, on the first of each month, transfer from the Revenue Account and simultaneously (i) remit to the National Finance Office the amount required by Prior Resolution to pay interest on the Series 1989 Bonds; and (ii) remit to the Commission the amounts required to pay the interest on the Series 2009 A Bonds.

(3) The Issuer shall next, on the first of each month, transfer from the Revenue Account and simultaneously (i) remit to the National Finance Office the amount required by Prior Resolution to pay principal on the Series 1989 Bonds; and (ii) remit to the Commission the amount required to pay the principal on the Series 2009 A Bonds. All payments with respect to principal of and interest on the Prior Bonds and the Series 2009 A Bonds shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(4) The Issuer shall next, on the first of each month, transfer from the Revenue Account and simultaneously (i) remit to the Depository Bank the amount required for deposit into the Reserve Fund for the Series 1989 Bonds; and (ii) remit to the Commission for deposit into the Series 2009 A Bonds reserve Account the amount required to have on deposit therein the Series 2009 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement.

(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 ½% of the Gross Revenues each month (as previously set forth in the Prior Resolution and not in addition thereto), 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.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Prior Bonds and the Series 2009 A Bonds, pro rata, or for any lawful purpose.

Monies in the Series 2009 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2009 A Bonds as the same shall become due. Monies in the Series 2009 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2009 A Bonds as the same shall come due, when other monies in the Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2009 A Bonds Sinking Fund shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2009 A Bonds.

Any withdrawals from the Series 2009 A Bonds Reserve Account, which result in a reduction in the balance of such account to below the Reserve Requirement thereof, shall be restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2009 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 Accounts in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2009 A Bonds Sinking Fund, or the Series 2009 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

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

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 A Bonds Sinking Fund, and the Series 2009 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. If required by the Authority at anytime, 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 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2009 A Bonds, under the conditions and restrictions set forth herein.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank

should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

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

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

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

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

ARTICLE V

GENERAL COVENANTS

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

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

Section 5.03. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, except as provided in the Prior Resolution. So long as the Series 2009 A Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, without permission of the Purchaser unless the Series 2009 A Bonds are prepaid in full.

Section 5.04. Issuance of Additional Parity Bonds. So long as the Prior Bonds are outstanding, no additional Parity Bonds or obligations payable out of any of the Revenues of the System shall be issued, except as set forth in the Prior Resolution.

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

No such Parity Bonds shall be issued except for the purpose of financing the costs of the construction or acquisition of extensions, improvements or betterments to the System or refunding the Prior Bonds or the Bonds issued pursuant hereto or subsequent Parity Bonds, or any combination of such purposes.

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

(1) The Bonds Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding; and

(3) The 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 (a) the improvements to be financed by such Parity Bonds and (b) any increase in rates adopted by the Issuer, the period for appeal of which has expired prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be stated in the certificate of the Independent Certified Public Accountants.

The Net Revenues actually derived from the System during the 12-consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the period for appeal of which has expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holder of the Series 2009 A Bonds and the Holders of any Parity Bonds 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. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the Revenues of the System is subject to the prior and superior liens of the 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 lien on and source of and security for payment from such revenues, with the Bond.

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

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

(i) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in

an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion.

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

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

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

(v) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer.

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

(vii) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, so long as the Series 2009 A Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer with insurance carriers or bonding companies acceptable to Purchaser.

B. All insurance proceeds awarded to the Issuer that are not applied to the repair or replacement of the subject property damaged or destroyed, shall be applied by the Issuer to prepayment of the Bond, unless otherwise consented to in writing by the Bondholder.

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

Section 5.07. Fiscal Year; Budget. While the Series 2009 A Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated

and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

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

Section 5.08. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.09. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser within 60 days of completion. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.10. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2009 A Bonds are outstanding.

Section 5.11. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Recommended Decision of the Public Service Commission of West Virginia, entered on February 8, 2006 and Commission Order dated February 24, 2006, Case No. 05-0299-PWD-19A, which Recommended Decision and Commission Order are incorporated herein by reference as a part hereof.

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

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

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

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

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

ARTICLE VII

TAX COVENANTS

Section 7.01. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2009 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2009 A Bonds during the term thereof is, under the terms of the Series 2009 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2009 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2009 A Bonds during the term thereof is, under the terms of the Series 2009 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2009 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the project, or if the Series 2009 A Bonds is for the purpose of financing more than one project, a portion of the project, and shall not exceed the proceeds used for the governmental use of that portion of the project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2009 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2009 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2009 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2009 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions which would adversely affect such exclusion.

Section 7.02. Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2009 A Bonds which would cause the Series 2009 A Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2009 A Bonds) so that the interest on the Series 2009 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 7.03. Tax Certificate and Rebate. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2009 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2009 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. The Issuer shall pay, or cause to be paid, to the United States, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. The Issuer and the Depository Bank (at the expense of the Issuer) may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer or the Depository Bank may deem appropriate in order to assure compliance with this Section 7.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 7.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 8.01. Events of Default. A. Each of the following events shall constitute an "Event of Default" with respect to the Series 2009 A Bonds:

1. If default occurs in the due and punctual payment of the principal of or interest on the Series 2009 A Bonds; or

(A) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2009 A Bonds set forth in this Bond Legislation, any supplemental resolution, or in the Series 2009 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Paying Agent, Depository Bank, any other bank or banking association holding any fund or account hereunder or a Holder of a Series 2009 A Bonds;

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

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

Section 8.02. Remedies. Upon the happening and continuance of any Event of Default, the Registered Owner of the Series 2009 A Bonds 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 Owner 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 Series 2009 A 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 Owner of the Series 2009 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2009 A Bonds, or the rights of such Registered Owner.

No remedy by the terms of this Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or by statute. All rights and remedies of the Holders of the Series 2009 A Bonds shall be on a parity with those of the Holders of the Prior Bonds.

ARTICLE IX

DEFEASANCE

Section 9.01. Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holder of the Series 2009 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 this Bond Legislation and the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2009 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2009 A Bonds from gross income for federal income tax purposes.

The payment of the Series 2009 A Bonds with either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the principal installments of and interest on the Series 2009 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. The Series 2009 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Paying Agent, either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with other monies, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on the Series 2009 A Bonds on and prior to the maturity dates thereof. Neither securities nor monies deposited with the Paying Agent pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on the Series 2009 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on the Series 2009 A Bonds on and prior to the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Paying Agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE X

MISCELLANEOUS

Section 10.01. Amendment or Modification of Bond Legislation. This Bond Legislation may not be amended or modified after final passage without the prior written consent of the Registered Owner; provided, however, that this Bond Legislation may be amended without the consent of the Registered Owner as may be necessary to assure the exclusion of interest on the Series 2009 A Bonds from gross income of the Registered Owner for federal income tax purposes.

Section 10.02 Resolution Constitutes Contract. The provisions of the Resolution shall constitute a contract between the Issuer and the Holders of the Bonds, and no change, variation or alteration of any kind of the provisions of the Resolution shall be made in any manner, except as in this Resolution provided.

Section 10.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2009 A Bonds.

Section 10.04. Table of Contents and Headings. The table of contents and headings 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 10.05. Conflicting Provisions Repealed. All orders, indentures, or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict between this Resolution and the Prior Resolution, the Prior Resolution shall control, unless less restrictive, so long as the Prior Bonds are Outstanding.

Section 10.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 10.07. Effective Date. This Resolution shall take effect immediately upon adoption.

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Adopted this 20th of January, 2009.

Steve D. Jackson

Chairman

CERTIFICATION

Certified a true copy of a Bond Resolution duly adopted by the Board of the Mountain Top Public Service District on the 20th day of January, 2009.

Date: January 23, 2009.

[SEAL]

Secretary

640480.00001

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Refunding Revenue Bonds, Series 2009 A

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO DATE, MATURITY, INTEREST RATE AND OTHER TERMS OF THE WATER REFUNDING REVENUE BONDS, SERIES 2009 A, OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE BRANCH BANKING AND TRUST COMPANY; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Council (the "Governing Body") of the Mountain Top Public Service District (the "Issuer") has duly and officially adopted a resolution on January 20, 2009 (the "Bond Resolution"), entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE WATER REVENUE BONDS, SERIES 1976 AND WATER REVENUE BONDS, SERIES 1979 OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT THROUGH THE ISSUANCE BY THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT OF NOT MORE THAN $270,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REFUNDING REVENUE BONDS, SERIES 2009 A; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bond Resolution provides for the issuance of Water Refunding Revenue Bonds, Series 2009 A, of the Issuer (the "Bonds" or the "Series 2009 A Bonds"), in an aggregate principal amount of not more than $270,000, all in accordance

with Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"); and in the Bond Resolution, it is provided that the date, the maturity date, interest rate and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Bonds are proposed to be purchased by the Branch Banking and Trust Company, Charleston, West Virginia (the "Purchaser"), pursuant to the terms of the commitment letter dated January 7, 2009, a copy of which is attached hereto and made a part hereof (the "Commitment Letter"); and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted and that the date, the maturity date, the interest rate and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for.

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

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there is hereby authorized and ordered to be issued the Water Refunding Revenue Bonds, Series 2009 A, of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $270,000. The Series 2009 A Bonds shall be dated January 23, 2009, shall mature on November 10, 2016 and shall bear interest as follows:

A. Interest on the Bonds shall be payable at a rate of 3.860% per annum (hereinafter sometimes called the "Tax-Exempt Rate"). Interest shall be computed on the basis of a year of 360 days, and 30 days in a month.

B. Notwithstanding any other provision herein, in the event the interest on the Bonds is declared to be includible in gross income for federal income tax purposes by the Internal Revenue Service ("Determination of Taxability"), interest on the Bonds shall be payable at a rate of 5.79% per annum (hereinafter sometimes called the "Taxable Rate"). Interest at the Taxable Rate shall commence to accrue on the date of Determination of Taxability and such interest rate shall be charged retroactively and prospectively for all periods in which interest paid on the Bonds is asserted, declared or determined to be includible in gross income for federal income tax purposes, and shall continue until the entire principal of and interest on the Bonds are paid, notwithstanding that the entire principal amount of the Bonds may have been paid in full prior to the Determination of Taxability. Any interest being past due on the Bonds by reason of such increase shall become immediately due and payable.

C. The Bond shall be payable in 94 monthly installments, commencing February 10, 2009, and continuing on the tenth day of each month thereafter to and including November 10, 2016. The monthly installments shall consist of principal and interest and shall be as listed on the debt service schedule attached hereto as Exhibit A.

D. The Bond shall have a prepayment premium of 1% and may only be prepaid in full on a scheduled payment date.

E. All payments received by the Paying Agent on account of this Bond shall be applied first to payment of interest accrued on the Bond and next to payment of principal of this Bond. If not sooner paid, the entire principal amount of this Bond unpaid on November 10, 2016, together with all accrued interest and any other sums due and owing upon this Bond shall be due and payable on such date.

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

Section 3. The Issuer does hereby approve the terms of the Commitment Letter dated January 7, 2009.

Section 4. The Bonds shall be sold to the Branch Banking and Trust Company, Charleston, West Virginia, and shall be registered in the name of such bank. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 5. The Issuer does hereby appoint and designate the Branch Banking and Trust Company, Charleston, West Virginia, the Registrar for the Bonds.

Section 6. The Issuer does hereby appoint and designate the Municipal Bond Commission (the "Commission") as Paying Agent for the Bonds.

Section 7. The Issuer does hereby appoint and designate Miners & Merchant's Bank, Mout Storm, West Virginia as Depository Bank.

Section 8. A. Series 2009 A Bonds Proceeds in the amount of $213,497.99 shall be deposited with Capmark to net pay the entire outstanding balance of and all accrued interest on the Issuer's Water Revenue Bonds, Series 1976 (the "Series 1976 Bonds") at Closing.

B. Series 2009 A Bonds Proceeds in the amount of $45,450.74 shall be deposited with Capmark to net pay the entire outstanding balance of and all accrued interest on the Issuer's Water Revenue Bonds, Series 1979 (the "Series 1979 Bonds") at Closing.

Section 9. The Issuer will deposit the amount of $40,044 with the Commission to fund the Series 2009 A Bonds Reserve Account.

Section 10. The payment of the Series 1976 Bonds and Series 1979 Bonds with the proceeds of the Series 2009 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote health, welfare and safety of the residents of the Issuer.

Section 11. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

Section 12. The Chairman and Secretary are hereby authorized and directed to execute and deliver the Bonds and such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered to the Purchaser on or about January 23, 2009.

Section 13. The proceeds of the Series 2009 A Bonds shall be disbursed as shown on the Closing Memorandum attached hereto as Exhibit B.

Section 14. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 20th day of January, 2009.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

By: Steve D. Jackson
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of MOUNTAIN TOP PUBLIC SERVICE DISTRICT on the 20th day of January, 2009.

Date: January 23, 2009

[SEAL]

Secretary

EXHIBIT A

Debt Service Schedule

Mountain Top Public Service District, West Virginia
Refunding Bonds - Series 1976 & 1979

Compound Period ..... : Monthly

Nominal Annual Rate .... : 3.860 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/23/2009	270,000.00	1		
2	Payment	02/10/2009	3,328.75	94	Monthly	11/10/2016

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/23/2009				270,000.00
1	02/10/2009	3,328.75	521.10	2,807.65	267,192.35
2	03/10/2009	3,328.75	859.47	2,469.28	264,723.07
3	04/10/2009	3,328.75	851.53	2,477.22	262,245.85
4	05/10/2009	3,328.75	843.56	2,485.19	259,760.66
5	06/10/2009	3,328.75	835.56	2,493.19	257,267.47
2009 Totals		16,643.75	3,911.22	12,732.53	
6	07/10/2009	3,328.75	827.54	2,501.21	254,766.26
7	08/10/2009	3,328.75	819.50	2,509.25	252,257.01
8	09/10/2009	3,328.75	811.43	2,517.32	249,739.69
9	10/10/2009	3,328.75	803.33	2,525.42	247,214.27
10	11/10/2009	3,328.75	795.21	2,533.54	244,680.73
11	12/10/2009	3,328.75	787.06	2,541.69	242,139.04
12	01/10/2010	3,328.75	778.88	2,549.87	239,589.17
13	02/10/2010	3,328.75	770.68	2,558.07	237,031.10
14	03/10/2010	3,328.75	762.45	2,566.30	234,464.80
15	04/10/2010	3,328.75	754.20	2,574.55	231,890.25
16	05/10/2010	3,328.75	745.91	2,582.84	229,307.41
17	06/10/2010	3,328.75	737.61	2,591.14	226,716.27
2010 Totals		39,945.00	9,393.80	30,551.20	
18	07/10/2010	3,328.75	729.27	2,599.48	224,116.79
19	08/10/2010	3,328.75	720.91	2,607.84	221,508.95
20	09/10/2010	3,328.75	712.52	2,616.23	218,892.72
21	10/10/2010	3,328.75	704.10	2,624.65	216,268.07
22	11/10/2010	3,328.75	695.66	2,633.09	213,634.98
23	12/10/2010	3,328.75	687.19	2,641.56	210,993.42
24	01/10/2011	3,328.75	678.70	2,650.05	208,343.37
25	02/10/2011	3,328.75	670.17	2,658.58	205,684.79
26	03/10/2011	3,328.75	661.62	2,667.13	203,017.66
27	04/10/2011	3,328.75	653.04	2,675.71	200,341.95
28	05/10/2011	3,328.75	644.43	2,684.32	197,657.63
29	06/10/2011	3,328.75	635.80	2,692.95	194,964.68
2011 Totals		39,945.00	8,193.41	31,751.59	

Mountain Top Public Service District, West Virginia
Refunding Bonds - Series 1976 & 1979

	Date	Payment	Interest	Principal	Balance
30	07/10/2011	3,328.75	627.14	2,701.61	192,263.07
31	08/10/2011	3,328.75	618.45	2,710.30	189,552.77
32	09/10/2011	3,328.75	609.73	2,719.02	186,833.75
33	10/10/2011	3,328.75	600.98	2,727.77	184,105.98
34	11/10/2011	3,328.75	592.21	2,736.54	181,369.44
35	12/10/2011	3,328.75	583.41	2,745.34	178,624.10
36	01/10/2012	3,328.75	574.57	2,754.18	175,869.92
37	02/10/2012	3,328.75	565.71	2,763.04	173,106.88
38	03/10/2012	3,328.75	556.83	2,771.92	170,334.96
39	04/10/2012	3,328.75	547.91	2,780.84	167,554.12
40	05/10/2012	3,328.75	538.97	2,789.78	164,764.34
41	06/10/2012	3,328.75	529.99	2,798.76	161,965.58
2012 Totals		39,945.00	6,945.90	32,999.10	
42	07/10/2012	3,328.75	520.99	2,807.76	159,157.82
43	08/10/2012	3,328.75	511.96	2,816.79	156,341.03
44	09/10/2012	3,328.75	502.90	2,825.85	153,515.18
45	10/10/2012	3,328.75	493.81	2,834.94	150,680.24
46	11/10/2012	3,328.75	484.69	2,844.06	147,836.18
47	12/10/2012	3,328.75	475.54	2,853.21	144,982.97
48	01/10/2013	3,328.75	466.36	2,862.39	142,120.58
49	02/10/2013	3,328.75	457.15	2,871.60	139,248.98
50	03/10/2013	3,328.75	447.92	2,880.83	136,368.15
51	04/10/2013	3,328.75	438.65	2,890.10	133,478.05
52	05/10/2013	3,328.75	429.35	2,899.40	130,578.65
53	06/10/2013	3,328.75	420.03	2,908.72	127,669.93
2013 Totals		39,945.00	5,649.35	34,295.65	
54	07/10/2013	3,328.75	410.67	2,918.08	124,751.85
55	08/10/2013	3,328.75	401.29	2,927.46	121,824.39
56	09/10/2013	3,328.75	391.87	2,936.88	118,887.51
57	10/10/2013	3,328.75	382.42	2,946.33	115,941.18
58	11/10/2013	3,328.75	372.94	2,955.81	112,985.37
59	12/10/2013	3,328.75	363.44	2,965.31	110,020.06
60	01/10/2014	3,328.75	353.90	2,974.85	107,045.21
61	02/10/2014	3,328.75	344.33	2,984.42	104,060.79
62	03/10/2014	3,328.75	334.73	2,994.02	101,066.77
63	04/10/2014	3,328.75	325.10	3,003.65	98,063.12
64	05/10/2014	3,328.75	315.44	3,013.31	95,049.81
65	06/10/2014	3,328.75	305.74	3,023.01	92,026.80
2014 Totals		39,945.00	4,301.87	35,643.13	
66	07/10/2014	3,328.75	296.02	3,032.73	88,994.07
67	08/10/2014	3,328.75	286.26	3,042.49	85,951.58
68	09/10/2014	3,328.75	276.48	3,052.27	82,899.31
69	10/10/2014	3,328.75	266.66	3,062.09	79,837.22
70	11/10/2014	3,328.75	256.81	3,071.94	76,765.28
71	12/10/2014	3,328.75	246.93	3,081.82	73,683.46

Mountain Top Public Service District, West Virginia
Refunding Bonds - Series 1976 & 1979

	Date	Payment	Interest	Principal	Balance
72	01/10/2015	3,328.75	237.02	3,091.73	70,591.73
73	02/10/2015	3,328.75	227.07	3,101.68	67,490.05
74	03/10/2015	3,328.75	217.09	3,111.66	64,378.39
75	04/10/2015	3,328.75	207.08	3,121.67	61,256.72
76	05/10/2015	3,328.75	197.04	3,131.71	58,125.01
77	06/10/2015	3,328.75	186.97	3,141.78	54,983.23
2015 Totals		39,945.00	2,901.43	37,043.57	
78	07/10/2015	3,328.75	176.86	3,151.89	51,831.34
79	08/10/2015	3,328.75	166.72	3,162.03	48,669.31
80	09/10/2015	3,328.75	156.55	3,172.20	45,497.11
81	10/10/2015	3,328.75	146.35	3,182.40	42,314.71
82	11/10/2015	3,328.75	136.11	3,192.64	39,122.07
83	12/10/2015	3,328.75	125.84	3,202.91	35,919.16
84	01/10/2016	3,328.75	115.54	3,213.21	32,705.95
85	02/10/2016	3,328.75	105.20	3,223.55	29,482.40
86	03/10/2016	3,328.75	94.84	3,233.91	26,248.49
87	04/10/2016	3,328.75	84.43	3,244.32	23,004.17
88	05/10/2016	3,328.75	74.00	3,254.75	19,749.42
89	06/10/2016	3,328.75	63.53	3,265.22	16,484.20
2016 Totals		39,945.00	1,445.97	38,499.03	
90	07/10/2016	3,328.75	53.02	3,275.73	13,208.47
91	08/10/2016	3,328.75	42.49	3,286.26	9,922.21
92	09/10/2016	3,328.75	31.92	3,296.83	6,625.38
93	10/10/2016	3,328.75	21.31	3,307.44	3,317.94
94	11/10/2016	3,328.75	10.81	3,317.94	0.00
2017 Totals		16,643.75	159.55	16,484.20	
Grand Totals		312,902.50	42,902.50	270,000.00	

EXHIBIT B

Closing Memorandum

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: January 23, 2009

Re: Mountain Top Public Service District
Water Refunding Revenue Bonds, Series 2009 A

DISBURSEMENTS BY INTERNAL BANK TRANSFER BB&T

1.	Bank fee	$2,950.00

DISBURSEMENTS BY CHECK FROM BB&T

1	Steptoe & Johnson PLLC	$8,006.27
2	Imre Penteck, CPA	$ 95.00

DISBURSEMENTS BY WIRE BY BB&T

1.	Payor:	BB&T
	Amount:	$213,497.99
	Form:	Wire
	Bank	Bank One – Texas, NA
	Routing No.	ABA# 111-000-614
	Beneficiary:	Capmark Finance, Inc.
	Account No:	DDA No. 1825178252
	Contact:	Paula Hensley LN: 01-0592601
	Purpose:	Pay in full the Series 1976 Bonds
2.	Payor:	BB&T
	Amount:	$45,450.74
	Form:	Wire
	Bank	Bank One – Texas, NA
	Routing No.	ABA# 111-000-614
	Beneficiary:	Capmark Finance, Inc.
	Account No:	DDA No. 1825178252
	Contact:	Paula Hensley LN: 01-0592606
	Purpose:	Pay in full the Series 1979 Bonds

DISBURSEMENT FROM MOUNTAIN TOP PSD

Amount:	$40,044.00
Form:	Check
Bank	Municipal Bond Commission
Purpose	Fully funding the Series 2009 A Bonds Reserve Account

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

Water Revenue Bond, Series 1989

BOND RESOLUTION

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MOUNTAIN TOP PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $276,000 WATER REVENUE BOND, SERIES 1989, OF MOUNTAIN TOP PUBLIC SERVICE DISTRICT, THE BOND BEING JUNIOR AND SUBORDINATE TO THE OUTSTANDING 1976 BOND AND 1979 BOND OF THE DISTRICT, TO FINANCE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM AND ALL APPURTENANT FACILITIES IN THE DISTRICT; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

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

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

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

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered,

that there be acquired and constructed the Project, consisting of clarification equipment, raw water pumps and a transfer tank, and all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The Issuer will continue to provide water service to the Town of Elk Garden pursuant to a contract and agreement between the Issuer and said Town. The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

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

D. The estimated maximum cost of the acquisition and construction of the Project will not exceed $583,000, of which approximately $276,000 will be obtained from the proceeds of sale of the Bond herein authorized, approximately $287,000 from a grant by the Economic Development Authority and approximately $20,000 from a grant by the Grant County Commission.

E. It is necessary for the Issuer to issue its revenue bond in the principal amount of $276,000 to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the acquisition of any necessary property, real or personal, or interest therein; interest on the Bond prior to, during and for six months after completion of such construction to the extent that revenues of the System (hereinafter defined) are not sufficient therefor; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; and such other expenses as may be necessary or incidental to the acquisition and construction of the Project and the financing authorized hereby; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for Costs of the Project by the Issuer shall be deemed Costs of the Project.

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

G. There are outstanding the obligations of the Issuer which will rank senior and prior to the Bond as to liens, pledge and source of and security for payment being the Water Revenue Bond, Series 1976, dated November 10, 1976 (the "1976 Bond"), issued in the original principal amount of $582,000, and the Water Revenue Bond, Series 1979, dated June 27, 1980 (the "1979 Bond"), issued in the original principal amount of $97,500, both held by the General Electric Capital Corporation. The 1976 Bond and the 1979 Bond are hereinafter collectively referred to as the "Prior Bonds." There are no other outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Bond as to liens, pledge and/or source of and security for payment.

H. It is in the best interest of the Issuer that the Bond be sold to the United States Department of Agriculture, Farmers Home Administration (the "Purchaser"), pursuant to the terms and provisions of a Letter of Conditions dated December 2, 1988, and all amendments thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bond, or will have so complied prior to issuance of the Bond, including among other things and without limitation, the consent and approval, pursuant to the Act and other applicable provisions of law, of the issuance of the Bond, the acquisition and construction of the Project and the imposition of rates and charges by the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired.

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

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

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

"Bond" means the Water Revenue Bond, Series 1989, authorized hereby.

"1976 Bond" means the outstanding Water Revenue Bond, Series 1976, of the Issuer described in Section 1.02G hereof.

"1979 Bond" means the outstanding Water Revenue Bond, Series 1979, of the Issuer described in Section 1.02G hereof.

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

"Bonds" means, collectively, the Bond, the 1976 Bond and the 1979 Bond.

"Chairman" means the Chairman of the Governing Body.

"Consulting Engineer" means Vaughn Consultants, Inc., St. Clairsville, Ohio, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means Miners & Merchants Bank, Thomas, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

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

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Public Service Board of the Issuer.

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer" or "Borrower" means Mountain Top Public Service District, in Grant and Mineral Counties, West Virginia, and includes the Governing Body.

"Letter of Conditions" means the Letter of Conditions of the Purchaser dated December 2, 1988, and the Amended Letter of Conditions of the Purchaser dated March 30, 1989, and all amendments thereto.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed 1/6th of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital, provided that all monthly amortization payments upon the Bonds and into the Reserve Fund and Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Prior Bonds" means, collectively, the outstanding 1976 Bond and 1979 Bond of the Issuer described in Section 1.02G hereof.

"Prior Resolutions" means, collectively, the 1976 Resolution and the 1979 Resolution, both hereinafter defined.

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

"Purchaser" or "Government" means United States Department of Agriculture, Farmers Home Administration, and any successor thereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC (hereinbefore defined) or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national

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

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

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

"Registered Owner," "Bondholder," "Holder of the Bond" or any similar term means any person who shall be the registered owner of the Bond.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1976 Resolution, the 1979 Resolution and the Bond Legislation.

"1976 Resolution" means the resolution of the Issuer adopted June 22, 1976, authorizing the 1976 Bond.

"1979 Resolution" means the resolution of the Issuer adopted April 1, 1980, authorizing the 1979 Bond.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof

in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"System" means the waterworks of the Issuer as improved, enlarged and expanded by the Project, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system of the Issuer.

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

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

Section 1.05. Compliance with Requirements of Prior Bonds and Prior Resolutions. The issuance of the Bond junior and subordinate to the Prior Bonds is permitted without further restriction under the terms of the Prior Bonds and the Prior Resolutions. The Issuer is not in default under the terms of the Prior Bonds, the Prior Resolutions or any document or agreement in connection therewith and has complied with all requirements of all the foregoing with respect to the issuance of the Bond.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of $583,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bond hereby authorized shall be applied as provided in Article IV hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of the Bond Legislation, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1989," is hereby authorized to be issued in the aggregate principal amount of not exceeding $276,000 for the purpose of permanently financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bond. The Bond shall be issued in single form, numbered R-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Bond shall bear interest from the date of delivery, payable monthly at the rate of 5% per annum, and shall be sold for the par value thereof.

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

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Bond shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Bond, and the right to principal of and stated interest on the Bond, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar. No interest in the Bond shall be transferable except by means of transfer of registration of a Bond representing such interest and delivery of a new Bond or Bonds in exchange therefor in accordance with this Bond Legislation.

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

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

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

The Registrar shall accept the Bond for registration or transfer only if ownership thereof is to be registered in the name of the Government, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law.

Section 3.05. Execution of Bond. The Bond shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the Issuer before the Bond so signed and sealed have been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bond shall hold the proper office in the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his, her or its ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Bond so surrendered shall be canceled and held for the account of the Issuer. If the Bond shall

have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bond Secured by Pledge of Net Revenues. The payment of the debt service of the Bond shall be secured forthwith by a lien on the Net Revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for, but such liens and pledges are junior and subordinate to the liens and pledges of the Prior Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bond, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bond as the same become due as herein provided.

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

(Form of Bond)

WATER REVENUE BOND, SERIES 1989

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

$276,000

No. R-1 Date: _____

FOR VALUE RECEIVED, MOUNTAIN TOP PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri, 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of TWO HUNDRED SEVENTY SIX THOUSAND DOLLARS ($276,000), plus interest on the unpaid principal balance at the rate of 5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $1,356, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after

payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

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

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

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

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

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

Borrower within the meaning of any constitutional or statutory provision or limitation.

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

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

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

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

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

This Bond is junior and subordinate, as to liens, pledge and source of and security for payment, and in all other respects, to the 1976 Bond and the 1979 Bond described in said Resolution.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

Chairman, Public Service Board
(Title of Executive Official)

P.O. Box 236
(P. O. Box No. or Street Address)

Mount Storm, West Virginia 26739
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)

Secretary, Public Service Board
(Title of Executive Official)

(Form of)

RECORD OF ADVANCES

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

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

ARTICLE IV

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

Section 4.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created and established with (or continued if previously established by the 1976 Resolution and continued by the 1979 Resolution), and shall be held by, the Depository Bank separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund (established by the 1976 Resolution and continued by the 1979 Resolution);

(2) Depréciation Reserve (established by the 1976 Resolution and continued by the 1979 Resolution);

(3) Reserve Fund; and

(4) Project Construction Account.

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

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

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

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

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

Section 4.03. Covenants of the Issuer as to System Revenues and Funds. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bond remaining unpaid, together with interest accrued to the date of such payment, the Issuer further covenants with the holder of the Bond as follows:

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

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to and in accordance with the terms of the Prior Resolutions:

(i) The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(ii) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and pay to the National Finance Office designated in the Prior Bonds, the amounts required to pay the interest on the Prior Bonds, and to amortize the principal of the Prior Bonds over the respective lives of each Bond issue.

(iii) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit with the Depository Bank in the Reserve Fund established with respect to the

Prior Bonds under the Prior Resolutions, 1/12th of 1/10th of the amount of principal and interest becoming due on the Prior Bonds in any year, until the amount in said Reserve Fund equals the sum of $40,000 (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in said Reserve Fund, the Issuer shall monthly deposit into said Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Prior Bonds and for payment of Operating Expenses of the System, as shall be required to maintain the Minimum Reserve in said Reserve Fund. Moneys in said Reserve Fund shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Prior Bonds to said National Finance Office as the same shall become due, or for prepayment of installments on the Prior Bonds, or for mandatory prepayment of the Prior Bonds as hereinafter provided, and for no other purpose.

(iv) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, the Issuer shall next, on or before the due date of each installment on the Bond, transfer from the Revenue Fund and pay to the National Finance Office designated in the Bond (or such other place as may be subsequently designated pursuant to the Bond), the amounts required to pay the interest on the Bond, and to amortize the principal of the Bond over the life of the Bond issue, and, thereafter, the Issuer shall transfer from the Revenue Fund and deposit in the Reserve Fund, 1/12th of 1/10th of the amount equal to the maximum amount of principal and interest becoming due on the Bond in any year, until the amount in the Reserve Fund equals such maximum amount (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for the payments hereinabove provided, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund shall be used solely to make up any deficiency for monthly payments of the principal

of and interest on the Bond to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Bond, or for mandatory prepayment of the Bond as hereinafter provided, and for no other purpose; provided, however, that when the Minimum Reserve has been accumulated in the Reserve Fund, all earnings of investments of moneys therein shall at least annually be transferred to and deposited in the Revenue Fund and used for prepayment of the principal of the Bond.

(v) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit in the Depreciation Reserve, the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Depreciation Reserve the aggregate sum of $127,750, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Prior Bonds as the same become due, and next to restore to the Reserve Fund established with respect to the Prior Bonds under the Prior Resolutions any sum or sums transferred therefrom, and, thereafter, to meet the principal, interest and reserve payments upon the Bond, on a subordinate basis, to the extent that moneys in the Reserve Fund are insufficient therefor. Thereafter, and provided that payments into the respective Reserve Funds are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

(vi) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, any moneys remaining therein and not permitted to be retained therein may be used to prepay installments of the Prior Bonds outstanding, pro rata as to each Series, and

thereafter on the Bond, or for any lawful purpose of the System.

Whenever the moneys in the Reserve Fund shall be sufficient to prepay the Bond in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bond at the earliest practical date and in accordance with applicable provisions hereof.

The Depository Bank is hereby designated as the Fiscal Agent for the administration of the Reserve Fund and the Depreciation Reserve as herein provided, and all amounts required for the Reserve Fund and the Depreciation Reserve will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Article IV other than the Project Construction Account shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Bond and the interest thereon, which lien shall be junior and subordinate to the lien of the holders of the Prior Bonds, but the Depository Bank shall not be a trustee as to such funds.

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

The Depository Bank, at the direction of the Issuer, shall keep the moneys in the Reserve Fund and the Depreciation Reserve (to the extent allowed under the Prior Resolutions) invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided in the Prior Resolutions or herein, or unless otherwise required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued

interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia State Board of Investments. Except as otherwise required in the Prior Resolutions, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account.

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

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, provide evidence that there will be at least 766 bona fide users upon the System on completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

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

F. INVESTMENT OF EXCESS BALANCES. Subject to the terms of the Prior Resolutions so long as the Prior Bonds are outstanding, the moneys in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, in a lawful manner for securing deposits of state and municipal funds under the laws of the State of West Virginia.

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

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

ARTICLE V

GENERAL COVENANTS, ETC.

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

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

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

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

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all

above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

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

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

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement

of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any such person at any one time, and initially in the amount of $50,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

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

Section 5.06. Statutory Mortgage. For the further protection of the Holder of the Bond, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Bond, but junior and subordinate to the lien in favor of the Holders of the Prior Bonds.

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

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

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

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

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

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

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

Budget of Current Expenses shall be mailed immediately to the Purchaser.

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

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

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

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

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

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

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Final Order of the Public Service Commission of West Virginia, entered on _____, 19__, Case No. _____, which order is incorporated herein by reference as a part hereof.

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

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

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

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

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

ARTICLE VII

MISCELLANEOUS

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

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

Section 7.03. Delivery of Bond No. R-1. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause Bond No. R-1, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

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

Section 7.05. Conflicting Provisions Repealed. All other resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form FmHA 442-47) or the Prior Resolutions and the Prior Bonds.

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

Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

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

Adopted: April 25, 1989

Chairman of Public Service Board

Member

Member

04/24/89
MTPSDS.A2
64048/88001

RUS

(SPECIMEN BOND)

WATER REVENUE BOND, SERIES 1989

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

$276,000

No. R-1 Date: August 11, 1989

FOR VALUE RECEIVED, MOUNTAIN TOP PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri, 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of TWO HUNDRED SEVENTY SIX THOUSAND DOLLARS ($276,000), plus interest on the unpaid principal balance at the rate of 5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $1,356, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due

under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

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

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

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

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

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

Borrower within the meaning of any constitutional or statutory provision or limitation.

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

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

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

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

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

This Bond is junior and subordinate, as to liens, pledge and source of and security for payment, and in all other respects, to the 1976 Bond and the 1979 Bond described in said Resolution.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

_____
Chairman, Public Service Board

P.O. Box 236
Mount Storm, West Virginia 26739

ATTEST:

_____
Secretary, Public Service Board

RECORD OF ADVANCES

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

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

08/09/89
MTPSDJ.X2
64048/88001

United States Department of Agriculture
Rural Development
West Virginia State Office

April 16, 2009

Mountain Top Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative for the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Series 1989 Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) (the "Series 2009 B Bonds"), in the principal amount of not to exceed $2,673,000, by Mountain Top Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2009 B Bonds (the "Series 2009 B Resolution") on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Water Revenue Bonds, Series 1989 (United States Department of Agriculture), dated August 11, 1989, issued in the original aggregate principal amount of $276,000 (the "Series 1989 Bonds" or the "Prior Bonds"); (ii) waive any requirements imposed by the Prior Bonds or the resolutions authorizing the Prior Bonds (the "Prior Resolutions"), regarding the issuance of parity bonds which are not met by the Series 2009 B Bonds or the Series 2009 B Resolution; and (iii) any amendments made to the Prior Resolutions by the Series 2009 B Resolution.

Dianne Goff Cuppett

Authorized Representative

75 High Street Federal Building • Suite 320 • Morgantown, WV 26505-7500
Phone: 304.284.4860 • 1.800.295.8228 • Fax: 304.284.4893 • TTY/TDD: 304.284.4836 • Web: http://www.rurdev.usda.gov/wv

Committed to the future of rural communities.

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

MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **April 16, 2009**

Re: **Mountain Top Public Service District**
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

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1. **DISBURSEMENTS TO DISTRICT**:

Payor:	West Virginia Infrastructure and Jobs Development Council
Amount:	$258,997.00
Form:	Wire Transfer
Bank:	Miners & merchants Bank
ABA No.:	051503103
Acct. No.:	19223-5
Contact:	Patty Flanagan
Account:	Series 2009 B Bonds Construction Trust Fund

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

CLOSING ATTENDANCE LIST

Date **April 16, 2009** Time **9:30 a.m.** LGA **Mountain Top PSD** Program **IJDC**

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.353.8181	john.stump@steptoe-johnson.com
Sammie Lee	Jackson Kelly PLLC	304 340 1138	304 340 1272	sglee@jacksonkelly.com
Ryan White	Jackson Kelly PLLC	304 340 1283	304 340 1272	srwhite@jacksonkelly.com
Diane L. Roy	WV Water Development Author	304-558-3612	304 558-0299 ext 104	droy@wvwda.org

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

Name Diane Junkins, Manager Telephone 304.693.7667 E-Mail N/A

Address P.O. Box 236 Mt. Storm WV 26739

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 NonArbitrage 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.

MOUNTAIN TOP PUBLIC SERVICE DISTRICT

RESOLUTION OF THE MOUNTAIN TOP PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, The Mountain Top Public Service District has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the Water Project funded by the West Virginia Infrastructure & Jobs Development Council ("IJDC") and find as follows:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED The Mountain Top Public Service District by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC
Thrasher Engineering	183,976.00	183,976.00
Huntington Bank	500.00	500.00
Steptoe & Johnson	24,500.00	24,500.00
Region 8	22,236.75	22,236.75
Mt Top PSD	27,784.16	27,784.16
Total	258,996.91	258,996.91

Round to $258,997

ADOPTED BY The Mountain Top Public Service District, at the meeting held on the 7th day of April, 2009.

By: Steve D. Jackson
Its: Chairman

640480.99001