NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

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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

PRECLOSING ATTENDANCE LIST

Date 3/1/2011 Time 1:30 pm LGA Nettie-Leivisy PSD Program IC/DWTRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Carol A. Cummings	WDA	304-558-3612	304-558-0299	ccummings@wvwda.org
Samme Gee	Jackson Kelly PLLC	304.340.1318	304.340.1272	sgee@jacksonkelly.com
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.353.8181	john.stump@steptoe-johnson.com

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

Name David McMillion, Chair Telephone 304.846.9589 E-Mail N/A

Address P.O. Box 88 Nettie West Virginia 26681

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.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND) AND
WATER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA DWTRF PROGRAM)

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NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE PAYMENT OF THE WATERWORKS DESIGN BOND ANTICIPATION NOTES, SERIES 2008 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $3,073,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF NETTIE-LEIVASY 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, Chapter 16,

Article 13C, 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. Nettie-Leivasy Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Nicholas County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, consisting of an upgrade to the water treatment plant at Nettie (collectively, the "Project") (the existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer has heretofore temporarily financed the design and other preliminary costs of the Project by the issuance of the Waterworks Design Bond Anticipation Notes, Series 2008, dated April 14, 2008, issued to Branch Banking and Trust Company in the original aggregate principal amount of $450,000 (the "Prior Notes").

D. The Prior Notes were issued pursuant to a resolution of the Issuer previously enacted for such purpose (such resolution, as amended and supplemented is herein called the "Prior Notes Resolution").

E. it is deemed necessary and desirable for the Issuer to pay the Prior Notes.

F. The Issuer intends to pay the Prior Notes and permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Drinking Water Treatment Revolving Fund and the West Virginia Infrastructure Fund pursuant to the Act.

G. It is deemed necessary for the Issuer to issue its Water Revenue Bonds in the total aggregate principal amount of not more than $5,073,000 in two series (collectively, the "Series 2011 Bonds"), being the Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $2,000,000 (the "Series 2011 A Bonds"), and the Water Revenue Bonds, Series 2011 B(West Virginia DWTRF Program), in the aggregate principal amount of not more than $3,073,000 (the "Series 2011 B Bonds"), to pay the Prior Notes and permanently

finance the costs of acquisition and construction of the Project. 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 2011 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, including the Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2011 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 2011 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

I. It is in the best interests of the Issuer that its Series 2011 A 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"), and its Series 2011 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 Bureau for Public Health (the "BPH"), both loan agreements in form satisfactory to the respective parties (collectively, the "Loan Agreements"), approved hereby if not previously approved by resolution of the Issuer.

J. There are outstanding bonds or obligations of the Issuer which will rank on a parity with the Series 2011 A Bonds and the Series 2011 B Bonds as to liens, pledge and source of and security for payment, being the Issuer's: (i) Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bonds"), and (ii) Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds"), The Series 1976 Bonds, and the Series 2000 Bonds are hereinafter collectively called the "Prior Bonds."

Prior to the issuance of the Series 2011 Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consents of the Holders of the

Prior Bonds to the issuance of the Series 2011 Bonds on a parity with the Prior Bonds. After payment of the Prior Notes, other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

K. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest, if any, on the Bonds (as hereinafter defined) and payments into all funds and accounts and other payments provided for herein and in the Prior Resolutions, all as such terms are hereinafter defined.

L. The Issuer has complied with all requirements of West Virginia law and the Loan Agreements relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds or such final order will not be subject to appeal or rehearing.

M. 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.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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, Chapter 16, Article 13C, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Administrative Fee" means the Administrative Fee required to be paid pursuant to the Loan Agreement for the Series 2011 B Bonds.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2011 A Bonds and the Series 2011 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 BPH and 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 2011 A Bonds, the Series 2011 B Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

"BPH" means the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, or any successor thereto.

"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 2011 A Bonds and the Series 2011 B Bonds for all or a portion of the proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds, respectively, 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 Dunn Engineers, Charleston, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02D 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.

"Cross Cutter Authorities" means federal laws and authorities that apply by their terms to projects or activities receiving federal assistance.

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

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

"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.

"Grant" means all moneys received by the Issuer of any grant 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 Nettie-Leivasy Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia, in Nicholas County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreements" means, collectively, the respective Loan Agreements 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 2011 A Bonds from the Issuer by the Authority, and by and between the Issuer and the Authority, on behalf of the BPH, providing for the purchase of the Series 2011 B Bonds from the Issuer by the Authority, the forms 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 2011 A Bonds and the Series 2011 B Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2011 A Bonds Reserve Account and the Series 2011 B Bonds Reserve Account, respectively. 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 2011 A Bonds and the Series 2011 B Bonds, respectively, 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, the Administrative Fee, 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 canceled 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 Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Issuer's Series 1976 Bonds and Series 2000 Bonds, as more fully defined in Section 1.02G.

"Prior Notes" means the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008, dated April 14, 2008, issued to Branch Banking and Trust Company in the original aggregate principal amount of $450,000.

"Prior Notes Resolution" means the resolution of the Issuer authorizing the Prior Notes.

"Prior Resolutions" means, collectively, the resolutions and supplemental resolutions of the Issuer authorizing the issuance of 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 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, Inc. or Standard & Poor's Corporation.

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective Reserve Accounts established for the Series 2011 A Bonds, the Series 2011 B Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds, the Series 2011 A Bonds and the Series 2011 B Bonds.

"Revenue Fund" means the Revenue Fund created by the Prior Resolutions and continued hereby.

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

"Series 1976 Bonds" means the Issuer's Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000.

"Series 2000 Bonds" means the Issuer's Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000.

"Series 2011 Bonds Construction Trust Fund" means the Series 2011 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2011 Bonds" means collectively, the Series 2011 A Bonds and the Series 2011 B Bonds.

"Series 2011 A Bonds" means the Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) of the Issuer, authorized by this Resolution.

"Series 2011 A Bonds Reserve Account" means the Series 2011 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2011 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2011 A Bonds in the then current or any succeeding year.

"Series 2011 A Bonds Sinking Fund" means the Series 2011 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2011 B Bonds" means the Water Revenue Bonds, Series 2011 B(West Virginia DWTRF Program) of the Issuer, authorized by this Resolution.

"Series 2011 B Bonds Reserve Account" means the Series 2011 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2011 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2011 B Bonds in the then current or any succeeding year.

"Series 2011 B Bonds Sinking Fund" means the Series 2011 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2011 A Bonds, the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series

2011 A Bonds and the Series 2011 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 Series 2011 A Bonds, the Series 2011 B Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Sinking Funds, Reserve Accounts and the Renewal and Replacement Fund.

"System" means the complete public waterworks system of the Issuer, as extended and improved by the Project, including the existing 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 System; and shall also include any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks system from any sources whatsoever.

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

"West Virginia DWTRF Program" means the West Virginia Drinking Water Treatment Revolving Fund program established by the State, administered by the BPH and funded by capitalization grants awarded to the State pursuant to the federal Safe Drinking Water Act, as amended, for the purpose of establishing and maintaining a permanent perpetual fund for the acquisition, construction and improvement of drinking water projects.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENT OF THE PRIOR NOTES

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 $5,073,000, 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 2011 A Bonds and the Series 2011 B Bonds 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, the BPH and the Council.

The cost of the Project is estimated not to exceed $5,073,000, of which approximately $2,000,000 will be obtained from proceeds of the Series 2011 A Bonds, and approximately $3,073,000 will be obtained from proceeds of the Series 2011 B Bonds.

Section 2.02 Authorization of Payment of the Prior Notes. There is hereby authorized and ordered the payment in full of the entire outstanding principal of and interest on the Prior Notes on the Closing Date, the cost of which will be paid from the proceeds of the series 2011 Bonds. Upon payment in full of the Prior Notes, any funds pledged in favor of the holders of the Prior Notes imposed by the Prior Notes Resolution are hereby ordered terminated, discharged and released.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2011 A Bonds and the Series 2011 B Bonds, if any, funding reserve accounts for the Series 2011 A Bonds and the Series 2011 B Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2011 A Bonds and the Series 2011 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 the Series 2011 A Bonds and the Series 2011 B Bonds of the Issuer. The Series 2011 Bonds shall be issued in two series, each as a single bond, designated respectively as "Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)," in the principal amount of not more than $2,000,000, and "Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program)," in the principal amount of not more than $3,073,000, and both

shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds remaining after capitalizing interest, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds, and funding the Series 2011 A Bonds Reserve Account and the Series 2011 B Bonds Reserve Account shall be deposited in or credited to the Series 2011 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 2011 A Bonds and the Series 2011 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 Agreements. The Series 2011 A Bonds and the Series 2011 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, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds 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 2011 A Bonds and the Series 2011 B Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2011 A Bonds and the Series 2011 B Bonds. The Series 2011 A Bonds and the Series 2011 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 bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds shall cease to be such officer of the Issuer before the Series 2011 A Bonds and the Series 2011 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 such 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 2011 A Bond nor Series 2011 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 form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2011 A Bond and the Series 2011 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 Series 2011 A Bonds and the Series 2011 B Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 Series 2011 A Bonds and the Series 2011 B Bonds.

The registered Series 2011 A Bonds and the Series 2011 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 the Series 2011 A Bonds and the Series 2011 B Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond

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

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2011 A Bond or Series 2011 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, register 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 canceled 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2011 A Bonds and the Series 2011 B Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of the Series 2011 A Bonds and the Series 2011 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Prior Bonds, the Series 2011 A Bonds and the Series 2011 B 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 2011 A Bonds and the Series 2011 B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2011 A Bonds and the Series 2011 B Bonds to the original purchasers upon receipt of the documents set forth below:

(i) If other than the Authority, a list of the names in which the Series 2011 A Bonds and the Series 2011 B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

(ii) A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2011 A Bonds and the Series 2011 B Bonds to the original purchasers;

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

(iv) Executed copies of the Loan Agreements;

(v) The unqualified approving opinion of bond counsel on the Series 2011 A Bonds and the Series 2011 B Bonds.

Section 3.10. Form of Bonds. The text of the Series 2011 A Bonds and the Series 2011 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:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2011 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on this day ____ of _____, 2011, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT , a public service district, public corporation and political subdivision of the State of West Virginia in Nicholas 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 _____, 2011.

This Bond is issued (i) to pay the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008, (ii) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing waterworks system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks

system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on _____, 2011, and a Supplemental Resolution duly adopted by the Issuer on _____, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (I) WATER REVENUE BONDS, SERIES 1976, (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BONDS"), (II) WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $386,000 (THE "SERIES 2000 BONDS"). AND (III) WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM), DATED _____, 2011, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2011 B BONDS"). THE SERIES 1976 BONDS AND THE SERIES 2000 BONDS ARE HEREINAFTER REFERRED TO AS 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 the Series 2011 B Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2011 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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 2011 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and

interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds and the Series 2011 B Bonds; provided however, that so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including Prior Bonds and the Series 2011 B 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 (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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 as of the date first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2011.

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: _____, 20____.

_____

In the presence of:

_____

(FORM OF SERIES 2011 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA DWTRF PROGRAM)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on this ____ day of _____, 2011, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT , a public corporation and political subdivision of the State of West Virginia in Nicholas 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 in the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference. The Administrative Fee of _____% (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on EXHIBIT B attached hereto.

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 Bureau for Public Health (the "BPH"), 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 BPH, dated _____, 2011.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing

public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on _____, 2011, and a Supplemental Resolution duly adopted by the Issuer on _____, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S: (I) WATER REVENUE BONDS, SERIES 1976, (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BONDS"); (II) WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $386,000 (THE "SERIES 2000 BONDS"); AND (III) WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED _____, 2011, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2011 A BONDS"). THE SERIES 1976 BONDS AND THE SERIES 2000 BONDS ARE HEREINAFTER REFERRED TO AS 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 the Series 2011 A Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2011 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 2011 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 and the Series 2011 A Bonds; provided however, that so long as there exists in the Series 2011 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 and the Series 2011 A 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 (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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 as of the date first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 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: _____, 2011.

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: _____, 20____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreements. The Series 2011 A Bonds and the Series 2011 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreements. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreements 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 Agreements to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreements, 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 the schedule setting forth the actual costs of the Project and sources of funds.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

(1) Revenue Fund (established by the Prior Resolutions);

(2) Renewal and Replacement Fund (established by the Prior Resolutions); and

(3) Series 2011 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 the Prior Resolutions) 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 1976 Bonds Reserve Account (established by Prior Resolutions);

(2) Series 2000 Bonds Sinking Fund (established by Prior Resolutions);

(3) Series 2000 Bonds Reserve Account (established by Prior Resolutions);

(4) Series 2011 A Bonds Sinking Fund;

(5) Series 2011 A Bonds Reserve Account;

(6) Series 2011 B Bonds Sinking Fund; and

(7) Series 2011 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 monies 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, on or before the due date, transfer from the Revenue Fund and simultaneously (i) remit to the National Finance Office the amount required by Prior Resolution to pay interest on the Series 1976 Bonds; and (ii) remit to the Commission the amount required by Prior Resolution to pay interest on the Series 2000 Bonds.

(3) The Issuer shall next, each month, simultaneously (i) on or before the due date, transfer from the Revenue Fund and remit to the Commission the amount required by Prior Resolution to pay principal on the Series 2000 Bonds; (ii) on or before the due date, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required by the Prior Resolutions to pay the principal of the Series 1976 Bonds; (iii) on the first day of each month, remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2011 A Bonds, for deposit in the Series 2011 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which

will mature and become due on the Series 2011 A Bonds on the next ensuing quarterly principal payment date; and (iv) on the first day of each month, remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2011 B Bonds, for deposit in the Series 2011 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2011 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 2011 A Bonds Sinking Fund and the Series 2011 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 remit (i) to the Commission the amounts required by the Prior Resolutions to be deposited in the respective Reserve Accounts for the Prior Bonds; (ii) to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2011 A Bonds, if not fully funded upon issuance of the Series 2011 A Bonds, for deposit in the Series 2011 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2011 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2011 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 2011 A Bonds Reserve Requirement; and (iii) to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2011 B Bonds, if not fully funded upon issuance of the Series 2011 B Bonds, for deposit in the Series 2011 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2011 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2011 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 2011 B Bonds Reserve Requirement.

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

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

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

Monies in the Series 2011 A Bonds Sinking Fund and the Series 2011 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds, respectively, as the same shall become due. Monies in the Series 2011 A Bonds Reserve Account and the Series 2011 B Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds, respectively, as the same shall come due, when other monies in the Series 2011 A Bonds Sinking Fund and the Series 2011 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2011 A Bonds Sinking Fund, the Series 2011 B Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account and the Series 2011 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 2011 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 2011 A Bonds and the Series 2011 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2011 A Bonds Reserve Account or the Series 2011 B Bonds Reserve Account which result in a reduction in the balance of the Series 2011 A Bonds Reserve Account or the Series 2011 B Bonds Reserve Account to below the Series 2011 A Bonds Reserve Requirement or the Series 2011 B Bonds Reserve

Requirement, respectively, shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Prior Bonds, Series 2011 A Bonds and the Series 2011 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 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2011 A Bonds and the Series 2011 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 Prior Bonds, the Series 2011 A Bonds and the Series 2011 B 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 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B 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. 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 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2011 A Bonds and the Series 2011 B Bonds, respectively, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2011 A Bonds and the Series 2011 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. The Issuer shall also 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 Administrative Fee as set forth in the Schedule Y attached to the Loan Agreements for the Series 2011 B Bonds.

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

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall 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 relevant provisions of the Prior Resolutions, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

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

J. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2011 Bonds Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2011 A Bonds and the Series 2011 B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2011 A Bonds, there shall first be deposited with the Commission in the Series 2011 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2011 A Bonds for the period commencing on the date of issuance of the Series 2011 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. From the proceeds of the Series 2011 B Bonds, there shall first be deposited with the Commission in the Series 2011 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 2011 B Bonds for the period commencing on the date of issuance of the Series 2011 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. From the proceeds of the Series 2011 A Bonds, there shall next be deposited with the Commission in the Series 2011 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2011 A Bonds Reserve Account.

D. From the proceeds of the Series 2011 B Bonds, there shall next be deposited with the Commission in the Series 2011 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2011 B Bonds Reserve Account.

E. From the proceeds of the Series 2011 A Bonds, there shall next be deposited with the holder of the Prior Notes, the amount as set forth in the Supplemental Resolution for paying in full the Prior Notes.

F. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2011 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 A Bonds.

G. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2011 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 B Bonds.

H. 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 2011 A Bonds shall be applied as directed by the Council and any remaining proceeds of the Series 2011 B Bonds shall be applied as directed by the BPH.

Section 6.02. Disbursements From the Series 2011 Bonds Construction Trust Fund.

A. 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 of the Series 2011 A Bonds shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer, as appropriate, 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 2011 A 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.

B. On or before the Closing Date, the Issuer shall have delivered to the BPH a report listing the specific purposes for which the proceeds of the Series 2011 B Bonds will be expended. Payments for the costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of the Series 2011 B Bonds shall be made only after submission to and approval from the BPH, of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreements as Exhibit B, in compliance with the Issuer's construction schedule, and

(2) a certificate, signed by an Authorized Officer and the Consulting Engineers, as appropriate stating that:

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

(4) 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;

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

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

Pending such application, monies in the Series 2011 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2011 A Bonds and the Series 2011 B 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 2011 A Bonds or the Series 2011 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2011 A Bonds or the Series 2011 B Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of the Series 2011 A Bonds and the Series 2011 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2011 A Bonds, the Series 2011 B Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. 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 provide an opinion of counsel of such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreements and the Issuer shall provide 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

Commission Order of the Public Service Commission of West Virginia dated February 4, 2011, in Case No. 09-1317-PWD-CN.

So long as the Series 2011 A Bonds and the Series 2011 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 Agreements. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2011 A Bonds and the Series 2011 B Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreements, 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 Agreements.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System, or any part thereof, except as provided in the Prior Resolutions. Additionally, so long as the Series 2011 A Bonds and the Series 2011 B Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority, the BPH and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2011 A Bonds and the Series 2011 B Bonds, immediately be remitted to the Commission for deposit in the respective Sinking Funds, and, with the written permission of the Authority, the BPH, and the Council, or, in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds. Any balance remaining after the payment of the Series 2011 A Bonds and the Series 2011 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, in writing, determine upon consultation with a professional engineer that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property shall be deposited in the Renewal and Replacement Fund. Payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such fund by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided 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 2011 A Bonds and the Series 2011 B Bonds. All obligations issued by the Issuer after the issuance of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 for the Project, 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 Resolutions 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 2011 A Bonds and the Series 2011 B Bonds pursuant to this Bond Legislation, except with the prior written consent of the Authority, the BPH and the Council under the conditions and in the manner herein provided (unless less restrictive than the provisions of the Prior Resolutions).

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2011 A Bonds and the Series 2011 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 1976 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 Prior Bonds, representing 75% of the then-outstanding principal indebtedness.

In the event the foregoing limitation is waived or when the Prior Bonds are no longer outstanding the following parity requirement shall be met:

So long as the Series 2000 A Bonds or Series 2011 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 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 (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 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 hereinabove 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 enacted 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 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. 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 over any other 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 revenues of the System is subject to

the prior and superior liens of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds.

No Parity Bonds shall be issued any time, however, unless all 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 such Parity Bonds, and the Issuer shall 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, the BPH 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, the BPH 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, the BPH 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 and commencement of operation of the Project, 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 BPH, the Authority, or any other original purchaser of the Series 2011 A Bonds and the Series 2011 B Bonds, and shall mail in each year to any Holder or Holders of the Series 2011 A Bonds and the Series 2011 B Bonds and the Consulting Engineer, 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 in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2011 A Bonds and the Series 2011 B Bonds, and shall submit said report to the BPH, the Council and the Authority, or any other original purchaser of the Series 2011 A Bonds and the Series 2011 B Bonds. Such audit report submitted to the Authority, the Council and the BPH shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreements 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, the Council and the BPH, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority, the Council and the BPH, 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 Purchaser, the Authority, the Council and the BPH with respect to the System pursuant to the Act.

The Issuer shall provide the BPH with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in Exhibit D of the Loan Agreements for the Series 2011 B Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2011 A Bonds and the Series 2011 B Bonds, including the Prior Bonds; provided that, in the event amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2011 A Bonds Reserve Account and the Series 2011 B Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2011 A Bonds and the Series 2011 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, the BPH 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, the BPH 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, the BPH and the Council and to any Holder of any Bonds, or anyone acting for and on behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 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 respective Loan Agreements, 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 Agreements, 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, the BPH and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority, the BPH 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, the Council, and the BPH, 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, the BPH, 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 require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to the Issuer within 60 days of the completion of the Project. The Issuer shall notify the BPH in writing of such receipt.

The Issuer shall at all times provide operation and maintenance of the System in compliance with all State and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreements. The Issuer shall notify the BPH in writing of the certified operator employed at the 50% completion stage.

The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

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. 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 Series 2011 A Bonds and the Series 2011 B 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 Agreements, 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, the BPH and the Council and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreements 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, Operation and Maintenance of Project; Permits and Orders. The Issuer shall complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The Issuer shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2011 A Bonds and the Series 2011 B Bonds are outstanding.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the financing, acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2011 A Bonds and the Series 2011 B Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds, which statutory mortgage lien shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 7.20. Compliance with Loan Agreements and Law. The Loan Agreements attached hereto as Exhibit A are incorporated herein in their entirety. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreements and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the BPH and the Council with copies of all documents submitted to the Authority.

The Issuer shall also comply with all applicable federal and state statutes, rules and regulations, the applicable requirements of all Cross Cutter Authorities and all applicable local ordinances issued by the Authority, the BPH and the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

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

Virginia in the manner prescribed by and the guidelines established by the Authority and the PSC.

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 2011 A Bonds and the Series 2011 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 and the BPH for written approval. The Issuer shall obtain the written approval of the Council and the BPH before expending any proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council and the BPH before expending any proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority, the Council and the BPH 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

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, the Depository Bank, or such other bank or national banking association, as the case may be, 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 2011 A Bonds and the Series 2011 B Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2011 A Bonds and the Series 2011 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 2011 Bonds as a condition to issuance of the Series 2011 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 2011 Bonds as may be necessary in order to maintain the status of the Series 2011 Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2011 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, the Council or the BPH, as the case may be, from which the proceeds of the Series 2011 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 2011 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 2011 A Bonds and the Series 2011 B Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any series of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2011 A Bonds and the Series 2011 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, the Registrar or any other Paying Agent or a Holder of a Bond; or

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

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

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 Series 2011 A Bonds and the Series 2011 B 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 Series 2011 A Bonds and the Series 2011 B Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2011 A Bonds and the Series 2011 B Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2011 A Bonds and the Series 2011 B Bonds shall be on a parity with each other and with those of the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of the Series 2011 A Bonds and the Series 2011 B Bonds 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 the Series 2011 A Bonds and the Series 2011 B Bonds 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 Series 2011 A Bonds and the Series 2011 B 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 Series 2011 A Bonds and the Series 2011 B 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 Series 2011 A Bonds and the Series 2011 B 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 B Bonds shall be made without the consent in writing of the Registered Owners of the Series 2011 A Bonds and the Series 2011 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 Series 2011 A Bonds and the Series 2011 B Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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 2011 A Bonds and the Series 2011 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. Notices. All notices to be sent to the Issuer, the Authority, the BPH or the Council shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed as follows:

ISSUER:

Nettie-Leivasy Public Service District
Post Office Box 88
Nettie, West Virginia 26681
Attention: Chairman

AUTHORITY:

Water Development Authority
180 Association Drive
Charleston, West Virginia 25311-1571
Attention: Director

BPH:

West Virginia Bureau for Public Health
Capitol & Washington Streets
One Davis Square, Suite 200
Charleston, West Virginia 25301
Attention: Environmental Engineering

COUNCIL:

West Virginia Infrastructure & Jobs Development Council
180 Association Drive
Charleston, WV 25311
Attention: Executive Director

All notices to be sent to the BPH or the Council hereunder, shall also be sent to the Authority.

Section 11.06. Conflicting Provisions Repealed; Prior Resolutions. Except for the Prior Resolutions, all orders, ordinances or resolutions, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict, hereby repealed; provided that, this Section shall not be applicable to the Prior Resolutions. In the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are outstanding.

Section 11.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.08. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 22nd day of February, 2011.

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of NETTIE-LEIVASY PUBLIC SERVICE DISTRICT on the 22nd day of February, 2011.

Dated: March 2, 2011.

[SEAL]

Secretary

02.07.11
657680.00001

CH5193537

EXHIBIT A

Loan Agreements included in bond transcript as Documents 3 and 4.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM), OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING AND APPROVING 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 Nettie-Leivasy Public Service District (the "Issuer") has duly and officially adopted a bond resolution, on February 22, 2011 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE PAYMENT OF THE WATERWORKS DESIGN BOND ANTICIPATION NOTES, SERIES 2008 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $3,073,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE

REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), of the Issuer (collectively, the "Bonds" and individually, the "Series 2011 A Bonds" and the "Series 2011 B Bonds"), in the respective aggregate principal amounts not to exceed $2,000,000 and $3,073,000, and has authorized the execution and delivery of the loan agreement relating to the Series 2011 A Bonds, 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 loan agreement relating to the Series 2011 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health (the "BPH") (collectively, the "Loan Agreements" and individually, the "Series 2011 A Loan Agreement" and the "Series 2011 B Loan Agreement"), all in accordance with Chapter 16, Article 13A, Chapter 16, Article 13C 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 Agreements and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Loan Agreements have been presented to the Issuer at this meeting;

WHEREAS, the Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreements; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreements be approved and entered into by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates and the sale prices 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 NETTIE-LEIVASY PUBLIC SERVICE DISTRICT:

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

A. Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $2,000,000. The Series 2011 A Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2051, and shall bear no interest. The principal of the Series 2011 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, to and including March 1, 2051, and in the amounts as set forth in the "Schedule Y" attached to the Series 2011 A Loan Agreement and incorporated in and made a part of the Series 2011 A Bonds. The Series 2011 A 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 Series 2011 A Loan Agreement, so long as the Authority shall be the registered owner of the Series 2011 A Bonds.

B. Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $3,073,000. The Series 2011 B Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2042, and shall bear no interest. The principal of the Series 2011 B Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, to and including September 1, 2042, and in the amounts as set forth in the "Schedule Y" attached to the Series 2011 B Loan Agreement and incorporated in and made a part of the Series 2011 B Bonds. The Series 2011 B Bonds shall be subject to redemption upon the written consent of the Authority and the BPH, and upon payment of the redemption premium, if any, and otherwise in compliance with the Series 2011 B Loan Agreement, so long as the Authority shall be the registered owner of the Series 2011 B Bonds. The Issuer does hereby approve and shall pay the Administrative Fee equal to 1% of the principal amount of the Series 2011 B Bonds set forth in the "Schedule Y" attached to the Series 2011 B Loan Agreement.

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, ratify, approve and accept the Loan Agreements, including all schedules and exhibits attached thereto, copies of which are incorporated herein by reference, and the execution and delivery of the Loan Agreements 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 Agreements and in the applications to the BPH, 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 will 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 United Bank, Inc., Summersville, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2011 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 A Bonds Sinking Fund as capitalized interest.

Section 8. Series 2011 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 B Bonds Sinking Fund as capitalized interest.

Section 9. Series 2011 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 A Bonds Reserve Account.

Section 10. Series 2011 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 B Bonds Reserve Account.

Section 11. Series 2011 A Bonds proceeds in the amount of $451,923.25 shall be deposited with Branch Banking and Trust Company to pay the outstanding principal balance of and interest on the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008 (the "Prior Notes").

Section 12. The balance of the proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds shall be deposited in or credited to the Series 2011 Bonds Construction Trust Fund as received from time to time for payment of costs of the Project, including, without limitation, costs of issuance of the Series 2011 A Bonds and the Series 2011 B Bonds and related costs.

Section 13. 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 hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreements on or about March 2, 2011.

Section 14. The payment of the Prior Notes and the acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 15. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

Section 16. 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 Sinking Funds and the Reserve Accounts for the Bonds shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 17. The Issuer hereby approves payment of all invoices and bills for the Project which have been received to date from the proceeds of the Bonds.

Section 18. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by 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 (the "Code), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations promulgated or to be promulgated thereunder.

Section 19. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 22nd day of February, 2011.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of NETTIE-LEIVASY PUBLIC SERVICE DISTRICT on the 22nd day of February, 2011.

Dated: March 2, 2011.

[SEAL]

Secretary

02.09.11
657680.00001

CH5193528

IC-1
(08/09)

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").

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
(2006W-916a)

(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, "Consulting Engineers" shall mean the West Virginia Department of Environmental Protection, or any successor thereto.

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency, subject to any mortgage lien or

other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

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

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent

(100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

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

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

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

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the

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

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

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

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

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

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and

the Council, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Governmental Agency's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

(xiv) That the proceeds of the Local Bonds, advanced from time to time, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and the Council, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

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

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

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

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

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

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

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

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

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

(xxiv) That the Governmental Agency shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin,

sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project; and

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

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

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

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

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

4.5 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the

Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

7.10 This Loan Agreement shall terminate upon the earlier of:

(i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

(ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

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

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman
Date: March 2, 2011

(SEAL)

Attest: _____
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director
Date: March 2, 2011

(SEAL)

Attest: _____
Its: Authorized Officer

{C1952880.1}

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 "Schedule 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 "my firm has ascertained that".

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
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 $2,000,000
Purchase Price of Local Bonds $2,000,000

The Local Bonds shall bear no interest. Commencing December 1, 2012, 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 interests and principal and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Governmental Agency's system as provided in the Local Act.

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

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Governmental Agency:

(i) Nettie-Leivasy Public Service District Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000; and

(ii) Nettie-Leivasy Public Service District Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000.

Number of New Customers to Be Served: 0
Location: N/A

SCHEDULE Y
DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Nettie Leivasy PSD

IF

0% Interest Rate

Dated Date 3/2/11

Delivery Date 3/2/11

Period Ending	Principal	Interest	Debt Service
12/1/12	12,988		12,988
3/1/13	12,987		12,987
6/1/13	12,987		12,987
9/1/13	12,987		12,987
12/1/13	12,987		12,987
3/1/14	12,987		12,987
6/1/14	12,987		12,987
9/1/14	12,987		12,987
12/1/14	12,987		12,987
3/1/15	12,987		12,987
6/1/15	12,987		12,987
9/1/15	12,987		12,987
12/1/15	12,987		12,987
3/1/16	12,987		12,987
6/1/16	12,987		12,987
9/1/16	12,987		12,987
12/1/16	12,987		12,987
3/1/17	12,987		12,987
6/1/17	12,987		12,987
9/1/17	12,987		12,987
12/1/17	12,987		12,987
3/1/18	12,987		12,987
6/1/18	12,987		12,987
9/1/18	12,987		12,987
12/1/18	12,987		12,987
3/1/19	12,987		12,987
6/1/19	12,987		12,987
9/1/19	12,987		12,987
12/1/19	12,987		12,987
3/1/20	12,987		12,987
6/1/20	12,987		12,987
9/1/20	12,987		12,987
12/1/20	12,987		12,987
3/1/21	12,987		12,987
6/1/21	12,987		12,987
9/1/21	12,987		12,987
12/1/21	12,987		12,987
3/1/22	12,987		12,987
6/1/22	12,987		12,987
9/1/22	12,987		12,987
12/1/22	12,987		12,987
3/1/23	12,987		12,987
6/1/23	12,987		12,987
9/1/23	12,987		12,987
12/1/23	12,987		12,987

BOND DEBT SERVICE

Nettie Leivasy PSD

IF

0% Interest Rate

Period Ending	Principal	Interest	Debt Service
3/1/24	12,987		12,987
6/1/24	12,987		12,987
9/1/24	12,987		12,987
12/1/24	12,987		12,987
3/1/25	12,987		12,987
6/1/25	12,987		12,987
9/1/25	12,987		12,987
12/1/25	12,987		12,987
3/1/26	12,987		12,987
6/1/26	12,987		12,987
9/1/26	12,987		12,987
12/1/26	12,987		12,987
3/1/27	12,987		12,987
6/1/27	12,987		12,987
9/1/27	12,987		12,987
12/1/27	12,987		12,987
3/1/28	12,987		12,987
6/1/28	12,987		12,987
9/1/28	12,987		12,987
12/1/28	12,987		12,987
3/1/29	12,987		12,987
6/1/29	12,987		12,987
9/1/29	12,987		12,987
12/1/29	12,987		12,987
3/1/30	12,987		12,987
6/1/30	12,987		12,987
9/1/30	12,987		12,987
12/1/30	12,987		12,987
3/1/31	12,987		12,987
6/1/31	12,987		12,987
9/1/31	12,987		12,987
12/1/31	12,987		12,987
3/1/32	12,987		12,987
6/1/32	12,987		12,987
9/1/32	12,987		12,987
12/1/32	12,987		12,987
3/1/33	12,987		12,987
6/1/33	12,987		12,987
9/1/33	12,987		12,987
12/1/33	12,987		12,987
3/1/34	12,987		12,987
6/1/34	12,987		12,987
9/1/34	12,987		12,987
12/1/34	12,987		12,987
3/1/35	12,987		12,987
6/1/35	12,987		12,987
9/1/35	12,987		12,987
12/1/35	12,987		12,987
3/1/36	12,987		12,987

BOND DEBT SERVICE

Nettie Leivasy PSD

IF

0% Interest Rate

Period Ending	Principal	Interest	Debt Service
6/1/36	12,987		12,987
9/1/36	12,987		12,987
12/1/36	12,987		12,987
3/1/37	12,987		12,987
6/1/37	12,987		12,987
9/1/37	12,987		12,987
12/1/37	12,987		12,987
3/1/38	12,987		12,987
6/1/38	12,987		12,987
9/1/38	12,987		12,987
12/1/38	12,987		12,987
3/1/39	12,987		12,987
6/1/39	12,987		12,987
9/1/39	12,987		12,987
12/1/39	12,987		12,987
3/1/40	12,987		12,987
6/1/40	12,987		12,987
9/1/40	12,987		12,987
12/1/40	12,987		12,987
3/1/41	12,987		12,987
6/1/41	12,987		12,987
9/1/41	12,987		12,987
12/1/41	12,987		12,987
3/1/42	12,987		12,987
6/1/42	12,987		12,987
9/1/42	12,987		12,987
12/1/42	12,987		12,987
3/1/43	12,987		12,987
6/1/43	12,987		12,987
9/1/43	12,987		12,987
12/1/43	12,987		12,987
3/1/44	12,987		12,987
6/1/44	12,987		12,987
9/1/44	12,987		12,987
12/1/44	12,987		12,987
3/1/45	12,987		12,987
6/1/45	12,987		12,987
9/1/45	12,987		12,987
12/1/45	12,987		12,987
3/1/46	12,987		12,987
6/1/46	12,987		12,987
9/1/46	12,987		12,987
12/1/46	12,987		12,987
3/1/47	12,987		12,987
6/1/47	12,987		12,987
9/1/47	12,987		12,987
12/1/47	12,987		12,987
3/1/48	12,987		12,987
6/1/48	12,987		12,987

BOND DEBT SERVICE

Nettie Leivasy PSD

IF

0% Interest Rate

Period Ending	Principal	Interest	Debt Service
9/1/48	12,987		12,987
12/1/48	12,987		12,987
3/1/49	12,987		12,987
6/1/49	12,987		12,987
9/1/49	12,987		12,987
12/1/49	12,987		12,987
3/1/50	12,987		12,987
6/1/50	12,987		12,987
9/1/50	12,987		12,987
12/1/50	12,987		12,987
3/1/51	12,988		12,988
	2,000,000		**2,000,000**

SCHEDULE Z

None.

DWTRF
(08/10)

LOAN AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND LOAN AGREEMENT (the "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 under the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, a division of the West Virginia Department of Health and Human Resources (the "BPH"), and the local entity designated below (the "Local Entity").

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT (2006W-916a)
(Local Entity)

W I T N E S S E T H:

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

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

WHEREAS, under the Act the BPH is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition §66.458 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;

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

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to make loans from the Fund to Local Entities for the design, acquisition or construction of drinking water projects by such Local Entities, all subject to such provisions and limitations as are contained in the Safe Drinking Water Act and the Act;

WHEREAS, the Local Entity constitutes a local entity as defined by the Act;

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

WHEREAS, the Local Entity is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a drinking water project and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Local Entity;

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

WHEREAS, the Local Entity has completed and filed with the Authority and BPH 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 the Fund having available sufficient funds therefor, the Authority and BPH are willing to lend the Local Entity the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Entity with moneys held in the Fund, subject to the Local Entity's satisfaction of certain legal and other requirements of the Program.

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

ARTICLE I

Definitions

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

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

1.3 "Cross Cutter Authorities" means federal laws and authorities that apply by their terms to projects or activities receiving federal assistance.

1.4 "Loan" means the loan to be made by the Authority and BPH to the Local Entity through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.5 "Local Act" means the official action of the Local Entity required by Section 4.1 hereof, authorizing the Local Bonds.

1.6 "Local Bonds" means the revenue bonds to be issued by the Local Entity pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this Loan Agreement.

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

1.8 "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.

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

1.10 "Project" means the drinking water project hereinabove referred to, to be constructed or being constructed by the Local Entity in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Entity in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.11 "DWTRF Regulations" means the regulations set forth in the West Virginia Code of State Regulations.

1.12 "System" means the drinking water system owned by the Local Entity, 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.

1.13 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 design, 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 Local Entity by the Consulting Engineers, the BPH and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and the Local Act, the Local Entity 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 Local Entity 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 Local Entity, subject to any mortgage lien or

other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by BPH and the Authority.

2.4 The Local Entity agrees that the Authority and BPH and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Entity further agrees that the Authority and BPH and their respective duly authorized agents 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 BPH with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Entity 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 Local Entity shall permit the Authority and BPH, acting by and through their directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Entity shall submit to the Authority and BPH such documents and information as it 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 Local Entity agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Entity 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 Local Entity 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 Local Entity 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 Authority and BPH

and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Entity, the Local Entity or (at the option of the Local Entity) 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 Local Entity, 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 Local Entity on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Entity 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 Local Entity shall provide and maintain competent and adequate engineering services satisfactory to the Authority and BPH 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, BPH and the Local Entity 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. The Local Entity shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Local Entity shall notify BPH in writing of such receipt.

2.10 The Local Entity shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Entity shall employ qualified operating personnel properly certified by the State. If the Local Entity is a newly established water system, the Local Entity must employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The newly established Local Entity shall notify BPH in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Entity hereby covenants and agrees to comply with all applicable federal and state statutes, rules and regulations, the applicable requirements of all Cross Cutter Authorities and all applicable local ordinances issued by the Authority,

BPH 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 Local Entity, 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 A and incorporated herein by reference, and forward a copy by the 10th of each month the Authority.]

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

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

2.15 The Local Entity shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia in the manner prescribed by and the guidelines established by the Authority and the PSC.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and BPH to make the Loan is subject to the Local Entity's fulfillment, to the satisfaction of the Authority and BPH, 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 Local Entity shall have delivered to BPH and the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended;

(b) The Local Entity shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

(c) The Local Entity 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;

(d) The Local Entity 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 Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

(e) The Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect;

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

(g) The Local Entity shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

(h) The Local Entity 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 BPH shall have received an opinion of counsel to the Local Entity, which may be local

counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

(i) 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 BPH shall have received a certificate of the accountant for the Local Entity, or such other person or firm experienced in the finances of local entities and satisfactory to the Authority and BPH, to such effect;

(j) 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 and BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants; and

(k) The Local Entity shall have obtained 100% of the titles, easements and rights-of-way, or shall have received rights-of-entry for the same and the Authority and BPH shall receive an opinion of counsel to the Local Entity, satisfactory to the Authority and BPH, to such effect.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the BPH, including the DWTRF Regulations, 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 Local Entity and the Local Entity shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Entity 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 Local Entity 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, BPH and the Local Entity. 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.

3.5 The Local Entity understands and acknowledges that it is one of several local entities which have applied to the Authority and BPH for loans from the Fund to finance drinking water projects and that the obligation of the Authority to make any such loan is subject to the Local Entity's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Entity specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, the Authority may purchase the bonds of other local entities set out in the State Project Priority List, as defined in the DWTRF Regulations. The Local Entity further specifically recognizes that all loans will be originated in conjunction with the DWTRF Regulations and with the prior approval of BPH or such later date as is agreed to in writing by the BPH.

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

3.7 The Local Entity shall comply with the following conditions:

(a) The Local Entity shall develop and implement an asset management plan in accordance with BPH guidelines and approved by BPH.

(b) The Local Entity shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying.

(c) The Local Entity shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference

be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

(d) The Local Entity shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by BPH, the Local Entity shall provide certifications as to compliance.

(e) The Local Entity shall comply with all requests for data related to the use of the funds provided under this agreement.

(f) The Local Entity shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this Agreement and (2) interview any officer or employee of the Local Entity.

(g) The Local Entity must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

(h) The Local Entity shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(i) The Local Entity shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than the higher of those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code or the prevailing wage rate set by the State. The Local Entity must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

(j) Pursuant to 40 CFR, Section 33.301, the Local Entity agrees to make Disadvantage Business Enterprise (DBE) good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Entity shall provide BPH with DBE participation reports semi-annually.

(k) The Local Entity shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Entity shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and Local Entities, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

ARTICLE IV

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

4.1 The Local Entity shall, as one of the conditions of the Authority and BPH to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Entity in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows:

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

(i) to pay Operating Expenses of the System;

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

funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

Provided that if the Local Entity 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, as applicable, of the System as provided 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 Local Entity will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the DWTRF Regulations, 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 from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of the System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Entity 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;

(vi) That the Local Entity 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 Local Entity 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 Local Entity 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 and all rights as set forth in Section 5 of the Act;

(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 Local Entity will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Entity shall annually, within six months of the end of the fiscal year, 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. If the Local Entity receives $500,000 or more (in any combination of federal funds) in a fiscal year, the audit shall be obtained in accordance with the Single Audit Act (as amended from time to time) and the applicable OMB Circular (or any successor thereto). Financial statement audits are required once all funds have been received by the Local Entity. The audit shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Entity's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Entity 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 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, except for accrued interest and capitalized interest, if any, 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 Local Entity 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 funding of such Local Entity, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the BPH, 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 Local Entity may authorize redemption of the Local Bonds with 30 days written notice to BPH and the Authority;

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

(xvii) That the Local Entity 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 Local Entity shall complete the Monthly Payment Form, attached hereto as Exhibit E 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. The Local Entity shall make monthly payments to the Commission by electronic transfer;

(xviii) That, if required by the Authority and BPH and, 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 Local Entity 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 Local Entity shall have obtained the certificate of the Consulting Engineers 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 BPH, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and BPH 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;

(xx) That the Local Entity shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate its services to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore such services until all delinquent charges for the services of the System have been fully paid; and

(xxi) That the Local Entity shall submit all proposed change orders to the BPH for written approval. The Local Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. The Local Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Entity hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted 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 nationally recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit F.

4.2 The Loan shall be secured by the pledge and assignment by the Local Entity, as effected by the Local Act, of the fees, charges and other revenues of the Local Entity from the System.

4.3 At least two and one-half percent (2½%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Entity to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Entity, the BPH and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the DWTRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y 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.

4.4 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 Local Entity. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the DWTRF Regulations, the Local Entity agrees to pay from time to time, if required by the Authority and BPH, the Local Entity's allocable share of the reasonable administrative expenses of the BPH and the Authority relating to the Program. Such administrative expenses shall be determined by the BPH and the Authority and shall include, without limitation, Program expenses, legal fees paid by the BPH and the Authority and fees paid for any bonds or notes to be issued by the Authority for contribution to the Fund.

4.6 The obligation of the Authority to make any loans shall be conditioned upon the availability of moneys in the Fund in such amount and on such

terms and conditions as, in the sole judgment of the Authority, will enable it to make the Loan.

ARTICLE V

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

5.1 The Local Entity hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Entity 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 Local Entity 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 Local Entity defaults in any 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 Local Entity hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Entity, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.

ARTICLE VI

Other Agreements of the Local Entity

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

6.2 The Local Entity hereby warrants and represents that all information provided to the Authority and BPH 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 BPH 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 BPH by the Local Entity in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Entity 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, the DWTRF Regulations or this Loan Agreement.

6.3 The Local Entity hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project, provided that such repayment shall not be made from the proceeds of the Loan.

6.4 The Local Entity hereby covenants that, if required by the Authority, 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 Local Entity fails to make any such rebates as required, then the Local Entity 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.

6.5 Notwithstanding Section 6.4, the Authority may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Entity to be monitored or cause the rebate calculations for the Local Entity to be prepared, in either case at the expense of the Local Entity.

6.6 The Local Entity hereby agrees to give the Authority 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.

6.7 The Local Entity hereby agrees to file with the Authority upon completion of acquisition and construction of the Project a schedule setting forth the actual costs of the Project and sources of funds.

ARTICLE VII

Miscellaneous

7.1 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 Local Entity supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.2 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.

7.3 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.

7.4 No waiver by any 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.

7.5 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.

7.6 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Local Entity 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.

7.7 This Loan Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Entity from either the Authority or BPH;

(ii) 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 BPH if the Local Entity has failed to deliver the Local Bonds to the Authority;

(iii) termination by the Authority and BPH pursuant to Section 6.2 hereof; or

(iv) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Entity to the Authority or BPH.

In the event funds are not available to make all of the Loan, the responsibility of the Authority and BPH to make all the Loan is terminated; provided further that the obligation of the Local Entity to repay the outstanding amount of the Loan made by the Authority and BPH is not terminated due to such non-funding on any balance of the Loan. The BPH agrees to use its best efforts to have the amount contemplated under this Loan Agreement included in its budget. Non-funding of the Loan shall not be considered an event of default under this Loan Agreement.

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.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

(SEAL)

By: _____
Its: Chairman
Date: March 2, 2011

Attest:

_____
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: March 2, 2011

Attest:

_____
Its: Authorized Officer

EXHIBIT A

MONTHLY FINANCIAL REPORT

Name of Local Entity _____
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 Local Entity to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of $1,200 are anticipated to be received for the year, each month the base would be increased by $100 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of $900 are anticipated to be incurred for the year, each month the base would be increased by $75 ($900/12). This is the incremental amount for the Budget Year-to-Date column.

Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Entity according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Entity.

The Local Entity must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing 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 B

PAYMENT REQUISITION FORM

EXHIBIT C

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the 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 used herein and not defined herein shall have the same meaning 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 Bureau for Public Health (the "BPH"), dated _____.

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by BPH and any change orders approved by the Issuer, 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 _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my firm[1] has ascertained that all successful bidders have made required provisions

[1]If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then

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 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 approved by BPH; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

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

[SEAL]

_____

By:

_____

West Virginia License No. _____

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insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

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

EXHIBIT D

SPECIAL CONDITIONS

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

B. EXHIBIT D-1 – The Local Entity shall complete the form attached as Exhibit D-1 and submit to the BPH prior to the Closing.

EXHIBIT D-1

For DHHR Use Only:
Grant Number _____

West Virginia Department of Health and Human Resources
Subrecipient (Grantee) Information Form
Please see the instructions for Completion of the Subrecipient (Grantee) Information Form

1. Subrecipient (Grantee) Name

2. Subrecipient (Grantee) Location (Street Address, City State and Zip Code)

3. Subrecipient (Grantee) 9-Digit DUNS Number

4. Subrecipient (Grantee) Type (Please check one box only)

- ☐ State Government
- ☐ County Government
- ☐ City or Township Government
- ☐ Special District Government
- ☐ Regional Organization
- ☐ U.S. Territory or Possession
- ☐ Independent School District
- ☐ Public/State Controlled Institution of Higher Learning
- ☐ Indian/Native American Tribal Government (Federally Recognized)
- ☐ Indian/Native American Tribal Government (Other than Federally Recognized)
- ☐ Indian/Native American Tribally Designated Organization
- ☐ Public/Indian Housing Authority
- ☐ Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
- ☐ Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
- ☐ Private Institution of Higher Education
- ☐ Individual
- ☐ For-Profit Business (Other than Small Business)
- ☐ Small Business
- ☐ Hispanic-serving Institution
- ☐ Historically Black Colleges and Universities (HBCUs)
- ☐ Tribally Controlled Colleges and Universities (TCCUs)
- ☐ Alaska Native and Native Hawaiian Serving Institutions
- ☐ Non-domestic (non-US) entity
- ☐ Other (Please explain) _____

5. Primary Performance Location (Street Address, City State and Zip Code)

6. Names, Titles and Total Compensation for the 5 Most Highly Compensated Officers

Officer Name	*Title*	*Total Compensation*

NOTE: This form must be signed by an individual no lower than the Executive Director or Chief Financial Officer.

Printed Name _____ Title _____

Signature _____ Date _____ Phone # _____

DHHR Finance 4-2008

EXHIBIT E

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 _____ on _____.
[Local Entity] [Date]

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Account: $_____

Witness my signature this ___ day of _____.

_____
[Name of Local Entity]

By: _____
Authorized Officer

Enclosure: wire transfer form

{C1952877.1}

EXHIBIT F

OPINION OF BOND COUNSEL FOR LOCAL ENTITY

[To Be Dated as of Date of Loan Closing]

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

West Virginia Bureau for Public Health
815 Quarrier Street, Suite 418
Charleston, WV 25301-2616

Ladies and Gentlemen:

We are bond counsel to _____(the "Local Entity"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of a (i) loan agreement dated _____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Entity and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), and (ii) the issue of a series of revenue bonds of the Local Entity, 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 principal and interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning _____1, ____, and ending _____1, ____, all 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 Local Entity on _____, as supplemented by the supplemental resolution duly adopted by the Local Entity 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 Local Entity and is a valid and binding special obligation of the Local Entity, enforceable in accordance with the terms thereof.

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

3. The Local Entity 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 Local Entity and constitute valid and binding obligations of the Local Entity, enforceable against the Local Entity 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 Local Entity to the Authority and are valid, legally enforceable and binding special obligations of the Local Entity, payable from the gross or net revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the gross or net 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 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,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	$3,073,000
Purchase Price of Local Bonds	$3,073,000

The Local Bonds shall bear no interest. Commencing December 1, 2012, principal and interest of the Local Bonds is payable quarterly, with an administrative fee of 1%. 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 Local Entity shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account is not fully funded at closing, the Local Entity shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Commission. The Local Entity shall instruct the Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

The Local Bonds are fully registered in the name of the Authority as to principal and interest, if any, and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Local Entity's system as provided in the Local Act.

The Local Entity may prepay the Local Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and BPH. The Local Entity shall request approval from the Authority and BPH in writing of any proposed debt which will be issued by the Local Entity 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 Local Entity:

(i) Nettie-Leivasy Public Service District Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000; and

(ii) Nettie-Leivasy Public Service District Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000.

Number of New Customers To Be Served: 0
Location: N/A

SCHEDULE Y
DEBT SERVICE SCHEDULE

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
12/1/12	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/13	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/13	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/13	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/13	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/14	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/14	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/14	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/14	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/15	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/15	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/15	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/15	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/16	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/16	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/16	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/16	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/17	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/17	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/17	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/17	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/18	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/18	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/18	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/18	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/19	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/19	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/19	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/19	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/20	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/20	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/20	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/20	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/21	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/21	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/21	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/21	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/22	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/22	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/22	25,608		25,608	3,873.23	2,560.90	32,042.13
12/1/22	25,608		25,608	3,873.23		29,481.23
3/1/23	25,608		25,608	3,873.23		29,481.23
6/1/23	25,608		25,608	3,873.23		29,481.23
9/1/23	25,608		25,608	3,873.23		29,481.23
12/1/23	25,608		25,608	3,873.23		29,481.23
3/1/24	25,608		25,608	3,873.23		29,481.23

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
6/1/24	25,608		25,608	3,873.23		29,481.23
9/1/24	25,608		25,608	3,873.23		29,481.23
12/1/24	25,608		25,608	3,873.23		29,481.23
3/1/25	25,608		25,608	3,873.23		29,481.23
6/1/25	25,608		25,608	3,873.23		29,481.23
9/1/25	25,608		25,608	3,873.23		29,481.23
12/1/25	25,608		25,608	3,873.23		29,481.23
3/1/26	25,608		25,608	3,873.23		29,481.23
6/1/26	25,608		25,608	3,873.23		29,481.23
9/1/26	25,608		25,608	3,873.23		29,481.23
12/1/26	25,608		25,608	3,873.23		29,481.23
3/1/27	25,608		25,608	3,873.23		29,481.23
6/1/27	25,608		25,608	3,873.23		29,481.23
9/1/27	25,608		25,608	3,873.23		29,481.23
12/1/27	25,608		25,608	3,873.23		29,481.23
3/1/28	25,608		25,608	3,873.23		29,481.23
6/1/28	25,608		25,608	3,873.23		29,481.23
9/1/28	25,608		25,608	3,873.23		29,481.23
12/1/28	25,608		25,608	3,873.23		29,481.23
3/1/29	25,608		25,608	3,873.23		29,481.23
6/1/29	25,608		25,608	3,873.23		29,481.23
9/1/29	25,608		25,608	3,873.23		29,481.23
12/1/29	25,608		25,608	3,873.23		29,481.23
3/1/30	25,608		25,608	3,873.23		29,481.23
6/1/30	25,608		25,608	3,873.23		29,481.23
9/1/30	25,608		25,608	3,873.23		29,481.23
12/1/30	25,608		25,608	3,873.23		29,481.23
3/1/31	25,608		25,608	3,873.23		29,481.23
6/1/31	25,608		25,608	3,873.23		29,481.23
9/1/31	25,608		25,608	3,873.23		29,481.23
12/1/31	25,608		25,608	3,873.23		29,481.23
3/1/32	25,608		25,608	3,873.23		29,481.23
6/1/32	25,608		25,608	3,873.23		29,481.23
9/1/32	25,608		25,608	3,873.23		29,481.23
12/1/32	25,608		25,608	3,873.23		29,481.23
3/1/33	25,608		25,608	3,873.23		29,481.23
6/1/33	25,608		25,608	3,873.23		29,481.23
9/1/33	25,608		25,608	3,873.23		29,481.23
12/1/33	25,608		25,608	3,873.23		29,481.23
3/1/34	25,608		25,608	3,873.23		29,481.23
6/1/34	25,608		25,608	3,873.23		29,481.23
9/1/34	25,608		25,608	3,873.23		29,481.23
12/1/34	25,608		25,608	3,873.23		29,481.23
3/1/35	25,608		25,608	3,873.23		29,481.23
6/1/35	25,608		25,608	3,873.22		29,481.22
9/1/35	25,608		25,608	3,873.22		29,481.22

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
12/1/35	25,608		25,608	3,873.22		29,481.22
3/1/36	25,608		25,608	3,873.22		29,481.22
6/1/36	25,608		25,608	3,873.22		29,481.22
9/1/36	25,608		25,608	3,873.22		29,481.22
12/1/36	25,608		25,608	3,873.22		29,481.22
3/1/37	25,608		25,608	3,873.22		29,481.22
6/1/37	25,608		25,608	3,873.22		29,481.22
9/1/37	25,608		25,608	3,873.22		29,481.22
12/1/37	25,608		25,608	3,873.22		29,481.22
3/1/38	25,608		25,608	3,873.22		29,481.22
6/1/38	25,608		25,608	3,873.22		29,481.22
9/1/38	25,608		25,608	3,873.22		29,481.22
12/1/38	25,608		25,608	3,873.22		29,481.22
3/1/39	25,608		25,608	3,873.22		29,481.22
6/1/39	25,608		25,608	3,873.22		29,481.22
9/1/39	25,608		25,608	3,873.22		29,481.22
12/1/39	25,608		25,608	3,873.22		29,481.22
3/1/40	25,608		25,608	3,873.22		29,481.22
6/1/40	25,608		25,608	3,873.22		29,481.22
9/1/40	25,608		25,608	3,873.22		29,481.22
12/1/40	25,608		25,608	3,873.22		29,481.22
3/1/41	25,608		25,608	3,873.22		29,481.22
6/1/41	25,608		25,608	3,873.22		29,481.22
9/1/41	25,608		25,608	3,873.22		29,481.22
12/1/41	25,608		25,608	3,873.22		29,481.22
3/1/42	25,608		25,608	3,873.22		29,481.22
6/1/42	25,608		25,608	3,873.22		29,481.22
9/1/42	25,609		25,609	3,873.22		29,482.22
	3,073,000		**3,073,000**	**464,787.30**	**102,436.00**	**3,640,223.30**

Notes:

9/1/2012 through 8/1/2022 Monthly Payment to MBC of $10,681.05*

9/1/2022 through 8/1/2042 Monthly Payment to MBC of $9,827.08*

*Rounded up to the nearest cent.

Admin Fee calculated quarterly based on outstanding bond value paid in equal qu

091317alj021010.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: February 10, 2010

CASE NO. 09-1317-PWD-CN

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
Application for a certificate of convenience and necessity to upgrade its existing water system.

HEARING PANEL
RECOMMENDED DECISION

This Hearing Panel Recommended Decision (Recommended Decision) grants the Nettie-Leivasy Public Service District (District) a Certificate of Convenience and Necessity for the Project applied for in this proceeding; approves the Project funding of a Drinking Water Treatment Revolving Fund loan of $2,173,000 with 0% interest and a 1% administrative fee, for a term of 30 years, and a West Virginia Infrastructure and Jobs Development Council loan of $2,000,000 with 0% interest, for a term of 40 years; approves appropriate increased rates to become effective upon substantial completion of the Project, subject to modification based on final total project costs and borrowing amounts; and approves the Joint Stipulation and Agreement for Settlement between the District and the Town of Summersville filed in this case on December 16, 2009.

INTRODUCTION

The Project or various iterations of it have been before regulatory and funding bodies for consideration and analysis at different levels of review. As discussed at the hearing and more fully below, the District has worked to resolve the issues that originally led the District to seek a moratorium on new customers from the Commission in Nettie-Leivasy Public Service District, Case No. 04-2027-PWD-PC. The Project before the Commission in this case is one that the District believes will address many of the needs of the District's treatment plant and other elements of the District system that have been in service for almost forty years.

The Commission took the somewhat unusual step in this proceeding of ordering a Hearing Panel, consisting of the ALJ and the Chairman of the Commission, to hear this case. That Hearing Panel arose as a result of concerns voiced in a Motion filed by the District on November 12, 2009, requesting the Commission to rescind its earlier referral order and retain this case for decision. That Motion and other pleadings contained allegations from the District about the Project and the conduct of the Staff Engineer assigned to the Project. In summary, and without repeating all of the assertions contained in that Motion, the District argues that the Project has been put in jeopardy by the unwarranted,

unfair and excessive efforts of the Staff Engineer assigned to assess the Project.

As reflected in this Recommended Decision, the Panel did not have a difficult time concluding that the Joint Stipulation between the District and the Summersville should be approved, that the Project is reasonable and meets the requirements for the issuance of a Certificate of Convenience and Necessity and that a Certificate should be granted. What have not been as easy to assess are the allegations related to the Staff Engineer and assertions that he has been less than even-handed in his approach to the evaluation of the Project.

While the level of rhetoric may have soared a bit in filings in this proceeding, it still goes without saying that the entities which the Commission regulates are entitled to know that the projects and cases that they advance before this Commission will be reviewed and evaluated fairly and reasonably and without personal prejudice or bias and that if the applicant makes the requisite showing for a Certificate, that Certificate will be granted. Those applicants who believe they have been unfairly treated face a difficult and "touchy" task in raising with the Commission instances in which they believe that the Staff may have crossed the line in pursuing its evaluation of the case. They understand that they will have to continue to deal with Staff members with whom they may have disagreements and that the Commission will not take lightly any unfounded allegations of bias or unfairness about the Staff.

By the same token, the Commission Staff is faced with a difficult task. The Staff is charged with the regulatory duty of reviewing these projects and offering their professional opinions, after that review, of the validity and worth of the particular project before the Commission. The Staff is entitled to know that if they perform those duties within the limits of reasonableness and propriety, the Commission will give their work product and opinions the weight to which they are entitled.

It is difficult to assess whether there has been a fair and unbiased evaluation of a project as compared to a possible instance in which personal bias or inflexible preconception may have entered into the final judgment by Staff as to its recommendation. That is no less difficult here. Quite frankly, the Panel has some concern based on the evidence presented at the hearing about the allegations that the Engineer assigned to the case did not make the sort of independent and unbiased assessment of the Project as filed that the Panel (and presumably the Commission) would require under the circumstances. The evidence adduced at the hearing indicates that the Engineer had strongly held beliefs on alternatives to the Project that should be constructed and urged a result consistent with those beliefs. The question is did the Staff Engineer cross the line in urging the Commission to reject the Certificate for the Project. We do not think so. We have approved the Project, but having done that, we urge greater caution, concern, cooperation and transparency in future cases.

As pointed out by the District, the Staff is no stranger to the District's operations and facilities or the Project. The Staff Engineer in this case was assigned to the general investigation case involving the District that lasted from 2006 to 2008. (See Utility Cross Exhibit 1). He was well aware through monthly reports filed in that matter of the

manner in which the District intended to move forward in terms of the Project and its related phases. (Tr. II, at 109-116). It is not uncommon for the Staff Engineer with the most knowledge of a utility to be assigned to that utility's case, and that is as it should be.

The District also concedes that the Staff Engineer was not required to scrutinize all facets of the District's proposed Project before the Project or the District came before the Commission; however, the District did voice concern that the Staff Engineer allowed the District to pursue a Project, at a cost of hundreds of thousands of dollars to the District, that the Staff Engineer believed was inefficient, without effectively communicating his concerns to the District, and then moved to cause disruption for the Project.

The Staff Engineer was familiar with the situation, and if he had alternatives or concerns about the Project, he could have raised those issues during the general investigation case or at least discussed them with the District's Engineer during the filing of this case. He did not. After the Project was filed, the Staff Engineer never communicated with the District's consulting engineer (and apparently, to some extent, the reverse was also true), a procedure that would normally seem to be a logical first step in assessing the Project or advancing it before the Commission. Of course, the parties are under no legal obligation to do so, but in the interests of judicial and administrative economy and expediency, that appears to have been an initial action that both parties could have taken that would have made sense. (Id. at 176).

It did not appear to the Panel that the Staff Engineer attempted to work with the District nor did he consult with the Bureau for Public Health to arrive at an engineering solution that could alleviate the Staff concerns without compromising the funding and progress of the Project. That would also have been what would be the preferred course of conduct.

There were other matters of dispute between the parties, and the record demonstrates a lack of coordination and cooperation and a great deal of misinformation about the Project. If the District had kept Summersville more fully informed of the filing and of its Project, it would likely have resulted in less confrontation among the parties. The District and Summersville agreed to the same solution and filed a Joint Stipulation to that effect. We expect more and better from the Staff and parties.

The Staff is charged with assessing the merits of the Project and for providing testimony to the Commission. While they are Commission staff, the quality of proof and the standard to which the Staff is held is no different from that of other parties. As we indicated earlier, there were a number of other specific examples of recommendations and treatments by Staff with which the District disagrees. We will deal with those specific issues in the later discussion in this Recommended Decision.

Our concern at this point is to make sure that in future proceedings the primary and principal focus should be on the project as filed, particularly where, as here, the Project has been vetted before various other agencies and councils charged with looking at the Project. The Commission Staff may certainly look at alternatives and offer testimony

on alternatives, but those alternatives should be reasonable, cost effective, hydraulically feasible, capable of obtaining financing, and in a normal situation vetted in advance with the applicant.

PROCEDURE

On August 7, 2009, the District (District) filed an application for a certificate of convenience and necessity to upgrade its water system.

On September 3, 2009, the District filed an affidavit of publication indicating that it properly published notice in Nicholas County. The Commission has received numerous protests, including petitions with approximately 510 signatures. Numerous letters opposed the Project. Numerous letters supported the Project.

On November 20, 2009, the Commission created a panel to hear the matter consisting of Chairman Michael A. Albert and Administrative Law Judge Keith A. George.

On October 30, 2009, the City of Summersville (Summersville) petitioned to intervene. By Procedural Order issued November 20, 2009, Summersville was granted Intervenor status and the matter was set for hearing on December 17, 2009.

The hearing was held as scheduled and continued into December 18, 2009. Grant P. H. Shuman, Esquire, and Susan J. Riggs, Esquire, appeared on behalf of the District. Robert R. Rodecker, Esquire, appeared on behalf of Summersville. Wendy Braswell, Esquire, appeared on behalf of Staff.

PUBLIC COMMENT

Curtis Louden has lived in the proposed service area for 37 years. The area has no public water. The groundwater in the area has been destroyed by mining. Mr. Louden indicated that people in the area have hauled water for sixty years. Mr. Louden does not care who provides public water as long as public water comes into the area. (Tr. 13, 14, 15).[1]

Sue McNeely supports the District keeping its own water and does not want Summersville water. (Tr. 15, 16).

Warren David Hilton has lived in the area since 1970. Mr. Hilton has hauled water for use since 1970 and would very much appreciate public water. (Tr. 16).

EVIDENCE

History

David McMillion is the Chairman of the District. (Tr. 27). The District currently serves 1,325 customers and is under a moratorium

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[1]All references to the transcript for the first day of hearing, December 17, 2009, will be Tr.

prohibiting it from serving new customers. (Tr. 28, 29; Utility Ex. 1). The District's existing facilities are operating in excess of their design capacity. (Tr. 30). The moratorium was approved because any increase in customer base with existing treatment capacity would result in the degradation of service. (Tr. 30). The moratorium can only be lifted and customers added if the District increases its capacity to produce water, significantly reduces its unaccounted-for water loss or, as a part of the Project, provides for water service from other sources. (Tr. 31, 65 and 76). The District filed the application, in part, in order to lift the moratorium. (Tr. 31).

Eventually the Commission opened a General Investigation of the District. (Tr. 32; Utility Ex. 2). The Commission required the District to take steps toward lifting the moratorium. (Tr. 33). The District still has excess unaccounted-for water loss but has been making efforts, including replacing several meters for customers and placing meters in various points on the system, to assist in finding leaks. (Tr. 34).

When the District first approached the West Virginia Infrastructure and Jobs Development Council (Infrastructure Council) regarding its funding package, the District's application was referred to the Infrastructure Council Consolidation Committee. (Tr. 37). During the period of time the funding package was before the Consolidation Committee, the District negotiated with Summersville. (Tr. 37, 38, 39). The District and Summersville agreed that the District could upgrade its treatment plant but that the District would construct lines to Summersville in order to serve the community of Canvas with water purchased from Summersville. (Tr. 38, 39). It is not the intent of the District to compete with Summersville for resale customers. (Tr. 66, 67).

The Project Description

The Project was eventually separated into various phases. (Tr. 40, 41). Phase I-A, which is pending before the Commission, is the upgrade to the District's treatment plant at Nettie. Phase I-B is an interconnection with Summersville to provide water to the Canvas area. (Tr. 41). Phase II would be an extension of service to the Carl and Green Valley area. (Tr. 42). The District fully intends to proceed with the remaining two phases of the Project. (Tr. 54, 55). The Carl and Green Valley extension should qualify for better funding if funded apart from the treatment plant. The Infrastructure Council has reviewed all three phases of the application and has fully funded two of them. (Tr. 86). The only non-fully-funded Project is the connection to Summersville. (Tr. 87, 159, 160).

The upgrade to the Nettie treatment plant will increase the capacity of the District to produce water and will significantly reduce the daily pumping time of the plant. Much of the District's existing treatment plant is approaching the end of its useful life and has been in service for approximately 39 years. (Tr. 53). Improvements to the treatment plant will assist the District in complying with State and Federal health regulations. (Tr. 54). Upgrading the system is necessary to eventually extend lines to the Carl and Green Valley area where customers have inadequate water. (Tr. 53).

Phase II of the Project will provide water to 72 to 100 new customers in the Carl and Green Valley area. (Tr. 55, 103). Individuals in that area have had their wells and springs fail and do not have an adequate, sustainable source of clean drinking water. (Tr. 55, 102). Some of those individuals must haul water from spring sources or mine sources. (Tr. 102, 103). Many of them travel ten to fifteen miles to haul the water. The extension and provision of water service to the Carl/Green Valley area is dependent upon the pending certificate being granted and the District's upgraded water production capabilities. (Tr. 104).

The estimated cost of the Project is about $4,173,000, and the District's application requested a 31% rate increase to support the Project. (Tr. 61).

The District's Service Areas

The District has three distinctly different service areas. Canvas is essentially at the same elevation as Summersville. Nettie is several hundred feet higher and includes a plateau located ten miles to the southwest of Summersville on a high ridge. Further south, Leivasy sits several hundred feet below Nettie. (Tr. 76).

After reviewing the comments from the various members of the Infrastructure Council Technical Review and Consolidation Committees, Frederick Hypes,[2] the engineer retained by the District, concluded that an appropriate alternative to the District building a much larger treatment plant would be for the District to supply the customers in Canvas by purchasing water from the Summersville treatment facility. (Tr. 76). The District treatment plant would still need to be expanded from 200 gallons a minute (gpm) to 350 gpm in order to reduce its pumping time to a reasonable level and to provide sufficient water to serve the Carl/Green Valley area. (Tr. 77).

Mr. Hypes believes that to pump water up the mountain from Summersville to serve all of the District's customers would require the replacement of ten miles of water line and the installation of three to four pumping stations, certain pressure-reducing meters, and certain additional satellite tanks. (Tr. II 221). The District is spread over approximately thirty miles of roadway, and any remote pumping stations would have to be able to start simultaneously. This would be a technologically-sophisticated process requiring significant mechanical and electrical complexity in order to work. (Tr. II 222).

Service to the Canvas Area

The Canvas area represents about 40% of the District's existing customers. Supplying the Canvas customers by purchasing water from Summersville enhances the District's ability to serve new customers and beneficially increases the load factor for the Summersville plant. There is the possibility for growth and a new housing development in the Canvas

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[2]Mr. Hypes is the Vice-President of Engineering for Dunn Engineering. The District retained Dunn Engineering in 2006 to pursue funding and to address the moratorium. (Tr. 73).

area. The Canvas area is the District territory that is closest to Summersville, about five miles. (Tr. 65).

The Canvas area customers will be operationally and physically separated from the rest of the District system after the connection to Summersville is made. (Tr. 78). The Project also involves the installation of telemetry for the Leivasy and Canvas tanks that now occasionally overflow. (Tr. 79). Both the District and Summersville agreed that they want to prevent the mixing of the two treated waters. (Tr. 84).

Under normal water use, the Canvas tank is isolated from the existing distribution system because of topography. There is an altitude valve that literally acts as a cork on the system. Most of the time the water comes from the tank at Nettie, and only during high demand, when the friction loss from the pipeline exceeds the demand, does the Canvas tank operate. (Tr. 107).

Raw Water Supply

The main raw water source for the District is Panther Creek. (Tr. 68). Mr. McMillion described the Creek as a "small creek", but asserted that the District has not experienced any trouble with Panther Creek providing adequate water in the last ten years. (Tr. 68). The District did have some trouble obtaining sufficient water from Panther Creek at a point in the 1980s. (Tr. 69).

The District has, for a number of years, utilized a mine pump to augment Panther Creek by removing water from a mine that underlies Panther Creek. Mr. Hypes testified that the normal flows in Panther Creek exceed, by many times, the average daily intake of raw water by the District's treatment plant. (Tr. 116). The District engineers relied on 7Q10 data provided by the Department of Environmental Protection (DEP). (Tr. 116, 117). 7Q10 is the seven-consecutive-day ten-year-average low-flow condition in a stream. Mr. Hypes testified that 99% of the time the District raw water source is Panther Creek, and only in the driest periods of time does the District augment the flow with the mine pump. The mine pump operates a few hours a day intermittently as the weather requires it. (Tr. 117). The mine pump simply pumps mine water directly into Panther Creek. (Tr. 118).[3] In 2009, the District used the pump less than 40 hours the entire year. (Tr. 118). The District, since 1991, has owned the pump, hardware and various controls associated with the raw water pump from the mine. (Tr. 121). The District is currently working on obtaining the legal rights to the real property associated with the pump. (Tr. 121, 122). Mr. Hypes believes that, in the last 30 years, Panther Creek never ran dry. (Tr. 131). Mr. Hypes believes that the water in the mine will be adequate to augment a 350 gpm treatment plant. (Tr. 131, 132).

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[3]The District is currently attempting to obtain an NPDES Permit to allow it to discharge pumped mine water into Panther Creek. (Tr. 119, 120). It was issued as citation by DEP in late October of 2009 because of the water discharge. (Tr. 120). It is likely that the inquiry of Staff Engineer to the DEP directly led to the citation issued to the District. (Tr. II 28, 30).

In 1995, the water in the mine was purposely exhausted at the request of the coal company that owned the mine in order to allow the mining company to work the mine. (Tr. 132, 133). In 1995, there was some trucking of water to augment the District's raw water source, as well as, an attempt to pump water through the emergency line that was installed in 1988. (Tr. 133).

During the 1988 drought, the Federal Emergency Management Agency (FEMA) constructed an emergency water line to augment the District's raw water source. (Tr. 118). The emergency raw water line ran to the Gauley River in part because in 1988 the mine source water was unavailable because the mine was being worked. (Tr. II 218, 219).

The District has operated a treatment facility on Panther Creek since 1970 or 1971. (Tr. II 217, 218). The raw water has been sufficient, even through the droughts of 1988 and 1995, with some augmentation. (Tr. II 218). Mr. Hypes believes that there is more water in the mine at this time than there was at the time of the 1995 study or at any time in the past. (Tr. II 219).

Edward L. Shutt is a professional engineer who has worked extensively with Summersville. (Tr. 193, 194). A Preliminary Engineering Report was prepared in October 1995 by A. Gray Tilly, who was working under Mr. Shutt's direction. (Tr. 195, 210, 211). The report indicated that the catch basin in the mine providing raw water to the District covered an area of approximately eleven acres. (Tr. 196, 197). The report made certain assumptions as to the average depth of the water in the mine and estimated that there was approximately 3,000,000 gallons of water in the mine which amounted to approximately eleven days of raw water supply for the District. The report further indicated that the bore hole had failed previously and that the drought of 1995 revealed that the mine source was inadequate. The report indicated that, after several days of pumping, the mine source failed. (Tr. 197). Mr. Shutt informed the District engineer, Fred Hypes, of the report regarding the mine source in October of 1995, but indicated there was no follow-up. (Tr. 198, 199). Mr. Shutt believes the report was accurate and that Mr. Tilly had a certain expertise and heightened sensitivity to mine water sources since he had worked with two separate mine water sources in southern West Virginia which worked for years. (Tr. 199). The quantity and quality of the mine sources in southern West Virginia deteriorated, and Mr. Tilly did a large amount of research on the subject. (Tr. 199, 200).

Mr. Weimer visited Panther Creek (Tr. II 18) and reviewed 7Q10 data related to Panther Creek. (Tr. II 19). The DEP, the Western Geological Survey and West Virginia University have been modifying the way that they collect and calculate 7Q10 data across the State, attempting to put in actual water gauges in the last couple of years. (Tr. II 21, 22, 23). Prior to that effort, the data was based on a statistical analysis of rainfall and runoff characteristics for various watersheds and was strictly a calculation as opposed to measurement. (Tr. II 23). Under the old methodology, Panther Creek showed a low flow of about 0.7055 cubic feet per second based on statistical analyses and calculations. The newer 7Q10 data for Panther Creek was 0.113 cubic feet per second, which is a significant reduction from the earlier estimates. (Tr. II 24). When Mr. Weimer observed the Creek, it had a very low flow. (Tr.

II 24). A gauge has been placed on Panther Creek at some period to gather information about its flow. (Tr. II 25, 26). Mr. Weimer believes that the older and original 7Q10 information demonstrates that there is about 316 gallons a minute at low flow in the stream, but the revised 7Q10 data indicates there is only 50 gallons per minute in the stream at low flow. (Tr. II 26, 27). Given the 350 gpm capacity of the treatment plant, the District would certainly be required from time to time to rely upon the water pumped out of the mine. (Tr. II 27). Mr. Weimer believes that the mine source will be critical to the treatment plant and the frequency of withdrawals from the mine source would probably increase, certainly as the utilization of the treatment plant increased. (Tr. II 27).

Mr. Weimer believes that it is critical to have a legal right to the raw water for at least the same period of time that the District has debt related to the treatment plant. (Tr. II 32, 33). The mine involved as the raw water source for the District has an outcrop two miles further down the road, and water runs out of the second outcrop. Mr. Weimer believes that the outcrop is at the low point of the mine and the pump is at the high point of the mine. As rainfall decreases, inflow in the mine decreases and water will start dropping in the mine. (Tr. II 35). Mr. Weimer explained that mines, by their very nature, change directions both horizontally and vertically, and there is certainly the potential of water being trapped in the mine but being unavailable at the mine source pump site. During an extended dry period, Mr. Weimer believes that the mine source water could potentially be very limited. (Tr. II 37).

Treatment Plant

The treatment facilities and storage tanks the District uses were built in 1970 and 1971. The tank at the treatment facility has never been painted during that forty years and over the last two years has been repeatedly patched because of corrosion. That particular tank will be abandoned in place. The treatment plant started as a 200 gpm treatment plant. After about 1976, it has been operated at a rate of between 230 and 250 gpm. (Tr. 93). From the beginning of its operations, the plant has been operating at a pace above its design. The plant has never been taken out of service in all of these years, but it is believed that the steel walls are corroded and the supports have deteriorated. The pumping station constructed on Panther Creek is too small to allow for proper maintenance. Mr. Hypes believes that the electrical system is in such condition that it is not safe to enter the structure. The tanks at Leivasy and Canvas have not been painted since they were constructed.[4] The tanks have no telemetry to indicate when they are full or empty, and there is no security. (Tr. 94). Mr. Hypes believes that the existing facilities have a very finite life and that, in a matter of a few years, there will be significant failures affecting the entire customer base of the District. (Tr. 95).

The plans and specifications for the Project were submitted to the Health Department and the Public Service Commission. Both of those

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[4]If the District obtains new facilities, it is hoped it will take better care of the facilities and properly maintain them in order to extend their useful life.

agencies made certain comments that were addressed through various changes to the plans and specifications. The principal change in the design was with the handling of the backwash water and solids on the filters. (Tr. 95). The design went from geo-tubes to a free draining pond. (Tr. 95, 96).

The Bureau of Public Health has issued its permit for Phase I-A of the Project. (Tr. 101; Utility Ex. 29). The Department of Transportation and the DEP have also issued permits relative to the Project. (Tr. 102).

Mr. Hypes is concerned that any efforts to repair the existing treatment plant would be an unnecessary expenditure of funds and would not provide any long term solutions to the problems. (Tr. 108, 109). He also doubts that such a project could be funded if the extended service life of the plant is less than the time of the loan. (Tr. 109).

The District currently operates its treatment plant between 230 and 250 gpm, which significantly exceeds the Department of Health recommendations. During backwash periods, when one of the filters is removed from service, the amount going through the single filter is more than twice the maximum recommendation. (Tr. 139). Mr. Hypes does not recommend operating small water treatment facilities at maximum rates but believes there should be a safety factor applied. (Tr. 142). The District treatment plant currently pumps between eighteen and nineteen hours a day. (Tr. 59). On several occasions the District has had to pump 24-hours-a-day. (Tr. II 94).

Mr. Hypes testified that the paint used on the District's treatment plant is likely to be lead-based paint requiring things to be sandblasted down to bare metal if a repair attempt is made. (Tr. II 222). He believes that almost the entire treatment plant would require being rebuilt. (Tr. II 222, 223). Mr. Hypes testified that such a significant maintenance project would be impossible to complete at the same time that the District is attempting to provide water to its customers. (Tr. II 223).

Prior Administrative Review and Analysis

Steven A. Fisher serves on the Infrastructure Council on behalf of the Housing Fund. (Tr. 144). The Infrastructure Council Consolidation Committee attempts to determine whether a project is the most efficient and effective project and whether it should proceed to the Funding Committee. (Tr. 150). The Consolidation Committee looks at the Engineer's preliminary report and any information provided by its various members. For this particular Project, the Consolidation Committee considered various options, including the full 600 gpm upgrade of the Nettie plant and purchasing water from Summersville. (Tr. 151). The Infrastructure Consolidation Committee believed that the District should have Summersville provide the water for the Canvas area of its service territory. There was general agreement on that resolution. The

Consolidation Committee did not need to meet again regarding this Project. (Tr. 155; Utility Ex. 33).[5]

The Consolidation Committee did explore the possibility that the District would purchase all of its water from Summersville, pump it to Nettie and then have it flow back down hill through the different pressure gradients through parallel lines. (Tr. 157, 170). The Consolidation Committee concluded that such an alternative was simply not feasible from an engineering perspective and would be too expensive. (Tr. 157; Tr. II 119, 120; Utility Ex. 4).

Financial Analysis

Daniel Richard Barnett is a certified public accountant who is employed by the District as a consultant. (Tr. 184, 185). The District's Rule 42 Exhibit was for the fiscal year ending June 30, 2008. (Tr. 186). Mr. Barnett testified that the rates proposed by the District in its Rule 42 filing would support the projected borrowing. (Tr. 187, 188). The District has commitments for a $2,173,000 loan from the Drinking Water Treatment Revolving Fund and a $2,000,000 loan from the Infrastructure Council. (Tr. 190). The District's proposed rates are designed so it could support a loan from the Infrastructure Council in the amount of $2,500,000. (Tr. 190).

Mr. Weimer observed that many of the cost calculations were not adjusted from 2006 through 2009. (Tr. II 49, 50, 51). Mr. Weimer was further concerned that the District's proposed contingency dropped near the end of the process from 10% to 5%. Mr. Weimer testified that a 10% contingency cost is the standard in the industry. (Tr. II 53, 54, 194).

Staff was also concerned that the District put in a $500,000 cushion in the debt service. (Tr. II 53). The Commission always makes rates for a project to reflect actual debt incurred to build or improve the project. (Tr. II 192). The Staff-recommended rates to support the proposed Project would be an increase of about 24.7%. (Tr. II 205).

The Summersville Plant

The Summersville plant was designed to be a regional plant. (Tr. 200). The Summersville plant currently operates at a flow rate of 500 gpm. The plant could easily increase to 1,000 gpm. (Tr. 203). The Summersville plant has the capacity to produce at least 2,000 gpm without changing anything other than a filter. The plant operates eleven hours a day only because of frequent stop and start times. If it was capable of constant feed, it would operate for only five hours a day at current levels. (Tr. 207). Staff is concerned that the Summersville plant is operating at such a low rate that it is creating significant operating problems for the plant. The plant could actually reduce labor costs if they had the ability to sell more water. The operational plan at the Summersville treatment plant is to start the plant up and shut it down three hours later when they wait for the tanks to drop. Then they start

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[5]There were not minutes produced from the Consolidation Committee meetings regarding this Project because of simple error with the note-takers not providing notes from the meeting. (Tr. 168, 169).

the plant back up and then shut it back down. The plant is so underutilized that Summersville cannot operate it like a base load plant. (Tr. II 79). Staff is concerned that Summersville ratepayers are bearing a financial burden because the regional plant serves so few customers. (Tr. II 84). When Summersville approached the Infrastructure Council, it was for a relatively small plant, and the Infrastructure Council required Summersville to build a regional plant. (Tr. 208).

Staff Position

James Weimer has extensive experience in the mining industry, including nearly twenty years in mines in the United States, Canada and Australia. (Tr. II 14, 15).[6] Mr. Weimer has worked on various complaint cases against the District, the General Investigation into the District, and this certificate case regarding the District. (Tr. II 16). Mr. Weimer agrees that the District needs additional water production capacity. (Tr. II 30, 74).

Mr. Weimer is interested in and espoused an alternative to the Project that would include significant maintenance to extend the plant by five to eight years and proceeding to connect to Summersville. (Tr. II 55). The five to eight-year extension would allow the District to build infrastructure so that it could try to pump the water up to Nettie and take the treatment plant off line. (Tr. II 56, 57).

Mr. Weimer believes that a 16,000-foot line would get water from Summersville to Canvas. (Tr. II 57, 58). Mr. Weimer believes that it would be practical to do a line to serve the entire District's service territories with water purchased from Summersville. (Tr. II 58, 59, 60).

In the District's earlier analyses, it was assumed that several booster stations would be needed to get the water to Nettie. (Tr. II 63). Mr. Weimer agreed that, if it took the number of pump stations the District and its engineers believed it would take, using only Summersville water would be cost prohibitive and not feasible. (Tr. II 64). Mr. Weimer had not discussed his suggested alternative routes with the District's engineering firm. (Tr. II 71). Staff further believes that any investment in telemetry in this Project should be made so that the telemetry matches the system used by Summersville. (Tr. II 85).

Staff questioned the propriety of investing the amount of money in a treatment plant that has Panther Creek as its raw water source. (Tr. II 74). Mr. Weimer believes that, if the treatment plant is increased to 350 gpm and the customers are added in the Carl and Green Valley area, the new treatment plant will still be pumping about fifteen hours a day before the connection with Summersville is made. (Tr. II 75). The exact time estimated by Staff prior to the Carl and Green Valley customers being added is 13.2 hours and about 14.5 to 15 hours once the new customers are added. (Tr. II 76).

Staff is always concerned with the unnecessary duplication of facilities. (Tr. II 77). It is not in the general economic interest to

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[6]All references to the transcript for the second day of hearing, December 18, 2009, will be Tr. II.

duplicate unnecessary water treatment facilities. Regional water treatment plants are often proposed and built in order to help stabilize water cost. A large base load facility can help provide economies of scale for all the customers served by such a facility. (Tr. II 78).

Mr. Weimer testified that the did not believe that the current treatment plant was in imminent danger of failure. (Tr. II 85). He acknowledged that repairs needed to be done to the plant and its filters. Mr. Weimer believes that, with some minor maintenance, the plant could be sustained for another five to ten years; however, Staff concurred that the District's current treatment plant is near the end of its useful life. (Tr. II 86). Staff testified that life-extending activities for treatment plants were possible, but typically it is not prudent to extend life beyond fifty years. (Tr. II 136).

The Ward Road line needs replaced and experiences a large number of leaks. There is no fire protection from the Ward Road line. (Tr. 60; Tr. II 91). Staff argued that the cost of the connection to Summersville was inflated because the Ward Road line needs to be replaced in any regard. (Tr. II 92, 93).

Staff made some preliminary cost estimates about the possible maintenance Project and interconnect Project to Summersville. (Tr. II 140, 141).

DISCUSSION

Age of the System

The District is attempting to serve its 1,325 customers with a treatment plant that is forty-years old and has been running over its designed capacity since 1976. The plant typically runs 18 to 19 hours a day. During backwash periods, more than twice the recommended flow is running through a single filter. The plant supports have deteriorated and its steel walls are corroded. The forty-year old tank at the facility has never been repainted and has been repeatedly patched in the last few years because of corrosion. The system is under a moratorium preventing the addition of new customers. About 100 potential customers in the Carl and Green Valley area are in desperate need of safe public water but cannot be served without an improvement to the District system.

The Proposed Project/Summersville Alternative

The Project involves building a new treatment plant at Nettie increasing its capacity to 350 gpm. A later phase of the plan is to interconnect with Summersville so that the District can purchase water from Summersville to serve its Canvas service area. Those customers amount to 40% of the District's existing customer base. Another later phase would be an extension to serve the customers in the Carl and Green Valley area.

All witnesses agree that the District cannot continue to serve its customers from the existing treatment plant. Staff suggests that the District do some significant maintenance on the existing plant to extend

its useful life a few years and work on preparing to receive all its water from Summersville.[7]

The possibility of the District obtaining all its water from Summersville is not a new one. The Consolidation Committee explored the possibility that the District would purchase all of its water from Summersville, pump it to Nettie and then have it flow back down hill through the different pressure gradients through parallel lines. The Consolidation Committee concluded that such an alternative was simply neither feasible nor cost effective. Mr. Hypes believes that to pump water up the mountain to serve all of the District's customers would require the replacement of ten miles of water line and the installation of three to four pumping stations, certain pressure-reducing meters and certain additional satellite tanks. The District is spread over approximately thirty miles of roadway, and any remote pumping stations would have to be able to start simultaneously. That is a technologically-sophisticated process requiring significant mechanical and electrical complexity in order to work.

Staff's suggested alternative to the Project was vague.[8] Staff must support its position, but offered no persuasive evidence that the Staff alternative (to try and pump Summersville water up the mountain to Nettie rather than to replace the Nettie treatment plant) would be cost effective. It failed to persuasively challenge Mr. Hype's and the Consolidation Committee's conclusion that purchasing all the District's water needs from Summersville was simply not cost effective.

Raw Water Supply

Staff did raise concern about the adequacy of the raw water supply for the treatment plant. Although the District has operated a plant using Panther Creek as the water source for forty years, the plant typically treated 230 to 250 gpm. The new plant will be rated to treat 350 gpm. Even operating the smaller sized plant, the District had trouble getting adequate raw water in 1988, at which time FEMA constructed an emergency water line to the Gauley River for the District.[9] Additionally, in 1995 some trucking of water occurred to augment the raw

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[7]Staff's suggestion to spend money trying to extend the life of the old plant a few years only makes sense if the plan is to purchase all the needed water from Summersville. It certainly makes no economic sense to spend significant amounts of money to extend the life of the plant by five to ten years and then to build a new replacement plant at the end of that period.

[8]As the Commission explained in Brooke County Public Service District, Case No. 08-0164-PSD-CN at 6, 7 (Jan. 12, 2009), an applicant is not required to consider and reject every alterative option to the proposed project. The Commission examines possible alternatives in determining the reasonableness, convenience and necessity of the proposed project.

[9]It might be prudent for the District to have emergency plans available to reconstruct such a line in the event of a severe drought and/or the loss of its backup mine source.

water supply. The District now occasionally augments the water from a mine source. Last year, the District only had to operate the mine pump forty hours the entire year.

The District Engineer relied on certain 7Q10 data and is certain that between Panther Creek and the mine source that adequate raw water will be available for a 350 gpm plant. Staff is doubtful. Staff suggested that some different 7Q10 data suggests that, at times, the District would be dependent on the mine source. The District seems to concur that occasional water takes from the mine would likely need to continue as they have in the past few years.

No party offered convincing data on the available water in the mine. Different opinions were offered but no current engineering study was conducted or offered into evidence. The opinions offered at hearing varied widely.

Given (i) that the District has operated a treatment plant using the same water source for forty years, (ii) the District's engineer's assurance that the raw water source is adequate, and (iii) the availability of supplementary supply, the application should not be rejected over concerns regarding the raw water source. The issue is of sufficient concern to the Panel to conclude that the District should absolutely proceed with interconnecting with Summersville to serve the Canvas customers.[10] That interconnection will allow the District to serve about 40% of its existing customers with purchased water from Summersville and significantly reduce the load of raw water at the Nettie plant. Further, the District needs to clarify its legal rights and entitlements to the water in the mine as a part of constructing the Project.

Staff's insistence that the District use a 10% contingency should be rejected. The District's use of a 5% contingency is not unreasonable.

The District's effort to build into rates debt service to pay for an extra $500,000 in debt, not actually incurred by the Project, is improper and results in excessive rates. The rates supplied by Staff, which eliminate the extra debt service, should be adopted for use by the District upon substantial completion of the Project.

The settlement agreement between the District and Summersville is reasonable and should be approved by the Commission. The only modification to the settlement agreement is the rejection of paragraph 10(c) which anticipates the adoption of the District's proposed rates. As discussed above, the District's proposed rates are excessive.

FINDINGS OF FACT

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[10]Although we conclude that the interconnection to Summersville is needed, the interconnection project is not before us. Neither the plans and specifications for the project nor the proposed financing have been filed. Our Order should not be viewed as granting the certificate for the interconnection with Summersville.

1. On August 7, 2009, the District filed an application for a certificate of convenience and necessity to upgrade its water system. (See application filed August 7, 2009).

2. The District properly published notice of the filing and numerous protests were received. Summersville intervened in the proceeding. (See publication affidavits, letters of protest, Motion to Intervene filed October 30, 2009).

3. A properly noticed hearing was held on December 17 and 18, 2009. (See publication affidavit of hearing notice and hearing transcripts).

4. The District's existing treatment plant, serving 1,325 customers, is operating in excess of its design capacity. It was designed to produce 200 gpm but since 1976 has produced 230 to 250 gpm. It operates 18 or 19 hours a day. During backwash periods, the amount of water going through the single filter is more than twice the maximum recommended. (Tr. 28, 29, 30, 59, 93, 139; Utility Ex. 1).

5. The District has excess unaccounted-for water but has been making progress reducing its unaccounted-for water rate. (Tr. 34).

6. The District, Summersville and the Infrastructure Consolidation Committee agreed that the District should be able to upgrade its treatment facility but should also interconnect to Summersville to obtain water for the Canvas community. (Tr. 37, 38, 39, 76, 155; Utility Ex. 33).

7. The pending application to upgrade the District's treatment facility is part of a three-phase plan. The other two phases are to interconnect with Summersville and to extend service in the Carl and Green Valley area. Of the three phases, two have committed funding and the interconnection Project has preliminary funding. The District fully intends to complete all three phases. (Tr. 40, 41, 42, 45, 46, 47, 54, 55, 87).

8. The District's treatment plant is at the end of its useful life. It has been in service for 39 years. It has never been taken out of service for significant repairs. Staff conceded that the plant was near the end of its useful life and further indicated that life extending repairs should not typically extend life beyond and additional ten years. The upgrade is necessary to comply with health regulations. The upgrade is necessary before the District can extend lines to the Carl and Green Valley area to serve 72 to 100 new customers. (Tr. 53, 54, 55, 94, 103, 104; Tr. II 136).

9. Residents of the Carl and Green Valley areas have had their ground water sources fail. Many are trucking in their water from ten and fifteen miles away. Most do not have an adequate sustainable source of clean water. (Tr. 55, 103).

10. The Canvas area represents 40% of the District's existing customers. Canvas is the part of the service territory nearest Summersville and has the most potential for growth. Supplying Canvas with water from Summersville will free up water for the District to serve other areas at higher elevations. (Tr. 65).

11. The District's raw water source is a small creek called Panther Creek. The District had trouble obtaining sufficient water from the Creek in the 1980s. During the 1988 drought, FEMA constructed an emergency water line to bring additional raw water to the District treatment plant from the Gualey River. The District has augmented the Creek flow by removing water from a mine that underlies the Creek. Normal flows in the Creek exceed by many times the average daily outtake by the District. The mine pump only operates in the driest periods. In 1995, some trucking of water occurred to augment the raw water source. At that time, the mine source was not available because the mine was being worked. (Tr. 68, 69, 116, 118, 132, 133; Tr. II 26, 27, 225).

12. The District has three distinct service areas. Canvas is essentially at the same elevation as Summersville. Nettie is several hundred feet higher and includes a plateau ten miles to the southwest of Summersville on a high ridge. Further south, Leivasy sits several hundred feet below Nettie. (Tr. 76).

13. The tank at the treatment facility is forty years old and has never been repainted. The last two years it has been repeatedly patched because of corrosion. (Tr. 93).

14. The supports at the forty-year old treatment have deteriorated. Its steel walls are corroded. The pumping station on Panther Creek is too small to properly maintain and its electrical system is unsafe. (Tr. 93, 94).

15. The tanks at Leivasy and Canvas have not been repainted since their construction. They have no telemetry and the operators have no way of knowing when the tanks are overflowing or empty. They have no security. (Tr. 93, 94).

16. Various witnesses estimated the available amount of water in the mine to range from a very large volume, to three million gallons, to a "very limited" amount. No detailed current engineering study was offered on the issue. None of the estimates were particularly persuasive. (Tr. 37, 131, 132, 133, 197; see file generally).

17. The Consolidation Committee explored the possibility of the District purchasing all of its water from Summersville, pumping it to Nettie and then flowing back down the hill through parallel lines through the various pressure gradients. The Committee concluded that this alternative was too expensive and not engineeringly feasible. Mr. Hypes concluded that for the District to service all its customers with Summersville water would require about four pumping stations, ten miles of new lines, new satellite tanks and pressure reducing valves. (Tr. 157, 170; Tr. II 119, 120, 221, 222; Utility Ex. 4).

18. The Summersville plant was designed to be a regional plant and is permitted to produce two million gpd. It currently operates at 500 gpm but could easily go up to 1,000 gpm and further up to 2,000 gpm with only changing a filter. The plant is significantly underutilized. The plant has to stop and start production because of its low output. Because of the need to operate intermittently, it operates eleven hours a day but if it could operate at a constant flow would run only five hours a day. Summersville approached the Infrastructure Council with a

smaller plant but was persuaded to build a regional plant by the Council. (Tr. 200, 203, 204, 207, 208; Tr. II 79, 84).

19. The rates proposed by the District include extra money in debt service that exceeds the amount of money needed to support the committed financing by $500,000 or $12,500 annually in principal and interest and additional debt service reserve. (Tr. 190; Staff Post Hearing Ex. 1).

20. The District's average five-year capital additions are $34,462. (Staff Post Hearing Ex. 1).

21. The District's proposed rates allow a surplus of $57,009, a total amount available for capital additions of $75,976 and a debt service coverage of 138.92%. (Utility Rule 42 and Staff Post Hearing Ex. 1).

22. When the extra money for debt service is removed and the total amount available for capital additions is made to match the District's historic five-year average for such additions, the proper surplus would be $16,582 and the debt service coverage is 128.77%. (Staff Post Hearing Ex. 1).

23. The proposed financing is a loan from the Drinking Water Trust Revolving Fund of $2,173,000 for thirty years with 0% interest and a 1% administrative fee, and an Infrastructure Council loan of $2,000,000 with 0% interest for forty years. The total estimated cost of the Project is $4,173,000. (Tr. 190).

CONCLUSIONS OF LAW

1. Public convenience and necessity require the Project.

2. The proposed financing is reasonable and should be approved.

3. It is contrary to the public interest and Commission policy to build in debt service payments into rates above the actual debt incurred for a project.

4. The approved rates, attached as Appendix A, are reasonable, just, based primarily on the cost of providing service and should be adopted for use by the District for all service rendered on and after substantial completion of the Project.

5. The application for a certificate of convenience and necessity should be granted.

6. It is reasonable to require the District to proceed with a connection to Summersville to allow water from Summersville to serve the District's Canvas service territory and to relieve pressure on the District's raw water source.

7. The settlement agreement between the District and Summersville is reasonable and should be approved, except for paragraph 10(c).

8. The District must clarify its legal rights to use the water in the mine to augment its water source prior to commencing construction.

ORDER

IT IS, THEREFORE, ORDERED that Nettie-Leivasy Public Service District be, and hereby is granted a certificate of convenience and necessity to construct the improvements to its water system described in its application of August 7, 2009. The cost of the approved Project shall not exceed $4,173,000. Approval is contingent upon the District obtaining all necessary state and federal permits before construction.

IT IS FURTHER ORDERED that the District clarify its legal rights to use the mine source water to augment its raw water source.

IT IS FURTHER ORDERED that, if the scope or plans for the Project change, or Project cost or financing changes require a further rate increase beyond any reviewed and approved by this order, the District must obtain prior Commission approval before commencing construction. Changes in Project cost or financing do not require separate approval if those changes do not affect rates and the District submits an affidavit from a certified public accountant to this effect.

IT IS FURTHER ORDERED that the proposed financing consisting of a loan from the Drinking Water Trust Revolving Fund of $2,173,000 for thirty years with 0% interest and a 1% administrative fee, and a West Virginia Infrastructure and Job Development Council loan of $2,000,000 with 0% interest for forty years be, and hereby is, approved.

IT IS FURTHER ORDERED that the District provide the Commission with a copy of the engineer's certified bid tabulation for all contracts awarded on this Project as soon as they are available, but no later than ten days after the bid opening date.

IT IS FURTHER ORDERED that the District submit to the Commission a copy of the certificate of substantial completion issued for each construction contract associated with the Project as soon as they are available, but no later than ten days of the issuance of such documents.

IT IS FURTHER ORDERED that the rates attached as Appendix A be, and hereby are, approved for use by the Nettie-Leivasy Public Service District for all service rendered on and after the date of substantial completion of the Project. The District shall file with the Commission a proper tariff and at least five copies within thirty days of the date that the Project is certified as substantially complete.

IT IS FURTHER ORDERED that the District comply with all rules and regulations of the Division of Highways regarding the use of Division of Highway's rights-of-way, if any are used.

IT IS FURTHER ORDERED that the Nettie-Leivasy Public Service District proceed, as quickly as possible, in obtaining the necessary regulatory approvals to connect to the City of Summersville so that Summersville can provide water to meet the needs of the customers of the District's Canvas service territory.

IT IS FURTHER ORDERED that the Agreement for Settlement filed on December 16, 2009, between the District and Summersville be, and hereby

is approved, except for paragraph 10(c), without approving the specific terms and conditions of the agreement.

IT IS FURTHER ORDERED that the matter be removed from the open docket.

The Executive Secretary is hereby ordered to serve a copy of this order upon 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 that all parties of record have been served the exceptions.

If no exceptions are filed, this order shall become the order of the Commission, without further action, five (5) days following the expiration of the fifteen (15) day time period, unless it is ordered stayed 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 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 the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

K. A. George

Keith A. George
Administrative Law Judge

Michael A. Albert

Michael A. Albert
Chairman

KAG:MAA:bam:cdk
091317ad.wpd

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
CASE NO. 09-1317-PWD-CN

APPROVED RATES

APPLICABILITY
Applicable within the entire territory served

AVAILABILITY
Available for general domestic, commercial and industrial service

RATES (Customers with metered water supply)

First	4,000 gallons used per month	$9.29 per 1,000 gallons
Next	4,000 gallons used per month	$8.24 per 1,000 gallons
Next	7,000 gallons used per month	$7.12 per 1,000 gallons
Next	15,000 gallons used per month	$6.06 per 1,000 gallons
All Over	30,000 gallons used per month	$4.97 per 1,000 gallons

MINIMUM CHARGE
No bill will be rendered for less than the following amounts:

5/8-inch meter	$ 37.16 per month
3/4-inch meter	$ 55.74 per month
1 -inch meter	$ 92.90 per month
1-1/4-inch meter	$ 135.64 per month
1-1/2-inch meter	$ 185.80 per month
2 -inch meter	$ 297.28 per month
3 -inch meter	$ 594.56 per month
4 -inch meter	$ 929.00 per month
6 -inch meter	$1,858.00 per month
8 -inch meter	$2,972.80 per month

DELAYED PAYMENT PENALTY
The above schedule is net. On all accounts not paid in full when due, ten percent 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 up to 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.

RECONNECTION FEE
$10.00
To be charged whenever the supply of water is turned off for violation of rules, non-payment of bills, or fraudulent use of water.

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of $225.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.56 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At as session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 4th day of February 2011.

CASE NO. 09-1317-PWD-CN

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT (Reopened)
Application for a certificate of convenience and necessity to upgrade its existing water system.

COMMISSION ORDER

The Commission approves revised funding and increased project-related rates.

Background

By Recommended Decision issued February 10, 2010, that became a final order on March 2, 2010, the Commission granted the Nettie-Leivasy Public Service District (Nettie-Leivasy) a Certificate of Convenience and Necessity to construct upgrades to its water system (the "Project") and approved Project funding of:

(i) a Drinking Water Treatment Revolving Fund (DWTRF) loan of $2,173,000 with 0% interest and a 1% administrative fee, for a term of 30 years; and
(ii) a West Virginia Infrastructure and Jobs Development Council (IJDC) loan of $2,000,000 with 0% interest, for a term of 40 years.

The Order also approved increased rates to become effective upon substantial completion of the Project, subject to modification based on final total Project costs and borrowing amounts, and approved a Joint Stipulation and Agreement for Settlement between Nettie-Leivasy and the Town of Summersville as filed on December 16, 2009.

On December 8, 2010, Nettie-Leivasy filed a petition to reopen and request for expedited treatment. The petition stated that Nettie-Leivasy received construction bids in September 2010 that were higher than originally estimated, and those bids would expire on March 9, 2011. The petition stated that the total Project cost had increased from $4,173,000 to $5,073,000. Nettie-Leivasy intended to fund the increase with an additional DWTRF loan of $900,000 at 0% interest and a 1% administrative fee for a 30-year term. This would result in a total DWTRF loan amount of $3,073,000. The IJDC loan amount would be unchanged.

The petition also stated that Nettie-Leivasy needs a 5.26% rate increase to support the additional loan, which would increase the average residential customer bill for 4,000 gallons consumption from $37.16 to $39.04 per month. Nettie-Leivasy stated that the new proposed rates are identical to those that the District originally published in August 2009. Nettie-Leivasy asked the Commission not to require further public notice.

On December 13, 2010, Commission Staff filed a Motion to Require Nettie-Leivasy to Publish Notice of the Requested Rates.

On January 5, 2011, Staff filed a Memorandum stating that Staff was waiting to review the Nettie-Leivasy responses to Staff discovery requests before making a final recommendation on the petition to reopen.

By Order issued January 11, 2011, the Commission ruled that further public notice was not required under the Commission Rules of Practice and Procedure, 150 C.S.R. 1.

On January 26, 2011, Staff filed a Memorandum recommending that the Commission grant the Nettie-Leivasy request to increase project borrowing by $900,000; approve the proposed project-related rates and approve minor changes in scope. Specifically, Staff reported that Nettie-Leivasy now plans to eliminate one filter bay and reduce the size of the clearwell and associated piping, which Nettie-Leivasy estimates will result in $150,000 of savings. Staff also reported that Nettie-Leivasy no longer plans to use mine water as a supplemental source of water, but rather will use the Gauley River if necessary. Nettie-Leivasy will allocate the expected savings due to project changes to its contingency fund. Staff suggested that Nettie-Leivasy seek revised bids corresponding to the changes. Staff also recommended that the Commission require Nettie-Leivasy to file with the Commission any bid changes as well as the amendment to its Permit to Construct from the Bureau for Public Health.

On January 27, 2011, Nettie-Leivasy filed an amended permit issued by the Bureau for Public Health.

FINDINGS OF FACT

1. Nettie-Leivasy requests that the Commission approve a revised funding package increasing the amount of its DWTRF loan by $900,000 at 0% interest and a 1% administrative fee for a 30-year term. The revised funding package for the Project is:

(i) DWTRF loans totaling $3,073,000 with 0% interest and a 1% administrative fee, for a term of 30 years; and
(ii) an IJDC loan of $2,000,000 with 0% interest, for a term of 40 years.

December 8, 2010, Petition to Reopen pp. 1-2.

2. Nettie-Leivasy also requested increased project-related rates to offset the increased loan service associated with its revisions. Id. pp 2-3.

3. Nettie-Leivasy plans changes in Project scope including the elimination of one filter bay and the reduction of the size of the clearwell and associated piping. Nettie-Leivasy estimates the changes will result in $150,000 in savings.

4. Staff recommended that the Commission approve the financing changes Nettie-Leivasy requested. Staff also recommended that the Commission approve a 5.26% project-related rate increase beyond those approved by March 2, 2010 final order, and approve minor changes in Project scope. January 26, 2011, Staff Memorandum.

CONCLUSIONS OF LAW

1. Public convenience and necessity continue to require the Project. W. Va. Code § 24-2-11.

2. The revised financing and the minor changes in scope of the Project are reasonable and should be approved.

3. The revised financing and scope do not result in rates different than originally noticed to the public so no further public notice is required. January 11, 2011 Commission Order.

4. If the scope, plans or financing for the project change further, Nettie-Leivasy must obtain prior Commission approval before commencing construction. Changes in Project costs do not require separate approval if those changes do not affect rates and Nettie-Leivasy submits an affidavit from a certified public accountant attesting to this effect.

5. The revised rates Nettie-Leivasy proposed for customers reflected in Attachment A are necessary and sufficient to provide Nettie-Leivasy a positive cash flow.

ORDER

IT IS THEREFORE ORDERED that the Commission approves the revised funding package including DWTRF loans totaling $3,073,000 with 0% interest and a 1% administrative fee, for a term of 30 years; and an IJDC loan of $2,000,000 with 0% interest, for a term of 40 years, in lieu of the original funding package approved in the March 2, 2010 final order.

IT IS FURTHER ORDERED that the Commission approves the minor changes in Project scope described in the January 26, 2011 Staff Memorandum, including the elimination of one filter bay and the reduction of the size of the clearwell and associated piping.

IT IS FURTHER ORDERED that Nettie-Leivasy file with the Commission any changes to its bids as a result of the changes in Project scope. The filing will be docketed as a closed entry.

IT IS FURTHER ORDERED that if the scope, plans or financing for the project change, Nettie-Leivasy must obtain prior Commission approval before commencing construction. Changes in project cost do not require separate approval if those changes do not affect rates and Nettie-Leivasy submits an affidavit from a certified public accountant attesting to that effect.

IT IS FURTHER ORDERED that the additional 5.26% rate increase Nettie-Leivasy proposed is approved for customers for service rendered after Project completion. The full changes appear in the tariff sheets attached as Attachment A to this Order. The rates set forth in Attachment A of this Order are granted in lieu of the post-project rates approved by the March 2, 2010 final order.

IT IS FURTHER ORDERED that within thirty days after project completion, Nettie-Leivasy will file an original and six copies of a revised tariff setting forth the final rates and charges reflected in Attachment A to this Order.

IT IS FURTHER ORDERED that further hearing or notice in this matter is waived.

IT IS FURTHER ORDERED that the remaining provisions of the March 2, 2010 final order remain in full force and effect.

IT IS FURTHER ORDERED that on entry of this Order, this case shall be removed from the Commission docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Staff by hand delivery.

A True Copy, Teste: Sandra Squire

Sandra Squire
Executive Secretary

JML/tt
091317cb.wpd

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
CASE NO. 09-1317-PWD-CN (Reopened)

APPROVED RATES EFFECTIVE ON SUBSTANTIAL COMPLETION OF PROJECT

APPLICABILITY

Applicable within the entire territory served

AVAILABILITY

Available for general domestic, commercial and industrial service

RATES (Customers with metered water supply)

First	4,000 gallons used per month	$9.76 per 1,000 gallons
Next	4,000 gallons used per month	$8.66 per 1,000 gallons
Next	7,000 gallons used per month	$7.48 per 1,000 gallons
Next	15,000 gallons used per month	$6.37 per 1,000 gallons
All Over	30,000 gallons used per month	$5.23 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts:

5/8 -inch meter	$ 39.04 per month
3/4 -inch meter	$ 58.56 per month
1 -inch meter	$ 97.60 per month
1-1/4 -inch meter	$ 142.49 per month
1-1/2 -inch meter	$ 195.19 per month
2 -inch meter	$ 312.30 per month
3 -inch meter	$ 585.57 per month
4 -inch meter	$ 975.95 per month
6 -inch meter	$1,951.90 per month
8 -inch meter	$3,123.04 per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent 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 up to 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.

RECONNECTION FEE

$10.00

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

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of $225.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.56 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

West Virginia Infrastructure & Jobs Development Council

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
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Prichard
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300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
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Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

October 24, 2007

Received
NOV 0 5 2007
WV Infrastructure & Jobs Development Council

Lane Robinson, General Manager
Nettie-Leivasy Public Service District
P.O. Box 88
Nettie, West Virginia 26681

Re: Nettie-Leivasy Public Service District
Binding Commitment Letter
Water Project 2006W-916a (Phase I)

Dear Mr. Robinson:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund loan (0%, 40 years) of approximately $2,000,000 (the "Loan") to the Nettie-Leivasy 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. Prepare and submit Plans and Specs to the Bureau for Public Health no later than September 1, 2008;
b. File Certificate Case with the Public Service Commission no later than December 1, 2008;
c. Prepare and submit the preliminary title opinion no later than April 1, 2009;
d. Advertise for bids no later than May 1, 2009.
(The District must receive authority from the Infrastructure Council before bidding the project. A pre-bid checklist is attached.)

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: Fred Hypes, Dunn Eng.
Susan Riggs, Spillman, Thomas, & Battle
John Stump, Steptoe & Johnson

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

Nettie-Leivasy Public Service District

By: _____

Its: Chairman of Board

Date: 10/29/07

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Nettie-Leivasy Public Service District
Water Project 2006W-916a (Phase I)
October 24, 2007

SCHEDULE A

A.	Approximate Amount: $2,000,000		Loan
B.	Loan:		$2,000,000
	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: DWTRF loan		$2,173,000
D.	Total Project Cost:		$4,173,000
E.	Proposed User Rates	approximately	$38.94 / 4000 gallons

West Virginia Infrastructure & Jobs Development Council

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

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Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

October 24, 2007

Lane Robinson, General Manager
Nettie-Leivasy Public Service District
P.O. Box 88
Nettie, West Virginia 26681

Re: Nettie-Leivasy Public Service District
Binding Commitment Letter
Water Project 2006W-916a (Phase I)

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

a. Prepare and submit Plans and Specs to the Bureau for Public Health no later than September 1, 2008;
b. File Certificate Case with the Public Service Commission no later than December 1, 2008;
c. Prepare and submit the preliminary title opinion no later than April 1, 2009;
d. Advertise for bids no later than May 1, 2009.
(The District must receive authority from the Infrastructure Council before bidding the project. A pre-bid checklist is attached.)

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.

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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,

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

Nettie-Leivasy Public Service District

By:_____

Its: _____

Date:_____

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Nettie-Leivasy Public Service District
Water Project 2006W-916a (Phase I)
October 24, 2007

SCHEDULE A

A.	Approximate Amount: $2,000,000		Loan
B.	Loan:		$2,000,000
	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: DWTRF loan		$2,173,000
D.	Total Project Cost:		$4,173,000
E.	Proposed User Rates	approximately	$38.94 / 4000 gallons

PROJECT SCHEDULE

		Funding:	
Project:	Nettie-Leivasy PSD	DWTRF Loan	$2,173,000
County:	Nicholas	IJDC Loan	$2,000,000
Project No.:	2006W-916a		
Date:	October 11, 2007		
		Total Project:	$4,173,000

Project Milestone	Responsible Party	Start	Completion
Engineering Agreement	Dunn	complete	complete
Prepare & Submit Plans & Specs to BPH/DEP	Dunn	1/1/2008	9/1/2008
Plans & Specs Review & Approval	BPH	9/1/2008	12/1/2008
Prepare & Submit All Permit Applications	Dunn	1/1/2008	9/1/2008
Prepare Rule 42	Jeff Feamster	8/1/2008	12/1/2008
Prepare & Implement Rate Ordinance	NA	NA	NA
File PSC Certificate Case	Susan Riggs	12/1/2008	12/1/2009
Review and Approve PSC Certificate (180 or 270 days)	PSC	12/1/2008	8/1/2009
Rights-of-way, Easements & Land Acquisition	Spillman	1/1/2008	9/1/2008
Authority to Advertise for Bids	IJDC / BPH	5/1/2009	5/1/2009
Advertise for Bids	Dunn / PSD	5/1/2009	9/1/2009
Bid Opening	Dunn	6/1/2009	6/1/2009
Loan Closing	S & J	9/1/2009	9/1/2009
Construction	Contractor	9/1/2009	9/1/2010

West Virginia Infrastructure & Jobs Development Council

Public Members:
Mark Prince
Hurricane
Dwight Calhoun
Petersburg
Tim Stranko
Morgantown
Dave McComas
Prichard

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

September 8, 2006

Lane Robinson, General Manager
Nettie-Leivasy Public Service District
P.O. Box 88
Nettie, West Virginia 26681

Re: Nettie-Leivasy Public Service District
Water Project 2006W-916a (Phase I)

Dear Mr. Robinson:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the Nettie-Leivasy Public Service District's (the "District") revised preliminary application to upgrade the existing water treatment plant, construct storage tanks and other miscellaneous improvements. Also, construct water lines and new water booster station to connect to the City of Summersville (the "Project").

Based on the findings of the Water Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The District should carefully review the enclosed comments of the Water Technical Review Committee as the District may need to address certain issues raised in said comments as it proceeds with the Project.

Upon consideration of the revised preliminary application, the Council determined that the District may be eligible for a $5,776,000 Infrastructure Fund loan (0%, 40 yrs) and a $1,500,000 Infrastructure Fund grant pending final determination of the project's eligibility and readiness to proceed. **This letter is not a commitment letter of Infrastructure Funds.** The Project will be placed on the Council's pending list of projects.

If you have any questions regarding this matter, please contact Jeff Brady at 558-4607.

Sincerely,

Mark Prince

Enclosure
cc: Pat Taylor, P.E., BPH (w/o enclosure)
Region IV Planning & Development Council
Dunn Engineers, Inc.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 2nd day of March, 2011, 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 Nettie-Leivasy Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 2nd day of March, 2011, the Authority received the Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of $2,000,000, numbered AR-1 (the "Series 2011 A Bonds"), and the Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), of the Issuer, in the principal amount of $3,073,000, numbered BR-1 (the "Series 2011 B Bonds"), both issued as a single, fully registered Bond, and both dated March 2, 2011.

2. At the time of such receipt, all the Series 2011 A Bonds and the Series 2011 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 2011 A Bonds, of the sum of $512,202.69 being a portion of the principal amount of the Series 2011 A Bonds. The balance of the principal amount of the Series 2011 A 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.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2011 B Bonds, of the sum of $76,825, being a portion of the principal amount of the Series 2011 B Bonds. The balance of the principal amount of the Series 2011 B Bonds will be advanced by the Authority and the West Virginia Bureau for Public Health to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

WITNESS our respective signatures as of the date first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Carol A. Cummings
Its: Authorized Representative

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

By: [illegible]
Its: Chairman

02.08.11
657680.00001

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

On this 2nd day of March, 2011, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of Nettie-Leivasy Public Service District Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the principal amount of $2,000,000 (the "Series 2011 A Bonds"), and Bond No. BR-1, constituting the entire original issue of Nettie-Leivasy Public Service District Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), in the principal amount of $3,073,000 (the "Series 2011 B Bonds"), both dated March 2, 2011 (collectively, the "Bonds"), executed by the Chairman and the Secretary of Nettie-Leivasy Public Service District (the "Issuer") and bearing the official seal of the Issuer, respectively authorized to be issued under and pursuant to a Bond Resolution duly enacted by the Issuer on February 22, 2011, and a Supplemental Resolution duly adopted by the Issuer on February 22, 2011 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of the loan agreement for the Series 2011 A Bonds, dated March 2, 2011, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council, and a loan agreement for the Series 2011 B Bonds, dated March 2, 2011, by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health (collectively, the "Loan Agreement"); and

(4) Executed opinions 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 2011 A Bonds to the Authority upon payment to the Issuer of the sum of $512,202.69, representing a portion of the

principal amount of the Series 2011 A Bonds. You are also hereby requested and authorized to deliver the Series 2011 B Bonds to the Authority upon payment to the Issuer of the sum of $76,825, representing a portion of the principal amount of the Series 2011 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.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first stated above.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

02.08.11
657680.00001

CH5196932

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $2,000,000

KNOW ALL MEN BY THESE PRESENTS: That on this day 2nd of March, 2011, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Nicholas 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 DOLLARS ($2,000,000), 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, 2012, to and including March 1, 2051, 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 March 2, 2011.

This Bond is issued (i) to pay the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008; (ii) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing waterworks system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on February 22, 2011, and a Supplemental Resolution duly adopted by the Issuer on February 22, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled

to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (I) WATER REVENUE BONDS, SERIES 1976, (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BONDS"), (II) WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $386,000 (THE "SERIES 2000 BONDS"); AND (III) WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM), DATED MARCH 2, 2011, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,073,000 (THE "SERIES 2011 B BONDS"). THE SERIES 1976 BONDS AND THE SERIES 2000 BONDS ARE HEREINAFTER REFERRED TO AS 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 the Series 2011 B Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2011 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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 2011 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds and the Series 2011 B Bonds; provided however, that so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including Prior Bonds and the Series 2011 B 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 (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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 as of the date first written above.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: March 2, 2011.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$512,202.69	3/2/2011	(19)		
(2)			(20)		
(3)			(21)		
(4)			(22)		
(5)			(23)		
(6)			(24)		
(7)			(25)		
(8)			(26)		
(9)			(27)		
(10)			(28)		
(11)			(29)		
(12)			(30)		
(13)			(31)		
(14)			(32)		
(15)			(33)		
(16)			(34)		
(17)			(35)		
(18)			(36)		

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Nettie Leivasy PSD

IF

0% Interest Rate

Dated Date	3/2/2011
Delivery Date	3/2/2011

Period Ending	Principal	Interest	Debt Service
12/1/2012	12,988		12,988
3/1/2013	12,987		12,987
6/1/2013	12,987		12,987
9/1/2013	12,987		12,987
12/1/2013	12,987		12,987
3/1/2014	12,987		12,987
6/1/2014	12,987		12,987
9/1/2014	12,987		12,987
12/1/2014	12,987		12,987
3/1/2015	12,987		12,987
6/1/2015	12,987		12,987
9/1/2015	12,987		12,987
12/1/2015	12,987		12,987
3/1/2016	12,987		12,987
6/1/2016	12,987		12,987
9/1/2016	12,987		12,987
12/1/2016	12,987		12,987
3/1/2017	12,987		12,987
6/1/2017	12,987		12,987
9/1/2017	12,987		12,987
12/1/2017	12,987		12,987
3/1/2018	12,987		12,987
6/1/2018	12,987		12,987
9/1/2018	12,987		12,987
12/1/2018	12,987		12,987
3/1/2019	12,987		12,987
6/1/2019	12,987		12,987
9/1/2019	12,987		12,987
12/1/2019	12,987		12,987
3/1/2020	12,987		12,987
6/1/2020	12,987		12,987
9/1/2020	12,987		12,987
12/1/2020	12,987		12,987
3/1/2021	12,987		12,987
6/1/2021	12,987		12,987
9/1/2021	12,987		12,987
12/1/2021	12,987		12,987
3/1/2022	12,987		12,987
6/1/2022	12,987		12,987
9/1/2022	12,987		12,987
12/1/2022	12,987		12,987
3/1/2023	12,987		12,987
6/1/2023	12,987		12,987
9/1/2023	12,987		12,987
12/1/2023	12,987		12,987

BOND DEBT SERVICE
Nettie Leivasy PSD
IF
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
3/1/2024	12,987		12,987
6/1/2024	12,987		12,987
9/1/2024	12,987		12,987
12/1/2024	12,987		12,987
3/1/2025	12,987		12,987
6/1/2025	12,987		12,987
9/1/2025	12,987		12,987
12/1/2025	12,987		12,987
3/1/2026	12,987		12,987
6/1/2026	12,987		12,987
9/1/2026	12,987		12,987
12/1/2026	12,987		12,987
3/1/2027	12,987		12,987
6/1/2027	12,987		12,987
9/1/2027	12,987		12,987
12/1/2027	12,987		12,987
3/1/2028	12,987		12,987
6/1/2028	12,987		12,987
9/1/2028	12,987		12,987
12/1/2028	12,987		12,987
3/1/2029	12,987		12,987
6/1/2029	12,987		12,987
9/1/2029	12,987		12,987
12/1/2029	12,987		12,987
3/1/2030	12,987		12,987
6/1/2030	12,987		12,987
9/1/2030	12,987		12,987
12/1/2030	12,987		12,987
3/1/2031	12,987		12,987
6/1/2031	12,987		12,987
9/1/2031	12,987		12,987
12/1/2031	12,987		12,987
3/1/2032	12,987		12,987
6/1/2032	12,987		12,987
9/1/2032	12,987		12,987
12/1/2032	12,987		12,987
3/1/2033	12,987		12,987
6/1/2033	12,987		12,987
9/1/2033	12,987		12,987
12/1/2033	12,987		12,987
3/1/2034	12,987		12,987
6/1/2034	12,987		12,987
9/1/2034	12,987		12,987
12/1/2034	12,987		12,987
3/1/2035	12,987		12,987
6/1/2035	12,987		12,987
9/1/2035	12,987		12,987
12/1/2035	12,987		12,987
3/1/2036	12,987		12,987

BOND DEBT SERVICE
Nettie Leivasy PSD
IF
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
6/1/2036	12,987		12,987
9/1/2036	12,987		12,987
12/1/2036	12,987		12,987
3/1/2037	12,987		12,987
6/1/2037	12,987		12,987
9/1/2037	12,987		12,987
12/1/2037	12,987		12,987
3/1/2038	12,987		12,987
6/1/2038	12,987		12,987
9/1/2038	12,987		12,987
12/1/2038	12,987		12,987
3/1/2039	12,987		12,987
6/1/2039	12,987		12,987
9/1/2039	12,987		12,987
12/1/2039	12,987		12,987
3/1/2040	12,987		12,987
6/1/2040	12,987		12,987
9/1/2040	12,987		12,987
12/1/2040	12,987		12,987
3/1/2041	12,987		12,987
6/1/2041	12,987		12,987
9/1/2041	12,987		12,987
12/1/2041	12,987		12,987
3/1/2042	12,987		12,987
6/1/2042	12,987		12,987
9/1/2042	12,987		12,987
12/1/2042	12,987		12,987
3/1/2043	12,987		12,987
6/1/2043	12,987		12,987
9/1/2043	12,987		12,987
12/1/2043	12,987		12,987
3/1/2044	12,987		12,987
6/1/2044	12,987		12,987
9/1/2044	12,987		12,987
12/1/2044	12,987		12,987
3/1/2045	12,987		12,987
6/1/2045	12,987		12,987
9/1/2045	12,987		12,987
12/1/2045	12,987		12,987
3/1/2046	12,987		12,987
6/1/2046	12,987		12,987
9/1/2046	12,987		12,987
12/1/2046	12,987		12,987
3/1/2047	12,987		12,987
6/1/2047	12,987		12,987
9/1/2047	12,987		12,987
12/1/2047	12,987		12,987
3/1/2048	12,987		12,987
6/1/2048	12,987		12,987

BOND DEBT SERVICE

Nettie Leivasy PSD
IF
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
9/1/2048	12,987		12,987
12/1/2048	12,987		12,987
3/1/2049	12,987		12,987
6/1/2049	12,987		12,987
9/1/2049	12,987		12,987
12/1/2049	12,987		12,987
3/1/2050	12,987		12,987
6/1/2050	12,987		12,987
9/1/2050	12,987		12,987
12/1/2050	12,987		12,987
3/1/2051	12,988		12,988
	2,000,000		2,000,000

(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: _____, 20____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA DWTRF PROGRAM)

No. BR-1

$3,073,000

KNOW ALL MEN BY THESE PRESENTS: That on this 2nd day of March, 2011, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT , a public corporation and political subdivision of the State of West Virginia in Nicholas 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 THREE MILLION SEVENTY-THREE THOUSAND DOLLARS ($3,073,000), 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, 2012, to and including September 1, 2042, as set forth in the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference. The Administrative Fee of 1% (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, as set forth on EXHIBIT B attached hereto.

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 Bureau for Public Health (the "BPH"), 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 BPH, dated March 2, 2011.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on February 22, 2011, and a Supplemental Resolution duly adopted by the Issuer on February 22, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The

Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S: (I) WATER REVENUE BONDS, SERIES 1976, (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BONDS"); (II) WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED AUGUST 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $386,000 (THE "SERIES 2000 BONDS"); AND (III) WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 2, 2011, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,000,000 (THE "SERIES 2011 A BONDS"). THE SERIES 1976 BONDS AND THE SERIES 2000 BONDS ARE HEREINAFTER REFERRED TO AS 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 the Series 2011 A Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2011 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 2011 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 and the Series 2011 A Bonds; provided however, that so long as there exists in the Series 2011 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 and the Series 2011 A 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 (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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 as of the date first written above.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 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: March 2, 2011.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $76,825	3/2/2011	(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

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
12/1/2012	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2013	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2013	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2013	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2013	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2014	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2014	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2014	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2014	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2015	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2015	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2015	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2015	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2016	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2016	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2016	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2016	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2017	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2017	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2017	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2017	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2018	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2018	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2018	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2018	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2019	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2019	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2019	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2019	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2020	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2020	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2020	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2020	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2021	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2021	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2021	25,609		25,609	3,873.23	2,560.90	32,043.13
12/1/2021	25,609		25,609	3,873.23	2,560.90	32,043.13
3/1/2022	25,609		25,609	3,873.23	2,560.90	32,043.13
6/1/2022	25,609		25,609	3,873.23	2,560.90	32,043.13
9/1/2022	25,608		25,608	3,873.23	2,560.90	32,042.13
12/1/2022	25,608		25,608	3,873.23		29,481.23
3/1/2023	25,608		25,608	3,873.23		29,481.23
6/1/2023	25,608		25,608	3,873.23		29,481.23
9/1/2023	25,608		25,608	3,873.23		29,481.23
12/1/2023	25,608		25,608	3,873.23		29,481.23
3/1/2024	25,608		25,608	3,873.23		29,481.23

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
6/1/2024	25,608		25,608	3,873.23		29,481.23
9/1/2024	25,608		25,608	3,873.23		29,481.23
12/1/2024	25,608		25,608	3,873.23		29,481.23
3/1/2025	25,608		25,608	3,873.23		29,481.23
6/1/2025	25,608		25,608	3,873.23		29,481.23
9/1/2025	25,608		25,608	3,873.23		29,481.23
12/1/2025	25,608		25,608	3,873.23		29,481.23
3/1/2026	25,608		25,608	3,873.23		29,481.23
6/1/2026	25,608		25,608	3,873.23		29,481.23
9/1/2026	25,608		25,608	3,873.23		29,481.23
12/1/2026	25,608		25,608	3,873.23		29,481.23
3/1/2027	25,608		25,608	3,873.23		29,481.23
6/1/2027	25,608		25,608	3,873.23		29,481.23
9/1/2027	25,608		25,608	3,873.23		29,481.23
12/1/2027	25,608		25,608	3,873.23		29,481.23
3/1/2028	25,608		25,608	3,873.23		29,481.23
6/1/2028	25,608		25,608	3,873.23		29,481.23
9/1/2028	25,608		25,608	3,873.23		29,481.23
12/1/2028	25,608		25,608	3,873.23		29,481.23
3/1/2029	25,608		25,608	3,873.23		29,481.23
6/1/2029	25,608		25,608	3,873.23		29,481.23
9/1/2029	25,608		25,608	3,873.23		29,481.23
12/1/2029	25,608		25,608	3,873.23		29,481.23
3/1/2030	25,608		25,608	3,873.23		29,481.23
6/1/2030	25,608		25,608	3,873.23		29,481.23
9/1/2030	25,608		25,608	3,873.23		29,481.23
12/1/2030	25,608		25,608	3,873.23		29,481.23
3/1/2031	25,608		25,608	3,873.23		29,481.23
6/1/2031	25,608		25,608	3,873.23		29,481.23
9/1/2031	25,608		25,608	3,873.23		29,481.23
12/1/2031	25,608		25,608	3,873.23		29,481.23
3/1/2032	25,608		25,608	3,873.23		29,481.23
6/1/2032	25,608		25,608	3,873.23		29,481.23
9/1/2032	25,608		25,608	3,873.23		29,481.23
12/1/2032	25,608		25,608	3,873.23		29,481.23
3/1/2033	25,608		25,608	3,873.23		29,481.23
6/1/2033	25,608		25,608	3,873.23		29,481.23
9/1/2033	25,608		25,608	3,873.23		29,481.23
12/1/2033	25,608		25,608	3,873.23		29,481.23
3/1/2034	25,608		25,608	3,873.23		29,481.23
6/1/2034	25,608		25,608	3,873.23		29,481.23
9/1/2034	25,608		25,608	3,873.23		29,481.23
12/1/2034	25,608		25,608	3,873.23		29,481.23
3/1/2035	25,608		25,608	3,873.23		29,481.23
6/1/2035	25,608		25,608	3,873.22		29,481.22
9/1/2035	25,608		25,608	3,873.22		29,481.22

DEBT SERVICE, ADMINISTRATIVE FEE AND RESERVE FUND PAYMENTS

Nettie Leivasy PSD

DWTRF

$3,073,000

0% Interest Rate

1% Administrative Fee

30 Years

Date	Principal	Interest	Total Debt Service	Admin Fee	Reserve Fund	Total Payments*
12/1/2035	25,608		25,608	3,873.22		29,481.22
3/1/2036	25,608		25,608	3,873.22		29,481.22
6/1/2036	25,608		25,608	3,873.22		29,481.22
9/1/2036	25,608		25,608	3,873.22		29,481.22
12/1/2036	25,608		25,608	3,873.22		29,481.22
3/1/2037	25,608		25,608	3,873.22		29,481.22
6/1/2037	25,608		25,608	3,873.22		29,481.22
9/1/2037	25,608		25,608	3,873.22		29,481.22
12/1/2037	25,608		25,608	3,873.22		29,481.22
3/1/2038	25,608		25,608	3,873.22		29,481.22
6/1/2038	25,608		25,608	3,873.22		29,481.22
9/1/2038	25,608		25,608	3,873.22		29,481.22
12/1/2038	25,608		25,608	3,873.22		29,481.22
3/1/2039	25,608		25,608	3,873.22		29,481.22
6/1/2039	25,608		25,608	3,873.22		29,481.22
9/1/2039	25,608		25,608	3,873.22		29,481.22
12/1/2039	25,608		25,608	3,873.22		29,481.22
3/1/2040	25,608		25,608	3,873.22		29,481.22
6/1/2040	25,608		25,608	3,873.22		29,481.22
9/1/2040	25,608		25,608	3,873.22		29,481.22
12/1/2040	25,608		25,608	3,873.22		29,481.22
3/1/2041	25,608		25,608	3,873.22		29,481.22
6/1/2041	25,608		25,608	3,873.22		29,481.22
9/1/2041	25,608		25,608	3,873.22		29,481.22
12/1/2041	25,608		25,608	3,873.22		29,481.22
3/1/2042	25,608		25,608	3,873.22		29,481.22
6/1/2042	25,608		25,608	3,873.22		29,481.22
9/1/2042	25,609		25,609	3,873.22		29,482.22
	3,073,000		**3,073,000**	**464,787.30**	**102,436.00**	**3,640,223.30**

Notes:

9/1/2012 through 8/1/2022 Monthly Payment to MBC of $10,681.05*

9/1/2022 through 8/1/2042 Monthly Payment to MBC of $9,827.08*

*Rounded up to the nearest cent.

Admin Fee calculated quarterly based on outstanding bond value paid in equal quarterly paymen

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

_____

In the presence of:

_____

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

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

Nettie-Leivasy Public Service District
Nettie, 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 Nettie-Leivasy Public Service District (the "Issuer"), a public service district, public corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $2,000,000 Water Revenue Bonds, Series 2011 A (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 March 2, 2011, 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, 2012, and to and including March 1, 2051, 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 Waterworks Design Bond Anticipation Notes, Series 2008, (ii) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (iii) 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 February 22, 2011, as supplemented by a Supplemental Resolution duly adopted

by the Issuer on February 22, 2011 (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 or the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer in connection with the issuance and sale of the Bonds 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 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: (i) Water Revenue Bonds, Series 1976 (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bonds"); and (ii) Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds") (collectively, the "Prior Bonds"); and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), dated March 2, 2011, issued in the original aggregate principal amount of $3,073,000 (the "Series 2011 B Bonds"), issued concurrently herewith, 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.

7. With proceeds from the Series 2011 A Bonds, the Prior Note has been paid in full, and the covenants, agreements and other obligations of the Issuer to the owners of such Note has been satisfied and discharged. In rendering the opinion set forth in this paragraph, we have relied upon the receipt of payment from Branch Banking and Trust Company, owner of such Note, that it has received payment for the entire outstanding principal of such Note and all interest accrued thereon on the date hereof and that such Note has been paid in full.

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

02.09.11
657680.00001

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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Writer's Contact Information

March 2, 2011

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

Nettie-Leivasy Public Service District
Nettie, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Nettie-Leivasy Public Service District (the "Issuer"), a public service district, public corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $ 3,073,000 Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), 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 March 2, 2011, 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 Bureau for Public Health (the "BPH"), 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, 2012, and to and including September 1, 2042, 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 subject to an Administrative Fee equal to 1% of the principal amount of the Series 2011 B Bonds, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, as set forth in the Schedule Y.

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

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We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on February 22, 2011, as supplemented by a Supplemental Resolution duly adopted by the Issuer on February 22, 2011 (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 BPH and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Issuer without the written consent of the Authority and the BPH.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer in connection with the issuance and sale of the Bonds 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 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: (i) Water Revenue Bonds, Series 1976 (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bonds"), and (ii) Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds") (collectively, the "Prior Bonds"), and Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated March 2, 2011, issued in the original aggregate principal amount of $2,000,000 (the "Series 2011 A Bonds"), issued concurrently herewith, all in accordance with the terms of the Bonds and the Bond Legislation.

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

income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Bonds.

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

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the 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 BR-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

03.02.10
657680.00001

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March 2, 2011

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

Nettie-Leivasy Public Service District
Nettie, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Re: Nettie-Leivasy Public Service District

Ladies and Gentlemen:

I am counsel to Nettie-Leivasy Public Service District in Nicholas 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 2011 A Bonds, dated March 2, 2011, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), a loan agreement for the Series 2011 B Bonds, dated March 2, 2011, including all schedules and exhibits attached thereto, by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health (the

"BPH") (collectively, the "Loan Agreements"), a Bond Resolution duly adopted by the Issuer on February 22, 2011, as supplemented by a Supplemental Resolution duly adopted by the Issuer on February 22, 2011 (collectively, the "Bond Legislation"), orders of The County Commission of Nicholas 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 meanings set forth in the Bond Legislation and the Loan Agreements when used herein.

I am of the opinion that:

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, all under the Act and other applicable provisions of law.

2. The Loan Agreements have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, 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 Agreements and the consummation of the transactions contemplated by the Bonds, the Loan Agreements 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, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

6. The Issuer has duly published a notice of the acquisition and construction of the Project and related matters, as required under Chapter 16, Article 13 A, Section 25 of the West Virginia Code of 1931, 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 Agreements, the Bonds and the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds, the collection of Gross Revenues or the pledge of the Net Revenues for the payment of the Bonds.

8. I have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug free workplace plan, and the contracts contain language that complies with the Drug Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. I have also ascertained that all successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion 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.

Respectfully,

Gregory A. Tucker

GAT:bh

SPILMAN THOMAS & BATTLE, PLLC
ATTORNEYS AT LAW

March 2, 2011

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

Nettie-Leivasy Public Service District
Nettie, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are Special PSC Counsel to the Nettie-Leivasy Public Service District, a political subdivision of the State of West Virginia in Nicholas County of said State (the "Issuer"). As such Counsel, we have represented the Issuer before the Public Service Commission of West Virginia in connection with the issuance of the above-referenced bonds, and the acquisition and construction of the Project. We are of the opinion that the Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Hearing Panel Recommended Decision of the Public Service Commission of West Virginia dated February 10, 2010, which became a Final Order on March 2, 2010, and Commission Order dated February 4, 2011 in Case No. 09-1317-PWD-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project, approving rates for the System and approving the financing for the Project. The time for appeal of the Commission Order dated February 4, 2011 has not expired prior to the date hereof. The Issuer has certified that it does not intend to appeal such Order. The Order remains in full force and effect.

All counsel to this transaction may reply upon this opinion as it specifically addressed to them.

Very truly yours,

Spilman Thomas & Battle, PLLC

SPILMAN THOMAS & BATTLE, PLLC

SJR/rcs (2663523)

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March 2, 2011

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Re: Nettie-Leivasy Public Service District
Water System Upgrade
Final Title Opinion

Dear Ladies and Gentlemen:

This firm represents Nettie-Leivasy Public Service District with regard to a proposed project to upgrade its water treatment facility (the "Project"), and provides this final title opinion on behalf of the Nettie-Leivasy Public Service District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") and the Bureau of Public Health with regard to the financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the Nettie-Leivasy 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 Bureau for Public Health.

2. That the Nettie-Leivasy 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 Dunn Engineers, 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 Nicholas County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Nettie-Leivasy Public Service 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.

5. That all deeds or other documents which have been acquired to date by the Nettie-Leivasy Public Service District have been duly recorded in the aforesaid clerk's office in order to protect the legal title to and interest of the Nettie-Leivasy Public Service District.

6. The Nettie-Leivasy Public Service District has submitted to the West Virginia Division of Highways an application for a permit authorizing the construction of the Project as described in the plans upon, over and through public rights of way as shown in the plans.

If you have any questions regarding any of the information contained in this preliminary title opinion, please contact this office.

Respectfully,

Gregory A. Tucker

GAT:bh

cc: Nettie-Leivasy PSD
Alice King, Region IV PDC
Christopher Thomas, EIT, BPH
Dunn Engineers, Inc.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

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 AGREEMENTS
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. PUBLIC SERVICE COMMISSION ORDER
15. SIGNATURES AND DELIVERY
16. BOND PROCEEDS
17. PUBLICATION OF NOTICE OF BORROWING AND PSC FILING
18. SPECIMEN BONDS
19. CONFLICT OF INTEREST
20. PROCUREMENT OF ENGINEERING SERVICES
21. SAFE DRINKING WATER ACT
22. EXECUTION OF COUNTERPARTS

On this 2nd day of March, 2011, we, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Nettie-Leivasy Public Service District in Nicholas County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, hereby certify in connection with the Issuer's Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), both dated the date hereof (collectively, the "Bonds" or individually, the "Series 2011 A Bonds" and the "Series 2011 B Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined shall have the same meaning set forth in the Bond Resolution of the Issuer duly adopted February 22, 2011, and a Supplemental Resolution of the Issuer duly adopted February 22, 2011 (collectively, the "Bond Legislation"), when used herein.

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 collection or use of the revenues of the System, 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 monies 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 collection or use of the Gross Revenues of the System, or the pledge of the Net Revenues 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 and execution and delivery by the Issuer of the Loan Agreements, and the Issuer has met all conditions prescribed in the Loan Agreements. The Issuer will provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

Upon payment of the Prior Notes, there are outstanding bonds or obligations of the Issuer which will rank on a parity with the Series 2011 A Bonds and the Series 2011 B Bonds as to liens, pledge and source of and security for payment, being the Issuer's: (i) Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bonds"); and (ii) Water Revenue Bonds, Series 2000, (West Virginia Water Development Authority) dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds"), (collectively, the "Prior Bonds").

The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consents of the Holders of the Prior Bonds to the issuance of the Series 2011 A Bonds and the Series 2011 B Bonds on a parity with the Prior Bonds. Upon payment of the Prior Notes, other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with all 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, altered, supplemented or changed in any way unless modification appears from later documents also listed below.

Bond Resolution

Supplemental Resolution

Infrastructure Council Loan Agreement

DWTRF Loan Agreement

Public Service Commission Orders

Infrastructure Council Approval

County Commission Orders on the Creation and Expansion of District

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

Consent of Rural Utilities Service to Issuance of Parity Bonds

Prior Bond Resolutions

Environmental Health Services Permit

Title Opinion

Evidence of Insurance

Receipt & Release of Prior Notes

6. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Nettie-Leivasy Public Service District ". The Issuer is a public service district and public corporation in Nicholas County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Public Service Board, consisting of three duly appointed, qualified and acting members, whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement Of Office	Date of Termination Of Office
David McMillion	November 2, 2005	October 10, 2011
Robert Meadows	October 6, 2004	October 10, 2015
William Fox	October 3, 2007	October 10, 2013

The names of the duly elected, appointed, qualified and acting officers of said Public Service Board of the Issuer for calendar year 2011 are as follows:

Chairman - David McMillion
Secretary - William Fox

The duly appointed and acting counsel to Issuer is Greg Tucker, Esquire, Summersville, West Virginia and the duly appointed Special PSC Counsel to Issuer is Spilman, Thomas & Battle PLLC, Charleston, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and 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, 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, 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, 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. The successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. All insurance for the System required by the Bond Legislation and Loan Agreements is in full force and effect.

10. LOAN AGREEMENTS: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreements are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreements do 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 Agreements 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 Agreements not misleading; and (iv) the Issuer is in compliance with and has met the requirements of the Loan Agreements.

The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

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

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

13. RATES: The Issuer has received the Commission Order of the Public Service Commission of West Virginia dated February 4, 2011 in Case No. 09-1317-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 the Commission Order dated February 4, 2011 has not expired prior to the date hereof. The Issuer hereby certifies that it does not intend to appeal such Order The Order remains in full force and effect.

14. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Hearing Panel Recommended Decision dated February 10, 2010 which became a Final Order on March 2, 2010 in Case No. 09-1317-PWD-CN among other things granting to the Issuer a certificate of convenience and necessity, and the Issuer has received Commission Order dated February 4, 2011 in Case No. 09-1317-PWD-CN, among other things approving the rates and charges for the services of the System and approving the financing for the Project. The time for appeal of the Commission Order dated February 4, 2011 has not expired prior to the date hereof. The Issuer hereby certifies that it does not intend to appeal such Order. The Order remains in full force and effect.

15. 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 for each series of the Bonds, 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 the Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate, register and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the Loan Agreements. Said official seal is also impressed above the signatures appearing on this certificate.

16. BOND PROCEEDS: On the date hereof, the Issuer received $512,202.69 from the Authority and the Council, being a portion of the principal amount of the Series 2011 A Bonds and $76,825 from the Authority and the BPH, being a portion of the principal amount of the Series 2011 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.

17. 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, and filing of a formal application for a certificate of public convenience and necessity with the Public Service Commission of West Virginia, in accordance with Chapter 16, Article 13A, Section 25 of the Official West Virginia Code of 1931, as amended.

18. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Bonds.

19. 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.

20. 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.

21. SAFE DRINKING WATER ACT: The Project as described in the Bond Legislation complies with the Safe Drinking Water Act.

22. 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 NETTIE-LEIVASY PUBLIC SERVICE DISTRICT as of the date first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to Issuer
_____	Special PSC Counsel to Issuer (Paragraphs 13 & 14)

02.08.11
657680.00001

CH5196938

WITNESS our signatures and the official seal of NETTIE-LEIVASY PUBLIC SERVICE DISTRICT as of the date first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to Issuer
Spilman Thomas & Battle, PLLC	Special PSC Counsel to Issuer (Paragraphs 13 & 14)

02.08.11
657680.00001

CH5196938

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

CERTIFICATE OF ENGINEER

On this 2nd day of March, 2011, I, Frederick Hypes, Registered Professional Engineer, West Virginia License No. 9327 of Dunn Engineers, Inc., Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain additions, betterments, improvements and extensions (the "Project") to the existing public waterworks system (the "System) of Nettie-Leivasy Public Service District (the "Issuer"), to be constructed primarily in Nicholas County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. All capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on February 22, 2011, as supplemented by the Supplemental Resolution adopted by the Issuer on February 22, 2011, and the Loan Agreement for the Series 2011 A Bonds dated March 2, 2011, 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 Loan Agreement for the Series 2011 B Bonds dated March 2, 2011, by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health (the "BPH") (collectively, the "Loan Agreement").

2. The Bonds are being issued for the purposes of (i) paying the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008, (ii) paying a portion of the costs of acquisition and construction of the Project, and (iii) paying 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 Council and the BPH, and any change orders approved by the Issuer, the BPH, 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 forty (40) 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 Schedule B attached hereto as Exhibit A and the Issuer's counsel, Gregory Tucker, Esquire, will, prior to the Issuer executing the construction contracts for the Project, ascertain that all successful bidders have made required provisions for all insurance and payment and performance bonds and 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 successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vi) 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; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) 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; (x) in reliance upon the certificate of the Issuer's certified public accountant, Teed & Associates, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer and approved by the Public Service Commission of West Virginia will be sufficient to comply with the provisions of the Loan Agreement and the Bond Resolution; (xi) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably committed therefor, 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 Authority, the Council, and 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.

4. The Project will service no new customers.

[Remainder of Page Intentionally Blank]

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

DUNN ENGINEERS, INC.

[SEAL]

Frederick Hypes, P.E.
West Virginia License No. 9327

Nettie-Leivasy PSD
Water Plant/Tank Upgrade
2006W-916a
Schedule B -02/04/2011

A. Cost of Project	A Total	B Design Loan	New Total (A minus B)	DWTRF	IJDC Loan
1 Construction Costs					
Contract 1	3,970,000 00	0 00	3,970,000 00	3,047,000 00	923,000 00
Contract 2	64,000 00	0.00	64,000 00	0 00	64,000 00
2 Technical Services					
a Study & Report	25,000 00	25,000 00	0 00	0 00	0 00
b Peliminary Design	170,000 00	170,000 00	0 00	0 00	0 00
c Final Design	140,000 00	140,000 00	0 00	0 00	0 00
d Bidding	20,000.00	0 00	20,000 00	0 00	20,000 00
e Constructions Admin	90,000.00	0 00	90,000 00	0.00	90,000 00
f Inspection	180,000 00	0 00	180,000.00	0 00	180,000 00
g Post Construction	40,000.00	0 00	40,000 00	0.00	40,000 00
3 Legal and Fiscal					
a Legal (PSC)	50,000.00	11,436.93	38,563 07	0 00	38,563 07
b Legal (Title)	10,000.00	8,357.50	1,642.50	0 00	1,642 50
c Accounting (Dobbins - rates)	6,350 00	3,250 00	3,100.00	0.00	3,100 00
Accountng (Feamster - PSC)	3,650 00	3,650.00	0 00	0.00	0 00
Accounting (Teed - PSC/CPA)	1,751.20	1,751.20	0.00	0 00	0 00
d Design Loan Closing Costs	7,500 00	7,500 00	0 00	0.00	0.00
4 Administration					
a Region IV	50,000.00	25,242.22	24,757.78	0.00	24,757 78
b Bank Closing Fees	2,750 00	2,750.00	0 00	0.00	0 00
c General Services (Dunn)	15,000.00	12,393.75	2,606 25	0.00	2,606 25
d Legal Ads / Permits	2,000.00	90 09	1,909 91	0 00	1,909.91
5 Sites Lands	25,000.00	22,700 00	2,300 00	0.00	2,300.00
6 Contingency 4%	156,197 24	0 00	156,197 24	0.00	156,197.24
7 Interim Financing (interest)	17,801.56	15,878 31	1,923.25	0 00	1,923.25
8 Repay Design Loan (principal)		450,000.00	450,000.00	0.00	450,000 00
9 Total of Lines 1 through 8	5,047,000.00		5,047,000.00	3,047,000.00	2,000,000 00
B. Cost of Financing					
10 Reserve	0.00		0.00	0 00	0 00
11 Bond Counsel	25,000.00		25,000 00	25,000 00	0 00
12 Registrar	1,000.00		1,000.00	1,000 00	0 00
13 Total Cost of Financing	26,000.00		26,000.00	26,000.00	0 00
14 Total Cost of Project	5,073,000.00		5,073,000 00	3,073,000 00	2,000,000.00
C. Sources of Funds					
15 Federal Grants	0.00		0.00	0 00	0.00
16 State Grants	0 00		0.00	0 00	0 00
17 Total Grants	0 00		0 00	0 00	0 00
18 Size of Bond Issue	5,073,000 00		5,073,000.00	3,073,000 00	2,000,000 00

Nettie Leivasy Public Service District

March 2, 2011
Date

Dunn Engineers

March 2, 2011
Date

Compiled by: Region 4 PDC
2/16/2011

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

CERTIFICATE AS TO USE OF PROCEEDS

On this 2nd day of March, 2011, the undersigned Chairman of the Public Service Board of Nettie-Leivasy Public Service District in Nettie, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $2,000,000 Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) (the "Series 2011 A Bonds") and $3,073,000 Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program) (the "Series 2011 B Bonds"), of the Issuer, both dated March 2, 2011 (collectively, the "Bonds"), hereby certify 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 February 22, 2011 (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 March 2, 2011, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal of the 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"), the West Virginia Infrastructure and Jobs Development Council (the "Council"), or the West Virginia Bureau for Public Health (the "BPH"), 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 2011 A Bonds were sold on March 2, 2011, to the Authority, pursuant to a loan agreement dated March 2, 2011, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $2,000,000 (100% of par), at which time, the Issuer received $512,202.69 from the Authority and the Council, being the first advance of the principal amount of the Series 2011 A Bonds. No accrued interest has been or will be paid on the Series 2011 A Bonds. The

balance of the principal amount of the Series 2011 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2011 B Bonds were sold on March 2, 2011, to the Authority, pursuant to a loan agreement dated March 2, 2011, by and between the Issuer and the Authority, on behalf of the BPH, for an aggregate purchase price of $3,073,000 (100% of par), at which time, the Issuer received $76,825 from the Authority and the BPH, being the first advance of the principal amount of the Series 2011 B Bonds. No accrued interest has been or will be paid on the Series 2011 B Bonds. The balance of the principal amount of the Series 2011 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying the Issuer's Waterworks Design Bond Anticipation Notes, Series 2008 (the "Prior Notes"); (ii) paying the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (iii) paying certain costs of issuance of the Bonds and related costs.

8. Within 30 days after the delivery of the Series 2011 Bonds, the Issuer shall enter into agreements which require the Issuer to expend in excess of 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment, or has already done so. The acquisition, construction and equipping 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, and with the exception of proceeds deposited in the respective Reserve Accounts for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 1, 2012. The acquisition and construction of the Project is expected to be completed by December 1, 2011.

9. The total cost of the Project is estimated at $5,073,000. Sources and uses of funds for the Project are as follows:

SOURCES	
Proceeds of the Series 2011 A Bonds	$2,000,000.00
Proceeds of the Series 2011 B Bonds	$3,073,000.00
Total Sources	$5,073,000.00
USES	
Costs of Acquisition and Construction of the Project	$4,595,076.75
Payment of the Prior Notes	$451,923.25
Costs of Issuance	$26,000.00
Total Uses	$5,073,000.00

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

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2011 Bonds Construction Trust Fund;

(4) Series 2011 A Bonds Sinking Fund;

(5) Series 2011 A Bonds Reserve Account;

(6) Series 2011 B Bonds Sinking Fund; and

(7) Series 2011 B Bonds Reserve Account.

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

(1) Series 2011 A Bond proceeds in the amount of $-0- will be deposited in the Series 2011 A Bonds Sinking Fund to cover capitalized interest.

(2) Series 2011 B Bond proceeds in the amount of $-0- will be deposited in the Series 2011 B Bonds Sinking Fund to cover capitalized interest.

(3) Series 2011 A Bond proceeds in the amount of $-0- will be deposited in the Series 2011 A Bonds Reserve Account.

(4) Series 2011 B Bond proceeds in the amount of $-0- will be deposited in the Series 2011 B Bonds Reserve Account.

(5) Series 2011 A Bond proceeds in the amount of $451,923.25 will be deposited with Branch Banking & Trust Company to pay in full the Prior Notes.

(6) All proceeds of the Series 2011 A Bonds will be deposited in the Series 2011 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 2011 A Bonds and related costs.

(7) All proceeds of the Series 2011 B Bonds will be deposited in the Series 2011 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 2011 B Bonds and related costs.

12. Monies held in the Series 2011 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2011 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2011 A Bonds Sinking Fund and Series 2011 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into

the Series 2011 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.

13. Monies held in the Series 2011 B Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2011 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 2011 B Bonds Sinking Fund and Series 2011 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2011 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.

14. 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 9 months of the date hereof.

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

16. With the exception of the amount deposited in the Series 2011 A Bonds Reserve Account, if any, all of the proceeds of the Series 2011 A Bonds will be expended on the Project within 15 months from the date of issuance thereof.

17. With the exception of the amount deposited in the Series 2011 B Bonds Reserve Account, if any, all of the proceeds of the Series 2011 B Bonds will be expended on the Project within 15 months from the date of issuance thereof.

18. The Issuer does not expect to sell or otherwise dispose of the Project prior to the last maturity date of the Bonds.

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

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

21. 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.

22. The Issuer covenants that it shall maintain thorough and accurate accounting records, in conformance with generally accepted accounting principles, relative to the proceeds of Bonds so that use of proceeds from each series of the Bonds can be accounted for.

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

24. 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.

25. The Bonds are not federally guaranteed.

26. 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 governmental bonds.

27. The Issuer has either (a) funded the Series 2011 A Bonds Reserve Account and Series 2011 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 2011 A Bonds Reserve Account and Series 2011 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2011 A Bonds Reserve Account and Series 2011 B Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Monies in the Series 2011 A Bonds Reserve Account and Series 2011 B Bonds Reserve Account, if any, and the Series 2011 A Bonds Sinking Fund and Series 2011 B Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

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

29. 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.

30. 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.

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

[Remainder of Page Intentionally Blank]

WITNESS my signature as of the date first written above.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Chairman

02.07.11
657680.00001

CH5193542

Bennett & Dobbins PLLC
CERTIFIED PUBLIC ACCOUNTANTS

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

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

March 2, 2011

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Council); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

Nettie-Leivasy Public Service District
Nettie, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

United States Department of Agriculture
Beckley, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Commission Order dated February 4, 2011 in Case 09-1317-PWD-CN, the projected operating expenses and the anticipated customer usage as furnished to us by Dunn Engineers, Inc., the Consulting Engineer to Nettie-Leivasy 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 operating 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 Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) in the original aggregate principal amount of $2,000,000, and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program) in the original aggregate principal amount of $3,073,000, (collectively, the "Bonds"), to be issued to the West Virginia Water Development Authority and all other obligations secured by or payable from the revenues of the System, including the Issuer's: (i) Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bonds"); and (ii) Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds") (collectively, the "Prior Bonds").

It is our further opinion that (i) the Net Revenues for the Fiscal Year following the year in which the Bonds are issued will be at least 120% of the average annual debt service requirements on the Bonds and the Prior Bonds, and (ii) the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Bonds, if any, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Bonds and the Prior Bonds.

Very truly yours,

Bennett & Dobbins PLLC

Bennett & Dobbins PLLC

Jan. 18, 1971

A RESOLUTION AND ORDER ENLARGING
NETTIE-LEIVASY PUBLIC SERVICE
DISTRICT IN NICHOLAS COUNTY
WEST VIRGINIA

WHEREAS, the County Court of Nicholas County, West Virginia, did heretofore by a resolution and order adopted on December 23, 1970, fix a date for a public hearing on the enlargement of the proposed Nettie-Leivasy 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 enlarged public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the enlargement of said district: and

WHEREAS, Notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13-a of Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the enlargement 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 desirable by said County Court to adopt a resolution and order enlarging said district:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Court of Nicholas County, West Virginia, as

follows:

Section 1. That a public service district within Nicholas County, West Virginia, is hereby enlarged, and said district shall be further bounded and described as follows:

> BEGINNING at a point located South 0.7 miles from the northwest corner of the District (Original creation); thence west 2.3 miles to a point having a latitude of N 38-13-22 and longitude W 80-45-00; thence north 1.9 miles; thence west 3.7 miles more or less to the line between Kentucky and Summersville Magisterial Districts; thence with the Magisterial District line up Gauley River 3.0 miles more or less; thence east 5.1 miles; thence S 30-00 E 3.3 miles; thence south 0.8 miles; thence east 0.4 mile; thence south 2.0 miles; thence west 0.9 miles to original Nettie-Leivasy Public Service District line; thence with said district line north 0.8 mile; thence West 1.7 miles; thence to beginning south 0.7 mile containing an area of 25.97 square miles, and as shown on a map prepared by J. H. Milam, Inc., entitled "Nettie-Leivasy Public Service District, Nicholas County, West Virginia, October 28, 1970. Scale 1"=1 mile."

Section 2. That said enlarged district shall continue under the corporate name of the Nettie-Leivasy Public Service District and shall continue to constitute a public corporation and political subdivision of the State of West Virginia, having all of the rights and powers conferred on public service districts by the laws of the state of West Virginia and particularly Article 13-a of Chapter 16 of the West Virginia Code.

Section 3. That the County Court of Nicholas County West Virginia has determined it is necessary, feasible and proper to include said territory in the Nettie-Leivasy Public

Service District and that there are no other water treatment or sewage facilities, equipment, services or material extended into enlargement area and that said enlargement in all respects meets the requirements of Code § 16-13a-3.

ADOPTED BY THE COUNTY COURT January 18, 1971.

Joseph Johnson
President

ATTEST:

Lawson Hall
Clerk

By: Agnes Pounsford
Deputy Clerk

NE1 .E-LEIVASY PUBLIC SERVICE DISTRICT
NICHOLAS COUNTY, WEST VIRGINIA
EDA 03-1-00583.1

REVISED BOUNDARY LINE

Beginning at a point located South 0.7 mile from the original Northwest corner of the District;

Thence West 2.3 Miles to a point having a latitude North 38° 13' 22" and longitude West 80° 45' 00";

Thence North 1.9 miles;

Thence West 3.7 miles to Kentucky-Summersville Magisterial District line;

Thence with said Magisterial line up Gauley River 3.0 miles more or less to a point having a latitude of North 38° 17' 06" and longitude West 80° 48' 48";

Thence East 5.1 mile;

Thence South 30° 00' East 3.3 miles;

Thence South 0.8 mile;

Thence East 0.4 mile;

Thence South 2.0 mile;

Thence West 0.9 mile to original Easterly line of the District;

Thence South 6.2 miles;

Thence West 1.2 miles;

Thence North 3.9 miles;

Thence West 1.3 miles;

Thence North 1.1 miles;

Thence East 0.8 mile;

Thence to beginning North 1.3 miles containing a total area of 36.8 square miles, and as shown on a map prepared by J. H. Milam, Inc., Dunbar, W. Va., and entitled "Nettie-Leivasy Public Service District", Nicholas County, W. Va., dated October 28, 1970. Scale 1" = 1 mile.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
NICHOLAS COUNTY, WEST VIRGINIA
EDA 03-1-00583.1

DESCRIPTION OF ANNEXATION AREA

Beginning at a point located South 0.7 miles from the Northwest corner of the District (original creation);

Thence West 2.3 miles to a point having a latitude of N 38° 13' 22" and longitude W 80° 45' 00";

Thence North 1.9 miles;

Thence West 3.7 miles more or less to the line between Kentucky and Summersville Magisterial Districts;

Thence with the Magisterial District line up Gauley River 3.0 miles more or less;

Thence East 5.1 miles;

Thence S 30° 00' East 3.3 miles;

Thence South 0.8 miles;

Thence East 0.4 mile;

Thence South 2.0 miles;

Thence West 0.9 miles to original Nettie-Leivasy Public Service District line;

Thence with said District line North 0.8 mile;

Thence West 1.7 miles;

Thence to beginning South 0.7 mile containing an area of 25.97 square miles, and as shown on a map prepared by J. H. Milam, Inc. entitled "Nettie-Leivasy Public Service District, Nicholas County, West Virginia, October 28, 1970. Scale 1" = 1 Mile.

Summersville, West Virginia
September 5, 1967

The County Court of Nicholas County, West Virginia, met this day in Regular session held this 5th day of September, 1967, at 9:00 A.M., pursuant to the call of Morris McClung, President, Robert B. Campbell, Commissioner, and Cecil W. Bailey, Commissioner, said call being:

"To consider a petition of residents and property owners of Nettie-Leivasy, Kentucky District, Nicholas County, West Virginia, asking for the Creation of a public service district in the area therein described, and to adopt a proposed resolution and enter a proper order fixing a date of hearing on the creation of a public service district in Nettie-Leivasy, Kentucky District, Nicholas County, West Virginia, as set forth in said petition and to provide for the publication of a notice of such hearing."

The meeting was called to order and the roll being called there were present Morris McClung, President, presiding, and the following named commissioners:

Robert B. Campbell
Cecil W. Bailey

And were absent:

Morris McClung 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 Nicholas County, West Virginia; and providing for the publication of a notice of such hearing",

COPY

and moved that all rules otherwise requiring deferred consideration be suspended and said proposed resolution and order be adopted.

Robert B. Campbell seconded the motion and after due consideration the President put the question on the motion, and the roll being called the following voted:

Aye: 3

Nay:

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

Clerk

President

COPY

10/10/67

A RESOLUTION AND ORDER CREATING
NETTIE-LEIVASY PUBLIC SERVICE
DISTRICT IN NICHOLAS COUNTY,
WEST VIRGINIA

COPY

WHEREAS, the County Court of Nicholas County, West Virginia, did heretofore by a resolution and order adopted September 5, 1967, fix a date for a public hearing on the creation of the proposed Nettie-Leivasy 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 and by Article 13-a of 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 desirable by said County Court to adopt a resolution and order creating said district:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Court of Nicholas County, West Virginia, as follows:

Section 1. That a public service district within Nicholas County, West Virginia, is hereby created, and said district shall be further bounded and described as follows:

> BEGINNING at a point North 0.65 mile and east 0.55 mile of the intersection of State Highways 39 and 20; thence South 7.0 miles; thence West 1.2 miles; thence North 3.9 miles; thence West 1.3, thence North 1.1 miles; thence East 0.8 miles; thence North 2.0 miles to the place of beginning, containing 10.83 square miles, all of which is in Kentucky and Wilderness Magisterial Districts, Nicholas County, West Virginia as shown upon map prepared by J. H. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated June 14, 1967.

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

Section 3. That the County Court of Nicholas County, West Virginia, has determined that the territory within Nicholas County, West Virginia, having the hereinabove described boundaries, is so situated that the construction or acquisition by purchase or otherwise, and the maintenance, operation, improvement and extension of properties supplying both water and sewerage services within such territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such area.

COPY

ADOPTED BY THE COUNTY COURT October 10, 1967.

Morris McClinge
President

ATTEST:

Clerk

COPY

Oct 10, 1967

Summersville, West Virginia

October 10, 1967

The County Court of Nicholas County, West Virginia, met in regular session pursuant to law and to the rules of said Court at the County Court House, Summersville, West Virginia, at 10:00 o'clock, _.M. The meeting was called to order and the roll being called, there were present Morris McClung, President, presiding, and the following named Commissioners:

C. W. Bailey
Robert Campbell

Absent:

This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed Nettie-Leivasy Public Service District, as contemplated and provided for in a resolution and order adopted by the County Court on September 5, 1967, the president announced that all persons residing in or owning or having any interest in property in such proposed public service district desiring to be heard for or against the creation of said district would be heard and all such interested persons desiring to be heard were given full opportunity.

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

COPY

"A RESOLUTION AND ORDER CREATING NETTIE-LEIVASY PUBLIC SERVICE DISTRICT IN NICHOLAS COUNTY, WEST VIRGINIA",

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. Harley Dorsey seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

Aye: Unanimous

Nay:

Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

Tom Walker introduced and caused to be read a proposed resolution and order, entitled:

"A RESOLUTION AND ORDER APPOINTING MEMBERS TO THE PUBLIC SERVICE BOARD OF THE NETTIE-LEIVASY PUBLIC SERVICE DISTRICT".

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. Harley Dorsey seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

Aye: Unanimous

Nay:

COPY

Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

On motion and vote the meeting adjourned.

President

Attest:

Clerk

COPY

A RESOLUTION AND ORDER appointing members to the Public Service Board of the Nettie-Leivasy Public Service District.

WHEREAS, the County Court of Nicholas County, West Virginia did heretofore by resolution and order adopted October 10, 1967, creat the Nettie-Leivasy Public Service District; and

WHEREAS, under the provisions of Article 13a of Chapter 16 of the West Virginia Code the powers of said Public Service District shall be vested in and exercised by a Public Service Board; and

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED and ORDERED by the County Court of Nicholas County, West Virginia, as follows:

Section 1. That the County Court of Nicholas County, West Virginia, hereby finds and determines that Dave Groves, Mrs. Nancy Hurd, and R. O. McMillion are persons residing within the Nettie-Leivasy Public Service District, and the aforesaid persons are hereby appointed as members of The Public Service Board of said District and their respective terms of office shall be as follows:

COPY

Dave Groves for a term of six years from the first day of the month in which this resolution and order is adopted;

Mrs. Nancy Hurd for a term of four years from the first day of the month in which this resolution and order is adopted; and

R. O. McMillion for a term of two years from the first day of the month in which this resolution and order is adopted.

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

ADOPTED BY THE COUNTY COURT October 10, 1967.

President

Attest:

Clerk

State of West Virginia,

County of Nicholas, ss:

I, Spurgeon Hinkle, hereby certify that I am the duly qualified and acting Clerk of the County Court of Nicholas County, West Virginia, and that the foregoing constitutes a true, correct and complete transcript of the proceedings of said County Court as had

COPY

under date of October 10, 1967, and resolutions and orders then adopted relating to the creation of Nettie-Leivasy Public Service District, and appointment of members to the Public Service Board of said District.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of said Court at Summersville, West Virginia, this October 10, 1967.

County Court Clerk

(SEAL)

COPY

CERTIFICATE OF PUBLIC TION

OFFICE OF

THE NICHOLAS COUNTY NEWS LEADER

Richwood, W. Va. Sept 14, 1967.

, Bronson McClung, Publisher of the Nicholas ounty News Leader, a weekly newspaper published in the City of Richwood, County of icholas and State of West Virginia, do ertify that the hereto attached notice of ublic hearing on creation of Nettie-Leivasy ublic Service District was duly published said paper for one consecutive week, commencing on Wednesday, September 13, 1967 and ending on Wednesday, September 13, 1967 And, I further certify that the aforesaid notice was posted in five places within the proposed Public Service District as follows:

1. At Groves Store Co., Nettie on the 14th day of September, 1967.

2. At Nettie Community Store on the 14th day of September, 1967.

3. At Nettie Post Office on the 14th day of September, 1967.

4. At Leivasy Post Office on the 14th day of September, 1967.

5. At Imperial Stores, Leivasy on the 14th day of September, 1967.

Legal Notice

NOTICE OF PUBLIC HEARING ON CREATION OF NETTIE-LE
PUBLIC SERVICE DISTRICT

NOTICE IS HEREBY GIVEN that a legally sufficient petiti been filed with the Clerk of the County Court of Nicholas County Virginia, and has been presented to the County Court of Nicholas for the creation of a public service district within Nicholas Coun the purpose of constructing or acquiring by purchase or otherwi the maintenance, operation, improvement and extension of public s properties supplying water and sewerage services within said di and also outside said district to the extent permitted by law; to be n "Nettie-Leivasy Public Service District"; and having the foll described boundaries:

BEGINNING at a point North 0.65 mile and east 0.55 mile intersection of State Highways 39 and 20; thence South 7.0 miles; t West 1.2 miles; thence North 3.9 miles; thence West 1.3, thence 1.1 miles; thence East 0.5 miles; thence North 2.0 miles to the of beginning, containing 10.59 square miles, all of which is in Ken and Wilderness Magisterial Districts, Nicholas County, West Vir as shown upon map prepared by J. H. Milam, Inc., 1214 Myers Ave Dunbar, West Virginia, dated June 14, 1967.

All persons residing in or owning or having any interest in prop in said proposed public service district are hereby notified tha County Court of Nicholas County will conduct a public hearing on Oct 10, 1967, at 10:00 o'clock A. M., in the County Court House at Summ ville, West Virginia, at which time and place all interested persons appear before the County Court and shall have an opportunity t heard for and against the creation of the proposed public service distr

By Order of the County Court this 5th day of September, 1

Spurgeon Hinkle, County Court Clerk

Bronson McClung
Publisher

Subscribed and sworn to before me on the 14 day of Sept. 1967.

Notary Public in and for Nicholas County, West Virginia.

My commission expires 8-24-77

A Resolution and Order fixing a date of hearing on the creation of a proposed public service district within Nicholas County, West Virginia; and providing for the publication of a notice of such hearing.

COPY

WHEREAS, there has heretofore been filed in the office of the Clerk of the County Court of Nicholas County, West Virginia, a petition to this County Court, for the creation of a public service district within Nicholas 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 upon presentation of such petition is required to fix a date of hearing on the creation of the proposed public service district:

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

Section 1. That the County Court of Nicholas 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 Nicholas 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 the proposed public service district and which petition has been signed by at least one hundred legal voters resident within and owning real property within the limits of the proposed public service district, and said County Court further finds and declares that said petition in all respects meets the requirements of Article 13A of Chapter 16 of the West Virginia Code.

COPY

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 "Nettie-Leivasy Public Service District".

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

> BEGINNING at a point North 0.65 mile and east 0.55 mile of the intersection of State Highways 39 and 20; thence South 7.0 miles; thence West 1.2 miles; thence North 3.9 miles; thence West 1.3, thence North 1.1 miles; thence East 0.8 miles; thence North 2.0 miles to the place of beginning, containing 10.83 square miles, all of which is in Kentucky and Wilderness Magisterial Districts, Nicholas County, West Virginia as shown upon map prepared by J. E. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated June 14, 1967.

(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 within its 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 other municipal corporation.

Section 3. That on October 10, 1967, at the hour of 10:00 o'clock A.M., this County Court shall meet in the County Court House at Summersville, West Virginia, for the purpose of conducting a public service district at which time and place all persons residing in or owning or having any interest in property 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 Court Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on September 28, 1967, in the The News Leader, a newspaper of general circulation published in Nicholas County:

COPY

SEPT 5, 1967

NOTICE OF PUBLIC HEARING ON
CREATION OF NETTIE-LEIVASY
PUBLIC SERVICE DISTRICT

COPY

NOTICE IS HEREBY GIVEN that a legally sufficient petition has been filed with the Clerk of the County Court of Nicholas County, West Virginia, and has been presented to the County Court of Nicholas County for the creation of a public service district within Nicholas County, for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and sewerage services within said district and also outside said district to the extent permitted by law; to be named "Nettie-Leivasy Public Service District"; and having the following described boundaries:

> BEGINNING at a point North 0.65 mile and east 0.55 mile of the intersection of State Highways 39 and 20; thence South 7.0 miles; thence West 1.2 miles; thence North 3.9 miles; thence West 1.3, thence North 1.1 miles; thence East 0.8 miles; thence North 2.0 miles to the place of beginning, containing 10.83 square miles, all of which is in Kentucky and Wilderness Magisterial Districts, Nicholas County, West Virginia as shown upon map prepared by J. H. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated June 14, 1967.

All persons residing in or owning or having any interest in property in said proposed public service district are hereby notified that the County Court of Nicholas County will conduct a public hearing on October 10, 1967, at 10:00 o'clock A.M., in the County Court House at Summersville, West Virginia, at which time and place all interested persons may appear before the County

Court and shall have an opportunity to be heard for and against the creation of the proposed public service district.

By Order of the County Court this 5th day of September, 1967.

County Court Clerk

COPY

ADOPTED BY THE COUNTY COURT September 5, 1967

President

Attest:

Clerk

COPY

State of West Virginia,

County of Nicholas, ss:

I, Spurgeon Hinkle, hereby certify that I am the duly qualified and acting Clerk of the County Court of Nicholas County, West Virginia, and that the foregoing constitutes a true, correct and complete transcript of the proceedings of said County Court as had under date of September 5, 1967, and a resolution and order then adopted relating to the proposed creation of the Nettie-Leivasy Public Service District, all as shown by the official records in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said Court at Summersville, Nicholas County, West Virginia, this September 5, 1967.

(SEAL)

County Court Clerk

NICHOLAS COUNTY COMMISSION

700 MAIN STREET, SUITE 1
SUMMERSVILLE, WEST VIRGINIA 26651
ncc_pattyneff@yahoo.com
www.nicholascountywv.org

TOM BLANKENSHIP, President
BIRL O'DELL, Commissioner
SPURGEON HINKLE, Commissioner

TELEPHONE: (304) 872-7830
FAX: (304) 872-9602

COPY

October 3, 2007

Bill Fox
Post Office Box 274
Canvas, West Virginia 26662

Dear Mr. Fox:

Please regard this letter as confirmation of your reappointment to the Board of Directors of the Nettie-Leivasy Public Service District. Your term of office will expire October 10, 2013. I am forwarding your Oath of Office and Certificate. Please execute this before a Notary and return this document to our office at your earliest convenience.

If for any reason you are unable to serve in this capacity, please notify our office at your earliest convenience.

Sincerely,

Tom Blankenship

Tom Blankenship
President

cc: Nettie-Leivasy PSD

attachment: Oath of Office and Certificate

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS, ss:

IN THE COUNTY COMMISSION THEREOF

ORDER

WHEREAS, the County Commission of Nicholas County, West Virginia, did heretofore, by an Order entered and adopted, create the Nettie/Leivasy Public Service District; and,

WHEREAS, under the provisions of Article 13A of Chapter 16 of the Code of West Virginia, the powers of said public service district shall be vested in and exercised by a public service board; and,

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

WHEREAS, the said County Commission finds that it is proper and desirable to reappoint Bill Fox to the Nettie/Leivasy Public Service District.

NOW, THEREFORE, IT IS HEREBY ORDERED by the County Commission of Nicholas County, West Virginia that Bill Fox is a person residing within the boundaries of Nettie/Leivasy Public Service District and he is hereby reappointed as a member of the Nettie/Leivasy Public Service District with term of office expiring October 10, 2007.

Entered this 19 day of September, 2001.

Tom Blankenship, President

Bill O'Dell, Commissioner

Mert Myers, Commissioner

I, WANDA G. HENDRICKSON, do hereby certify that this is a true copy from the records.
Teste: WANDA G. HENDRICKSON, Clerk
Nicholas County Clerk
Date 2/22/07 By Wanda G. Hendrickson Clerk
By Betty Huff Deputy

MINUTES OF THE NICHOLAS COUNTY COMMISSION - SEPTEMBER 19, 2001

The Nicholas County Commission met in a regular session at the Nicholas County Courthouse Wednesday, September 19, 2001. Present were: President Tom Blankenship, Commissioner Birl O'Dell and Commissioner Mert Myers

Representing the media - Ray Corbin

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Myers, with motion passing unanimously, exonerations as presented by the Nicholas County Assessor were reviewed and approved.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Myers, with motion passing unanimously, invoices were reviewed and approved for payment.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Myers, with motion passing, estate and fiduciary matters were approved as presented by the Nicholas County Clerk.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Myers, with motion passing, minutes from commission meeting September 5, 2001 were reviewed and approved as presented.

Appearing before the Commission - Circuit Clerk June Gower
Circuit Clerk Gower approached the Commission for an added employee for her office due to the added work load dealing with domestic violence cases from the magistrates office and with added work from the family court system. The Commission inquired if even a part time employee would work and Clerk Gower conveyed any help would be appreciated. No action was taken by the Commission other than they would take her request under advisement.

At 9:15 a.m., the Commission took into consideration a Petition for road name change from Bluegrass Ln to Peck Hill
Upon motion moved by Commissioner O'Dell and seconded by Commissioner Myers, with motion passing unanimously, the Commission authorized the change from Bluegrass Ln to Peck Hill contingent upon this being agreeable with Mr. McKenzie. If this is not agreeable with Mr. McKenzie, the road will be referred to as Peck Hill Ln.

Appearing before the Commission - Charlotte Bays regarding Estate of Hobert Young, File No: 6415
Ms. Bays conveyed that her sister Tina Wood, is the Executrix of their fathers estate. On the appraisement
she lists a 98 Nissan Pathfinder for $19,000 and the file shows a proof of claim from a creditor in the amount $8,836.27. She noted her sister has allowed this vehicle for the past four and one half months for this vehicle to be in the possession of her brother, Gary Young who lives in Virginia and has been driving it every day. The vehicle is still licensed and insured under the name of the father, Hobert Young, deceased. She felt since her sister is not handling this estate in an appropriate manner, that an uninterested third party be appointed to take over. President Blankenship noted this meeting was informal and if we proceeded with any action, all parties would need to be given notice of such. Also, the Commission could refer this matter to a Fiduciary Commissioner due to a claim pending against the estate. Following a brief discussion, the Commission informed Ms. Bays they would notify the County Clerks office this estate needed to be referred to a Fiduciary Commissioner. The Fiduciary Commissioner in turn will report his findings back to this Commission at a later date.

Appearing before the Commission - Damon Dotson regarding Estate of Mary Ann Dotson, File No: 5875
Mr. Dotson asked if the Commission could do anything to aid in the probate of this estate from the Administratrix. In reviewing the estate file, President Blankenship noted from all appearances everything has been done with the exception of filing the final settlement. It was noted the estate

itself has been opened for approximately three years. The Commission advised Mr. Dotson that we would draft a letter to the Administratrix and proceed from there.

Appearing before the Commission - Manager Angie Foster, Nicholas County Animal Shelter
Mrs. Foster relayed to the Commission that she spoke with a representative of the fencing company that had installed the fencing for the shelter. The gentlemen had conveyed to her that he did not recommend the fencing that was installed and informed the Humane Society it would only last for about a year. The Humane Society approved the fencing as their appropriations were running low. The Commission reviewed the estimate for needed repairs. Discussion then turned to concrete repairs on the outside run on a 10x10 section. Mrs. Foster noted this particular area was in desperate need of attention, however, in daily cleaning of all runs, it is noticeable concrete is starting to chip away. It was agreed by the Commission following the meeting that they would meet at the animal shelter for an onsite review of the repairs needed. In other matters the Commission approved the purchase of two traps and authorized material and handouts for an open house to be sponsored by the Nicholas County Animal Shelter. The cost of the kit is $75.00.

Upon motion moved by Commissioner Myers and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission entered a Resolution authorizing an application with the State of West Virginia for Local Economic Development Assistance Program on behalf of Nicholas County Community Action Association for the purpose of purchasing furnace and air conditioning units for the Summersville Senior Center. Resolution attached to be recorded.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission entered a Resolution authorizing an application w with the State of West Virginia for Governor's Community Partnership Program on behalf of Craigsville Indian Rocks Ruritan Club to maintain street lights. Resolution attached to be recorded.

Upon motion moved by Commissioner Myers and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission entered a Resolution authorizing request for project amendment scope/activity change with the State of West Virginia for Governor's Community Partnership Program from Tioga Community Park to Tioga Water Distribution and Transmission System. Resolution attached to be recorded.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner O'Dell, with motion passing unanimously, Bill Fox was reappointed to the Nettie-Leivasy Public Service District Board of Directors for a six year term of office expiring October 10, 2007.

Upon motion moved by Commissioner Myers and seconded by Commissioner O'Dell, with motion passing unanimously, Bruce Tallamy was reappointed to the Nicholas County Building Commission for a five year term of office expiring October 17, 2006.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner O'Dell, with motion passing unanimously, Darrell White, Patricia Baker and Terry Echols were reappointed to the Nicholas County Parks and Recreation Commission for a three year term of office ending October 30, 2004.

It is being noted for the record that the Commission did receive confirmation from the Supreme Court of Appeals, West Virginia Court Security Board of a Court Security Fund supplemental grant award to the Nicholas County Commission for $3,162 for the purpose of enhancing the county's court security. This supplemental grant award will bring the total of our original request to $25,942.

In other business, President Blankenship signed off on a federal assistance grant being applied through the U.S. Department of Transportation Federal Aviation Administration. If approved, the scope of the project will entail the installation of weather reporting equipment (AWOSIII (Automated Weather Observation System)), construction of an access road, taxiway, and aircraft parking apron as more particularly described in the project application dated August 23, 2001. The

MINUTES OF THE NICHOLAS COUNTY COMMISSION - SEPTEMBER 19, 2001

Nicholas County Airport Authority and Nicholas County Commission are co-applicants.

Being no further business to come before the Commission, the Commission hereby adjourned until October 3, 2001.

Tom Blankenship, President

Birl O'Dell, Commissioner

Merl Myers, Commissioner

I, WANDA G. HENDRICKSON, do hereby certify that this is a true copy from the records.
Teste: WANDA G. HENDRICKSON, Clerk
Nicholas County Clerk
Date 8/29/02 By _____ Clerk
By _____ Deputy

Robert Meadows file

NICHOLAS COUNTY COMMISSION

700 MAIN STREET, SUITE 1
SUMMERSVILLE, WEST VIRGINIA 26651
ncc_pattyneff@yahoo.com
www.nicholascountywv.org

TELEPHONE: (304) 872-7830
FAX: (304) 872-9602

SPURGEON HINKLE, President
BIRL O'DELL, Commissioner
YANCY SHORT, M.D., Commissioner

October 02, 2009

Robert Meadows
Post Office Box 34
Nettie, West Virginia 26681

Dear Mr. Meadows:

Please regard this letter as confirmation of your appointment to the Board of Directors of the Nettie-Leivasy Public Service District. Your term of office will expire October 10, 2015. I am forwarding your Oath of Office and Certificate. Please execute this before a Notary and return this document to our office at your earliest convenience.

On behalf of this Commission, I extend our appreciation for your interest in serving and will look forward to working with you. If our office can be of assistance please let us hear from you.

Sincerely,

Spurgeon Hinkle
President

cc: Nettie-Leivasy PSD

attachment: Oath of Office and Certificate

340-380)

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS, ss:

IN THE COUNTY COMMISSION THEREOF

ORDER

WHEREAS, the County Commission of Nicholas County, West Virginia, did heretofore, by an Order entered and adopted, create the Nettie-Leivasy Public Service District; and,

WHEREAS, under the provisions of Article 13A of Chapter 16 of the Code of West Virginia, the powers of said public service district shall be vested in and exercised by a public service board; and,

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

WHEREAS, the said County Commission finds that it is proper and desirable to reappoint Robert Meadows to the Nettie-Leivasy Public Service District with term of office ending October 10, 2015.

NOW, THEREFORE, IT IS HEREBY ORDERED by the County Commission of Nicholas County, West Virginia that Robert Meadows is a person residing within the boundaries of Nettie-Leivasy Public Service District and he is hereby appointed as a member of the Nettie-Leivasy Public Service District with term of office expiring October 10, 2015.

Entered this 02 day of October, 2009.

BOOK 043PG 599

Spurgeon Hinkle, President

Birl O'Dell, Commissioner

Yancy Short, M.D., Commissioner

STATE OF WEST VIRGINIA

BOOK 41PG 608

COUNTY OF NICHOLAS, ss:

IN THE COUNTY COMMISSION THEREOF

ORDER

WHEREAS, the County Commission of Nicholas County, West Virginia, did heretofore, by an Order entered and adopted, create the Nettie Leivasy Public Service District; and,

WHEREAS, under the provisions of Article 13A of Chapter 16 of the Code of West Virginia, the powers of said public service district shall be vested in and exercised by a public service board; and,

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

WHEREAS, the said County Commission finds that it is proper and desirable to reappoint David McMillion to the Nettie Leivasy Public Service District with term of office ending October 10, 2011.

NOW, THEREFORE, IT IS HEREBY ORDERED by the County Commission of Nicholas County, West Virginia that David McMillion, is a person residing within the boundaries of Nettie Leivasy Public Service District and he is hereby appointed as a member of the Nettie Leivasy Public Service District with term of office expiring October 10, 2011.

Entered this 02 day of November 2005.

Tom Blankenship, President

Birl O'Dell, Commissioner

Spurgeon Hinkle, Commissioner

I, WANDA G. HENDRICKSON, do hereby certify that this is a true copy from the records.
Teste: WANDA G. HENDRICKSON, Clerk
Nicholas County Clerk
Date 12/07 By Clerk
By Deputy

MINUTES OF THE NICHOLAS COUNTY COMMISSION -NOVEMBER 2, 2005

The Nicholas County Commission met in regular session at the Nicholas County Courthouse on Wednesday, November 2, 2005. Present were: President Tom Blankenship, Commissioner Birl O'Dell and Commissioner Spurgeon Hinkle. Sitting in: Clerk Wanda Hendrickson

Representing the media – Ray Corbin

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, exoneration's as presented by the Nicholas County Assessor were reviewed and approved as presented.

Upon motion moved by Commissioner Hinkle and seconded by Commissioner Hinkle, invoices were reviewed and approved for payment.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, estate and fiduciary matters were approved as presented by the Nicholas County Clerk.

It was noted for the record that due to a computer malfunction, minutes of October 19, 2005 will be presented for review and approval at the Commissions November 16, 2005 meeting.

Appearing before the Commission - President of the Nicholas County Parks and Recreation Commission Joan O'Quinn, Parks and Recreation Board Member Bob Johnson, Nicholas County Golf Association Member Bruce Ferguson and Summersville Chamber of Commerce members Nancy Meadows and Gary Austin.
This group appeared to discuss the proposed Nicholas County Visitors Center to be located at Veterans Memorial Park. Mrs. O'Quinn noted that the group has had a series of meetings and have agreed upon a floor plan which was presented. Mrs. O'Quinn noted that they are looking at a modular and that will be beside the golf course building. The structure will be approximately 28' x 80'. Discussion turned to a modular structure vs. a double-wide with Commissioner Hinkle noting that a modular will be more expensive than a double-wide, probably running 10 to 20 percent more. While the Commission would like to get a pricing on both, Mrs. O'Quinn conveyed that the modular could be let as the base bid and the double-wide as an alternate bid. Following discussion it was agreed upon that the bid specifications will be drafted and let for bid both ways. Mr. Johnson conveyed that they do have a generic set of specifications received from the Board of Education that are well written. Mrs. O'Quinn noted that the Parks & Recreation Commission drafted a Users Agreement for both the Golf Association and Chamber which have since been approved by both entities. Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, it was agreed to accept the recommendations and proposal as made by the Committee. The Committee will proceed in drafting the specifications for publication and the Commission will advertise same and set a date at that time. Meanwhile, the Commission will draft a letter to the West Virginia Development Office requesting a Change of Scope concerning the grant of $40,000 received through the State. The grant was originally made for a stick built building and we will now ask for consideration to use the grant funds for a modular or double-wide. On another matter Mr. Ferguson noted that the site itself could use an upgrade for parking and would like for the commission to agree to oversee this phase and pay for the cost. It was noted that a gravel lot would be fine. President Blankenship noted this would need to be done and advised that they will take this matter under advisement. It is being noted for the purpose of this record that upon checking the grant file later that day, a supporting Resolution needed to be drafted to accompany the Change of Scope request. Upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission drafted a Resolution authorizing a request for project amendment scope/activity change to put on site a multi-purpose building that will be a modular unit or a double-wide unit, approximately 28'x80'.
On a separate matter, Mrs. O'Quinn noted that they have two damaged trees at the Park which need to be addressed, one along the trail and the other next to the superintendents house. A quote was received from Morris Tree Service for $1,200.00 to remove the two trees, however the park commission does not have the funds. President Blankenship inquired if the parks budget has a contingency fund for emergencies. Mrs. O'Quinn conveyed they do, however items are constantly being addressed, for example the gas company came out and informed the park board that the gas

line into the hot water heater at the dining hall was leaking gas and the water heater needed replaced. Other examples were air conditioner, furnace, water damage to the blocks behind the dining hall has caused damage to the frame which needs attention. The Commission advised they would consider this request and get back to Mrs. O'Quinn with their decision.

Appearing before the Commission Nicholas County Solid Waste Board Member Bob Johnson and Landfill Manager Larry Bradford
Mr. Johnson prepared a Proclamation for consideration by the Commission proclaiming November 15 and 19, 2005 as America Recycles Day in Nicholas county to raise awareness and to commemorate the effort to reclaim reduce, reuse and recycle. There likewise is a series of events scheduled for the City of Summersville which deals with Summersville Recycles Day. Mr. Johnson noted that while the Solid Waste Authority Board has not addressed the issue of recycle bins for community points in the county. Mr. Johnson noted at a future time they would like to approach the commission to consider reactivating the anti-litter committee and in the long term encourage the passage from the State of West Virginia Legislature a container law, so there would be some value to what is now a very expensive disposal of waste. Upon motion moved by President Blankenship and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission adopted the Proclamation.
President Blankenship asked for an update on the Landfill, noting some positive changes that have occurred. Mr. Johnson noted they continue to increase their customer base, with the cessation of Webster County Landfill. Over the past few months the landfill has become that their regulators refer to as a model landfill. Visually the Landfill does not look like a landfill and it does not smell like the public's perception of a landfill and through use of employees and in-house equipment, they have been able to save significant amounts of money, certainly in the construction of the latest cell. Mr. Bradford noted that the State does a spring and fall inspection and they have had good reviews with no noncompliance issues brought to their attention. Mr. Bradford conveyed that the Board of Directors does a excellent job in the overall management and Mr. Johnson commended Mr. Bradford in the day to day management and operations of the landfill.
Mr. Bradford noted they Landfill still maintains a free day which is the last Saturday of each month. If a holiday fall on that weekend, then it's the Saturday prior to. Mr. Bradford also noted they are working on a CD cell for construction debris.

Appearing before the Commission - Gwen Hagaman, Bob Johnson and Mayor Bob Henry Baber
Ms. Hagaman conveyed to the Commission that their committee met to review the proposals received as a result of our Request for Consultant work for a feasibility study for the Fine Arts Museum project. Ms. Hagaman noted it was the recommendation of the Committee to divide the study project up into three phases, because it is cost prohibitive to do all at one time and secondly, felt it to be premature to study construction costs when we need to know if it's a reasonable project to bring into the area. Phase I will be Needs Assessment, Phase II Facility Development and Phase III Operation Development. Ms. Hagaman conveyed their committee would like to bring in and meet with both companies and give them their phase criteria and have them to price that. Following a brief discussion, upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission gave its approval to allow the Committee to sit down and negotiate a proposal and pricing for such.

Appearing before the Commission - Sheriff Wetzel Bennett
Sheriff Bennett requested an executive session to discuss a personnel matter. Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission entered into an executive session pursuant to West Virginia Code §6-9A-4 at 10:07 a.m. Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission entered back into regular session at 10:15 a.m. It is being noted that no decisions were taken while in executive session.
President Blankenship mentioned to the Sheriff that he had read in the paper where Fayette County was taking steps to establish a community corrections program. Sheriff Bennett noted that he has studied this program and feels it would not be in the best interest of Nicholas County and that it would deplete the Home Confinement Fund.

Appearing before the Commission - County Clerk Wanda Hendrickson
Clerk Hendrickson informed the Commission that they needed to give notice to its citizenry that the Commission in a regular meeting entered an order to change the current optical scan voting system to an optical scan system that includes one unassisted touch screen voting device in each precinct. Upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the commission accepted the publication as prepared by the County Clerk authorizing its publication and authorized an Order to be prepared and signed by the President of the County Commission to be sent to the Secretary of State's office.
On another matter Clerk Hendrickson requested that she be given one half of the money set aside under the Commission's budget for an additional hiree to be transferred into her overtime budget. She noted at this time she did not wish to employ an additional person for her office and what overtime the current staff has been working has been doing well. The Commission advised they would prepare a letter requested a transfer.
Clerk Hendrickson informed the Commission that she is checking with Cott to supply her office with an additional scanner for indexing.
Clerk Hendrickson informed the Commission that she had filed for two grants through the West Virginia County Records Management and Preservation Grants program. Following a brief discussion, upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission entered a Resolution authorizing an application with the State of West Virginia, West Virginia County Records Management and Preservation Grants Program on behalf if its County Clerk to purchase cabinets for oversized maps.
Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission entered a Resolution authorizing an application with the State of West Virginia, West Virginia County Records Management and Preservation Grants Program on behalf if its County Clerk to repair, reprint and microfilm maps.
On another matter Clerk Hendrickson noted her office was in receipt of a letter from Charles Sergeon requesting Danny Sergeon be removed as administrator from the Estate of Mary Sergeon. The Commission advised the Clerk to first check with Danny on the status of the estate, before scheduling this matter for hearing.
On another matter concerning the Estate of Joe Bill Bowers, President Blankenship noted we needed to move forward with this in some fashion since we have had no response from our inquiries made to Fiduciary Commissioner Harley Stollings. Following a brief discussion, it was the decision of the Commission for the Clerk to subpoena Mr. Stollings to be present at our next county commission meeting together with all documents pertaining to this estate.

Upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, George Kallai was appointed to the Nicholas County Parks and Recreation Commission to fill the unexpired term of Terry Echols, with term of office ending October 30, 2007.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, David McMillion was reappointed to the Nettie-Leivasy Public Service District for a six year term of office expiring October 10, 2011.

Upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the following individuals were reappointed to the Nicholas County Parks & Recreation Commission for three year terms of office expiring October 30, 2008 - Ellen Moyer, Tony Nichols, Jeremy Nicholas and Kimary McNeil.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission approved a Resolution authorizing a Governor's Community Partnership Grant Program Contract with the West Virginia Development Office on behalf of the Carnifex Ferry Ruritan Club for improvements to its building & grounds - grant award $5,000.

Appearing before the Commission - 4-H Extension Agent Kimary McNeil and West Virginia University Representatives Dave Snively and Ann Berry
Mr. Snively conveyed that the county is entering into a new day working with two extension services, referring to the mutual agreement with 4-C Economic Development Authority and this commission to proceed with West Virginia State for an extension agent that will aid Nicholas County in the area of economic development. Where that has happened in other counties, it has caused some confusion and purpose for being here was to answer any questions the commission may have. The Commission basically had no questions and Commission Hinkle noted it was their desire that our citizenry will benefit from West Virginia State University no differently than that of West Virginia

University. Mr. Snively noted that West Virginia State is not bound by the same standards in the State Code as far as working with extension service committees as West Virginia University is, and that has caused some conflict and friction, and that it was their desire to avoid that. Mr. Snively believed that was the reasoning for Dr. Cody with WVU to suggest that Mrs. McNeil be involved with the search committee. Commissioner Hinkle noted he believed that would be one way of not getting along. He did note however, when our local advisory board meets that he personally invite Mrs. McNeil to attend a meeting or two. President Blankenship inquired that West Virginia State is in Fayette County and if West Virginia University experienced any problem with their program. Mr. Snively noted that they did work well with Fayette County.

Upon motion moved by Commissioner Hinkle and seconded by Commissioner O'Dell, with motion passing unanimously, the Commission approved the Memorandum of Understanding between West Virginia State University, 4-C Economic Development Authority and the Nicholas County Commission and Job Description of the Extension Agent for Community Development, and authorized Judy Radford, Executive Director of 4-C EDA to proceed.

Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission entered into an executive session, pursuant to West Virginia Code §6-9A-4.
Upon motion moved by Commissioner O'Dell and seconded by Commissioner Hinkle, with motion passing unanimously, the Commission entered back into regular session. President Blankenship noted that no action was taken while in executive session.

Documents attached:

- Resolution authorizing an Change of Scope on Visitor's Center Project
- Proclamation for Recycling
- Resolution (2) authorizing an application with the State of West Virginia, West Virginia County Records Management and Preservation Grants Program
- Order appointing David McMillion to the Nettie-Leivasy Public Service District
- Resolution Grant Contract for Carnifex Ferry Ruritan Club

Being no further business to come before the Commission, the Commission adjourned until November 16, 2005.

Tom Blankenship, President

Bill O'Dell, Commissioner

Spurgeon Hinkle, Commissioner

BOOK 41 PG 605

I, WANDA G. HENDRICKSON, do hereby certify that this is a true copy from the records.
Teste: WANDA G. HENDRICKSON, Clerk
Nicholas County Clerk
Date 12/1/07 By Clerk
By Deputy

BOOK 42PG 10

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS TO-WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office as a board member of the ***Nettie Leivasy Public Service District*** to the best of my skill and judgment SO HELP ME GOD.

Signature of Affiant

Subscribed and sworn to before me in said County and State this 18 day of Dec., 2005

Notary Public

My Commission Expires: Nov. 16, 2008

I, WANDA G. HENDRICKSON, do hereby certify that this is a true copy from the records.
Teste: WANDA G. HENDRICKSON, Clerk
Nicholas County Clerk
Date: 12/10/ By: Clerk
By: Deputy

BOOK 043PG 638

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS TO-WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office as a board member of the ***Nettie-Leivasy Public Service District*** to the best of my skill and judgment SO HELP ME GOD.

Signature of Affiant

Subscribed and sworn to before me in said County and State this 14th day of October 2009.

Notary Public

My Commission Expires: June 28, 2016

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
BETTY JO EVANS
430 DEERWELL RD.
NETTIE, WV 26681
My commission expires June 28, 2016

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS TO-WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office as a board member of the ***Nettie-Leivasy Public Service District*** to the best of my skill and judgment SO HELP ME GOD.

Signature of Affiant

Subscribed and sworn to before me in said County and State this 22nd day of October, 2007.

Notary Public

My Commission Expires: 11-4-08

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
BETTY GRIFFIN
615 APPALACHIAN DRIVE
SUMMERSVILLE, WV 26651
My Commission Expires November 4, 2008

RULES OF PROCEDURE

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: NETTIE-LEIVASY PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at the Water Treatment Plant located on Water Plant Road, Nettie, Nicholas County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Nettie-Leivasy Public Service District, and in the center "seal" as follows:

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by The County Commission of Nicholas County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the third 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 Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, 3 members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least 3 days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of such Public Service Board, and the date, time, place and purpose of all special meetings of such Public Service Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Public Service Board of the Public Service District at the front door or bulletin board of the Nicholas County Courthouse and at the front door or bulletin board of the place fixed for regular meetings of the Public Service Board of the date, time and place fixed and entered of record by the Public Service Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Public Service Board not less than 48 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Public Service Board at the front door or bulletin board of the Nicholas County Courthouse and at the front door or bulletin board of the place fixed for the regular meetings of the Public Service Board not less than 48 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual

election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 21st day of August, 2000.

SPILMAN THOMAS & BATTLE, PLLC
ATTORNEYS AT LAW

Direct Dial: 304.340.3867
Email: sriggs@spilmanlaw.com

September 3, 2009

RECEIVED
09 SEP -3 AM 10: 34
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

VIA HAND DELIVERY
Ms. Sandra Squire
Executive Secretary
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

Re: Case No. 09-1317-PWD-CN
Nettie-Leivasy Public Service District
Application for a certificate of convenience and necessity to upgrade the existing water system.

Dear Ms. Squire:

By Order issued August 11, 2009 in the above-referenced matter, Nettie-Leivasy Public Service District was ordered to publish a Notice of Filing once in a newspaper published and of general circulation in Nicholas County.

Enclosed for filing are an original and twelve copies of the affidavit of publication reflecting that the "Notice of Filing" was published in *The Nicholas Chronicle* on August 20, 2009.

Please do not hesitate to contact me if you have any questions concerning this filing.

Very truly yours,

Susan J. Riggs

Susan J. Riggs
(WV State Bar #5246)

SJR:rlm:1743553
Enclosures
cc: Wendy Braswell, Esquire (w/Enclosure-hand delivery)

The Nicholas Chronicle

Legal Notices

RECEIVED
09 SEP -3 AM 10: 34
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA, in the City of Charleston on the 11th day of August, 2009.

Case No. 09-1317-PWD-CN

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Application for a certificate of convenience and necessity to upgrade its existing water system.

AMENDED NOTICE OF FILING

On August 7, 2009, the Nettie-Leivasy Public Service District ("District"), Nicholas County, filed an application, duly verified, for a certificate to upgrade its existing water system. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

The District estimates that construction will cost approximately $4,673,000. It is proposed that the project will be financed by a Drinking Water Treatment Revolving Fund loan in the amount of $2,173,000 at a 0% interest rate with an administrative fee of 1%, for a term not to exceed 30 years, and a WV Infrastructure and Jobs Development Council loan in the amount of $2,500,000 at an interest rate not to exceed 0%, for a term not to exceed 40 years.

The District anticipates charging the following increased rates for its customers in order to fund the project:

PROPOSED RATES

APPLICABILITY

Applicable within the entire territory served

AVAILABILITY

Available for general domestic, commercial and industrial service

RATES (Customers with metered water supply)

First	4,000 gallons used per month	$9.76 per 1,000 gallons
Next	4,000 gallons used per month	$8.66 per 1,000 gallons
Next	7,000 gallons used per month	$7.48 per 1,000 gallons
Next	15,000 gallons used per month	$6.37 per 1,000 gallons
All Over	30,000 gallons used per month	$5.23 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts:

5/8 inch meter	$ 39.04 per month
3/4 inch meter	$ 58.56 per month
1 inch meter	$ 97.60 per month
1 – 1/4 inch meter	$ 142.49 per month
1 – 1/2 inch meter	$ 195.19 per month
2 inch meter	$ 312.30 per month
3 inch meter	$ 585.57 per month
4 inch meter	$ 975.95 per month
6 inch meter	$1,951.90 per month
8 inch meter	$3,123.04 per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent 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 up to a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

RECONNECTION FEE

$25.00

To be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

TAP FEE

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

A tap fee of $100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.

A tap fee of $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 system.

LEAK ADJUSTMENT

$0.55 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible water leakage on customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

MISCELLANEOUS CHARGES

$100.00 to move an existing water meter for the benefit of the customer at the customer's request.

$50.00 to raise or lower an existing meter for the benefit of the customer at the customer's request.

These rates, per month, based on average monthly usage of 4,000 gallons of water per month for Residential customers, 7,200 gallons of water per month for Commercial customers, and 9,100 gallons per month for Other customers, represent the following project-related increases:

	($) INCREASE	(%) INCREASE
Residential	$ 9.24	31%
Commercial	$15.80	31%
Industrial	N/A	N/A
Resale	N/A	N/A
Other	$19.39	31%

There are no resale customers of the District.

The proposed increased final rates and charges will produce approximately $177,423 annually in additional revenue from current revenues, an increase of 31%.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

Pursuant to W.Va. Code §24-2-11, IT IS ORDERED that Nettie-Leivasy Public Service District give notice of the filing of said application, by publishing a copy of this order once in a qualified newspaper as provided in W.Va. Code §59-3-1 et seq, published and of general circulation in Nicholas County, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, P. O. Box 812, Charleston, West Virginia 25323.

IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof.

FOR THE COMMISSION:
Sandra Squire
Executive Secretary

8/20 1t

The Nicholas Chronicle a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, news editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement - Spilman Thomas & Battle PLLC, 300 Kanawha Boulevard East, P.O. Box 273, Charleston, WV 25321-0273: PUBLIC SERVICE COMMISSION - NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AMENDED NOTICE OF FILING appeared in said newspaper for 1 week, on the 20th day of August, 2009.

Given under my hand this 27th day of August, 2009.

By Raymond W. Corbin, News Editor

Fee for publication:

1,914 words @ $.12 per word; for a total cost of $229.68.

The foregoing instrument was acknowledged before me this 27th day of August, 2009.

Matthew R. Yeager

Notary Public

My commission expires July 7, 2018.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MATTHEW R. YEAGER
THE NICHOLAS CHRONICLE
718 BROAD STREET
SUMMERSVILLE, WV 26651
My commission expires July 7, 2018

NETTIE LEIVASY PSD
125 CEDAR ROAD
PO BOX 88
NETTIE WV 26681
304-846-9589 OFFICE
304-846-4420 FAX

FEBRUARY 16TH 2010

The Nettie Leivasy Public Service District held its' monthly meeting on Monday January 18, 2010 at 7:30 PM at the Nettie Fire Department. Present for the meeting were board members David McMillion, Rob Meadows and William Fox. Also present were Office Manager Lisa Amick, Emily Butcher, Plant Manager Russell Hatfield, Operational Supervisor Lane Robinson, Fred Hypes of Dunn Engineering, and Alice King from Region IV Development.

The WV Public Service Commission held a public hearing in Summersville concerning the PSD purchasing water from the City of Summersville. Legal briefs have been filed and the PSC judge should reach a decision by February 12, 2010. Fred Hypes will contact the City of Summersville's engineer to proceed with plans to cross the Gauley river to provide the customers of Canvas with water.

Chairman McMillion met with the Board of Directors of the Wilderness PSD to discuss boundaries of the Carl/Green Valley project on Thursday January 21st. Mr. Hypes advised the Board that our project plans are going to the WV State Health Dept. for their approval.

Minutes of the December meeting were read.

William Fox made a motion that we give $1000 earnest money for the purchase of property in Nettie for our future office building. This was seconded by Rob Meadows and Chairman McMillion will contact our attorney to draw up all necessary paperwork.

Plant operator Jerry Wright has failed to come to work since December 17, 2009. The board agreed to terminate his employment and asked Russell Hatfield to start looking for a replacement operator.

Elections were held for officers for the 2010 year. Mr. McMillion will remain as Chairman, Mr. Meadows will remain as Treasurer, and Mr. Fox will remain as Secretary.

NETTIE LEIVASY PSD
125 CEDAR ROAD
PO BOX 88
NETTIE WV 26681
304-846-9589 OFFICE
304-846-4420 FAX

The board reviewed the paid holidays for 2010.

Mr. Hatfield gave his monthly report.

Pumped	**8,478,000 gallons**
Average	**273,484 per day**
Hours	**598.4 total or 19.3 per day**
Backwashed	**30 times**
NTU's	**100%**
Water loss	**11.3%**

Meeting adjourned at 9:30 PM

David McMillion, Chairman — **Date** 2/16/10

Robert Meadows, Treasurer — **Date** 2-16-10

William Fox, Secretary — **Date** 2/16/10

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

EXCERPT OF MINUTES ON ADOPTION OF BOND RESOLUTION, SUPPLEMENTAL RESOLUTION, SWEEP RESOLUTION AND DRAW RESOLUTION

The undersigned SECRETARY of Nettie-Leivasy 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 District:

*** *** ***

Nettie-Leivasy Public Service District met in special session, pursuant to notice duly posted, on the 22nd day of February, 2011, in Nettie, West Virginia, at the hour of 7:30 p.m.

PRESENT: David McMillion, Chairman
Robert Meadows
William Fox, Secretary
Lisa Amick
Alice King, Region IV
Fred Hypes, Dunn Engineers
Richard Lewis, Steptoe & Johnson

David McMillion, Chairman, presided, and William Fox, 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 PAYMENT OF THE WATERWORKS DESIGN BOND ANTICIPATION NOTES, SERIES 2008 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN

$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $3,073,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by David McMillion and seconded by Robert Meadows, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

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

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND WATER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA DWTRF PROGRAM), OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING AND APPROVING 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, on motion duly made by David McMillion and seconded by Robert Meadows, it was unanimously ordered that the said Supplemental Bond Resolution be adopted and be in full force and effect on and from the date hereof.

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 David McMillion and seconded by Robert Meadows, it was

unanimously ordered that the said Sweep Resolution be adopted.

Next, the Chairman presented a proposed Final Draw Resolution for the approval of invoices to be paid from the BB&T design loan. Thereupon, on motion duly made by David McMillion and seconded by Robert Meadows, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Chairman presented a proposed First Draw Resolution for the approval of invoices from the construction loans. Thereupon, on motion duly made by David McMillion and seconded by Robert Meadows, it was unanimously ordered that the said Draw 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 Nettie-Leivasy 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 2nd day of March, 2011.

Secretary

02.10.11
657680.00001

5684842

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 2-Mar-11

ISSUE: Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)

ADDRESS: P.O. Box 88, Nettie, West Virginia 26681 COUNTY: Nicholas

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 2-Mar-11
CLOSING DATE: 2-Mar-11
ISSUE AMOUNT: $2,000,000
RATE: 0%
1ST DEBT SERVICE DUE: 1-Dec-12
1ST PRINCIPAL DUE 1-Dec-12
1ST DEBT SERVICE AMOUNT $12,988
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: United Bank, Inc.
Contact: Ruby Blake
Phone: (304) 872-5434

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: David McMillion
Position: Chair
Phone: 304.846.9589

OTHER:
Agency: West Virginia Infrastructure Fund
Contact: Jim Ellars, P.E.
Position: Executive Director
Phone: 304.558.2981

DEPOSITS TO MBC AT CLOSE
By: ____ Wire ____ Accrued Interest: $
____ Check ____ Capitalized Interest: $
____ Reserve Account: $
____ Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ To Escrow Trustee $
____ Check ____ To Issuer $
____ IGT ____ To Cons. Invest. Fun $
____ To Other: ____ $

NOTES: Series 2011 A Bonds Reserve Account to be funded over 10 years.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 2-Mar-11

ISSUE: Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program)

ADDRESS: P.O. Box 88, Nettie, West Virginia 26681 COUNTY: Nicholas

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 2-Mar-11
CLOSING DATE: 2-Mar-11
ISSUE AMOUNT: $3,073,000
RATE: 0% 1% Admin Fee
1ST DEBT SERVICE DUE: 1-Dec-12
1ST PRINCIPAL DUE 1-Dec-12
1ST DEBT SERVICE AMOUNT $25,609
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: United Bank, Inc.
Contact: Ruby Blake
Phone: (304) 872-5434

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: David McMillion
Position: Chair
Phone: 304.846.9589

OTHER:
Agency: West Virginia DWTRF Program
Contact: Robert DeCrease, P.E.
Position: Manager
Phone: 304.558.2981

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: Series 2011 B Bonds Reserve Account to be funded over 10 years.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

26B

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

United Bank Inc., Summersville, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Nettie-Leivasy Public Service District (the "Issuer") adopted by the Issuer on February 22, 2011, and a Supplemental Resolution adopted by the Issuer on February 22, 2011 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), both dated March 2, 2011, issued in the respective original aggregate principal amounts of $2,000,000 and $3,073,000 (collectively, 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 2nd day of March, 2011.

UNITED BANK, INC.

By: _____
Its: Authorized Officer
Donald F. Mock III
Market President
South Market

657680.00001

CH5196933

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Nettie-Leivasy Public Service District Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), both dated March 2, 2011, issued in the respective original aggregate principal amounts of $2,000,000 and $3,073,000 (collectively, 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 2nd day of March, 2011.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

02.07.11
657680.00001

CH5196934

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Resolution and Registrar's Agreement providing for the above-captioned Bonds of Nettie-Leivasy Public Service District (the "Issuer"), hereby certifies that on the date hereof (i) the single, fully registered Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, dated March 2, 2011, in the principal amount of $2,000,000, numbered AR-1, was registered as to principal only and (ii) the single fully registered Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program) of the Issuer, dated March 2, 2011, in the principal amount of $3,073,000, 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 2nd day of March, 2011.

THE HUNTINGTON NATIONAL BANK

Authorized Officer

02.07.11
657680.00001

CH5193497

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 2nd day of March, 2011, by and between NETTIE-LEIVASY 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 $2,000,000 Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), and $3,073,000 Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), both dated March 2, 2011, in fully registered form (collectively, the "Bonds"), pursuant to a Bond Resolution of the Issuer duly adopted February 22, 2011, and a Supplemental Resolution of the Issuer duly adopted February 22, 2011 (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 exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Nettie-Leivasy Public Service District
Post Office Box 88
Nettie, West Virginia 26681
Attention: Chairman

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Registrar shall carry out applicable

requirements of 40 CRF part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Registrar to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legal available remedies.

9. The Registrar is hereby requested and authorized to authenticate, register and deliver the Bonds in accordance with the Bond Legislation.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

02.09.11
657680.00001

CH5193510

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(Please see the attached)

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date March 2, 2011

Nettie-Leivasy Public Service District
Account Number 6089001809

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR March, 2011

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date March 2, 2011

Nettie-Leivasy Public Service District
Account Number 6089001809

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 B
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR March, 2011

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

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

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: March 2, 2011

Re: Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program)

---

1. DISBURSEMENTS TO NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

A.

Payor:	West Virginia Infrastructure and Jobs Development Council
Source:	Series 2011 A Bonds Proceeds
Amount:	$60,279.44
Form:	Wire Transfer
Payee:	Nettie-Leivasy Public Service District
Bank:	United Bank, Inc. 2004 West Webster Road, Summersville, West Virginia 26651
Routing #:	051900395
Account #:	007082-2432
Contact:	Ruby Blake (304) 872-5434
Account:	Series 2011 Bonds Construction Trust Fund

B.

Payor:	West Virginia Bureau for Public Health
Source:	Series 2011 B Bonds Proceeds
Amount:	$76,825
Form:	Wire Transfer
Payee:	Nettie-Leivasy Public Service District
Bank:	United Bank, Inc. 2004 West Webster Road, Summersville, West Virginia 26651
Routing #:	051900395
Account #:	007082-2432
Contact:	Ruby Blake (304) 872-5434
Account:	Series 2011 Bonds Construction Trust Fund

West Virginia • Ohio • Kentucky
TERRALEX The Worldwide Network of Independent Law Firms

2. DISBURSEMENTS TO BRANCH BANKING AND TRUST COMPANY

Payor:	West Virginia Infrastructure and Jobs Development Council
Source:	Series 2011 A Bonds Proceeds
Amount:	$451,923.25
Form:	Wire Transfer
Payee:	Nettie-Leivasy Public Service District
Bank:	Branch Banking and Trust Company BB&T Governmental Finance 223 West Nash Street Wilson, North Carolina 27893
Routing #:	053101121
Account:	5214994315
Purpose:	Contract #: 003-1405197-001 Payment of Prior Notes

2006W-916A

RESOLUTION OF THE NETTIE-LEIVASY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO SERVICES FOR THE WATER SYSTEM IMPROVEMENT PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Nettie-Leivasy Public Service District, has reviewed the invoices attached hereto and incorporated herein by reference relation to the Project funded by the West Virginia Infrastructure & Jobs Development Council (IJDC) and the Drinking Water Treatment Revolving Fund ("DWTRF") 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 Nettie-Leivasy Public Service District by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC Loan	DWTRF Loan
Steptoe & Johnson	25,000.00	0.00	25,000.00
Huntington Bank (Registrar)	1,000.00	0.00	1,000.00
BB&T (Design Loan Payoff)	451,923.25	451,923.25	0.00
Dunn Engineers	20,000.00	20,000.00	0.00
PSD Reimbursements	17,613.89	17,613.89	0.00
Spilman, Thomas & Battle	22,665.55	22,665.55	0.00
Future Construction*	50,825.00	0.00	50,825.00
Total	589,027.69	512,202.69	76,825.00

**DWTRF First draw must be at least 2.5% of loan amount or $76,825.00*

ADOPTED BY the Nettie-Leivasy Public Service District, at the meeting held on the 22nd day of February, 2011

Nettie-Leivasy Public Service District

By: _____

Its: Chairman

United States Department of Agriculture
Rural Development
West Virginia State Office

March 2, 2011

Nettie-Leivasy Public Service District
Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, Series 2011 B
(West Virginia DWTRF Program)

CONSENT TO ISSUANCE OF PARITY BONDS

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the entire outstanding aggregate principal amounts of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the original aggregate principal amount not to exceed $2,000,000 and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program), in the original aggregate principal amount not to exceed $3,073,000 (collectively, the "Series 2011 Bonds"), by Nettie-Leivasy Public Service District (the "Issuer"), under the terms of the bond resolution authorizing the issuance of the Series 2011 Bonds (the "Resolution"), on a parity as to liens, pledge and source of and security for payment, and in all respects, with the Issuer's outstanding Water Revenue Bonds, Series 1976, (United States Department of Agriculture) dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Prior Bonds"), (ii) waives 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 2011 Bonds or the Resolution, and (iii) consents to any amendments made to the Prior Resolutions or the Prior Bonds by the Resolution.

State Director

1550 Earl Core Road • Suite 101 • Morgantown, WV 26505
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.

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

PWSID: WV3303403

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL & WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
Telephone (304) 558-2981

PERMIT

PROJECT: (Water) Water Treatment Plant Upgrade **PERMIT NO.:** 18,457

LOCATION: Nettie **County:** Nicholas **DATE:** 11-30-2009

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Nettie-Leivasy Public Service District
P. O. Box 88
Nettie, West Virginia 26681

is hereby granted approval to: upgrade the existing 200 GPM Nettie-Leivasy PSD water treatment plant to a 350 GPM plant. Major improvements will consist of a 350 GPM duplex submersible raw water intake pump station with grit removal; a 350 GPM duplex raw water high lift pump station; approximately 2,265 LF of raw water line; a static rapid mixer; a second 55,000 gallon spiral/vertical baffled sedimentation basin; the addition of over/under baffles in the sedimentation basins for flocculation; a new 100 SF high rate mix media filter with air wash to be used with the existing two (2) 20 SF filters; two (2) 350 GPM filter to clearwell transfer pumps; a new 39 ft. diameter by 42 ft. high baffled clearwell/storage tank; two (2) 350 GPM high service pumps; a 30 ft. X 120 ft. sludge settling/holding pond; a 12 ft. diameter by 102 ft. high water storage tank; chemical feed equipment for Delpac, soda ash, carbon and chlorine gas; emergency generator; and all necessary piping, valves, meters, gages, controls and appurtenances. The existing lab/filter building will be expanded to accommodate the new filter and office. The existing Leivasy water storage tank will be repainted.

The Environmental Engineering Division of the **OEHS-Beckley District Office, (304) 256-6666**, 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:cls

pc: Dunn Engineers, Inc.
James W. Ellars, P.E., PSC
Amy Swann, PSC
Nicholas County Health Department
OEHS-EED Beckley District Office

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, series 2011 B
(West Virginia DWTRF Program)

RECEIPT AND RELEASE

The undersigned duly authorized representative of the BRANCH BANKING AND TRUST COMPANY (the "Bank"), the holder of Nettie-Leivasy Public Service District Waterworks Design Bond Anticipation Notes, Series 2008, dated April 14, 2008 in the original aggregate principal amount of $450,000 (the "Prior Notes"), hereby certifies that on the date hereof, he received on behalf of the Bank from Nettie-Leivasy Public Service District (the "Issuer") the sum of $451,923.25 and that such sum is sufficient to pay in full the entire outstanding principal of and all interest accrued on the Prior Notes to the date hereof and to discharges all liens, pledges and encumbrances securing the Prior Notes.

Dated this 2nd day of March, 2011.

BRANCH BANKING AND TRUST COMPANY

By: Russell R. Oakes Jr.
Its: Authorized Officer

02.09.11
657680.00001

CH5199141

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bill Bailey Insurance Agency
701 Highland Avenue
P. O. Box 246
Williamstown, WV 26187

CONTACT NAME: Renee Shotwell
PHONE (A/C, No, Ext): 304.375.4900 FAX (A/C, No): 304.375.2162
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00003739

INSURED
Nettie Leivasy PSD
P.O. Box 88
Nettie, WV 26681

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Alternative Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES — CERTIFICATE NUMBER: WV Water Development — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PF6052373	10/01/2010	10/01/2011	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder listed below is named as Additional Insured

CERTIFICATE HOLDER

WV Water Development Authority
180 Association Drive
Charleston, WV 25311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WEST VIRGINIA
Water Development Authority
Celebrating 36 Years of Service 1974 - 2010

March 2, 2011

Nettie-Leivasy Public Service District

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Water Revenue Bonds, series 2011 B
(West Virginia DWTRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Teed & Associates, the independent certified public accountants and an opinion of Steptoe & Johnson PLLC, bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative for the West Virginia Water Development Authority, the registered owner of the entire outstanding aggregate principal amount of the Prior Bonds, hereinafter defined and described, of Nettie-Leivasy Service District (the "Issuer"), hereby consents to the issuance of the Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) in the original aggregate principal amount of $2,000,000 and Water Revenue Bonds, Series 2011 B (West Virginia DWTRF Program) in the original aggregate principal amount of $3,073,000 (collectively, the "Bonds"), by the Issuer, under the terms of the resolution authorizing the Bonds, on a parity, with respect to liens, pledge and source of and security for payment with the Issuer's Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), dated August 29, 2000, issued in the original aggregate principal amount of $386,000 (the "Series 2000 Bonds" or the "Prior Bonds").

Carol A. Cummings
Authorized Representative

02.08.11
657680.00001

180 Association Drive, Charleston, WV 25311-1217
Phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org

SWEEP RESOLUTION

WHEREAS, Nettie-Leivasy Public Service District (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, shall be made to the MBC by electronic transfer by the State Treasurer form the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) Chairman and Secretary are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 22nd day of February, 2011.

Chairman

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $278,000 WATER REVENUE BOND, SERIES 1976, OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT TO FINANCE CONSTRUCTION OF ADDITIONS TO ITS EXISTING WATERWORKS; 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 FOR A STATUTORY MORTGAGE LIEN UPON THE SYSTEM IN FAVOR 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 NETTIE-LEIVASY 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 Article 13A, Chapter 16 of the West Virginia Code and other applicable provisions of law. Nettie-Leivasy Public Service District (herein called the "District") is a public service district created pursuant to said Article 13A by the County Commission of Nicholas County.

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

(A) The District now has a public waterworks system.

(B) It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the District, and, accordingly, it is hereby ordered, that there be constructed additions, extensions and improvements to the waterworks system of the District consisting of transmission and distribution mains, three pressure reducing stations and a new 100,000 gallon storage tank, with all necessary appurtenant facilities (herein called 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 of the District (herein called the "Board").

(C) It is necessary for the District to issue its revenue bond in the principal amount of $278,000 to finance the cost of such construction in the manner hereinafter provided.

(D) The estimated maximum cost of the construction of the Project is $738,000, of which $278,000 will be obtained from the proceeds of sale of the Series 1976 Bond herein authorized and $450,000 will be obtained from a grant by the United States Department of Housing and Urban Development.

(E) The cost of such construction shall be deemed to include, without being limited to, the construction or acquisition of the Project, the acquisition of any necessary property, real or personal, or interest therein; interest on the Series 1976 Bond prior to, during and for six months after completion of such construction to the extent that revenues of the System 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 construction of the Project and the financing authorized by this resolution.

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

(G) There are outstanding obligations of the District which will rank on a parity with the Series 1976 Bond as to lien and source of and security for payment, as follows:

The outstanding Waterworks Revenue Bond of 1971, Series A, No. AR-1, of the District, dated the first day of January, 1971, in the principal amount of $331,000 (the "Bond No. AR-1"), authorized by a resolution of the Board adopted on September 1, 1971 (the "1971 Resolution").

The outstanding Waterworks Revenue Bond of 1971, Series B, No. BR-1, of the District, also dated the first day of January, 1971, in the principal amount of $59,000 (the "Bond No. BR-1"), also authorized by the 1971 Resolution.

(H) The aggregate principal amount outstanding of Bonds Nos. AR-1 and BR-1 is held by Economic Development Administration of the United States Department of Commerce, which shall have consented to the issuance of the Series 1976 Bond as herein authorized, prior to delivery thereof. The Government is expected by the Board to purchase the entire principal amount of the Series 1976 Bond.

(I) The District has complied with all requirements of West Virginia law relating to authorization of the construction, acquisition and operation of the Project and issuance of the Series 1976 Bond, or will have so complied prior to issuance of the Series 1976 Bond including, among other things, the consent and approval, pursuant to the Act, of the issuance of the Series 1976 Bond by the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired.

Section 1.03. Resolutions to Constitute Contract. In consideration of the acceptance of the Series 1976 Bond by the Government, this Resolution and the 1971 Resolution shall be deemed to be and shall constitute a contract between the District and the holders of the Bonds, and the covenants and agreements set forth in such Resolutions to be performed by the District shall be for the benefit, protection and security of each holder of the Bonds.

Section 1.04. Definitions. The following terms shall have the following meanings in this resolution unless the text otherwise expressly requires:

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

"Board" means the Public Service Board of the District, the governing body of the District under the Act.

"Bonds" means collectively the $278,000 Water Revenue Bond, Series 1976, originally authorized to be issued pursuant to this Resolution and Bonds Nos. AR-1 and BR-1.

"Bond Fund" means collectively the Sinking Fund established by the 1971 Resolution and the National Finance Office named in the Series 1976 Bond.

"Bond No. AR-1" means the Bond No. AR-1 defined above.

"Bond No. BR-1" means the Bond No. BR-1 defined above.

"Series 1976 Bond" means the Bond hereby authorized to be issued.

"Chairman" means the Chairman of the Board.

"Consulting Engineer" means J. H. Milam, Inc., Dunbar, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the District as Consulting Engineer for the System.

"District" means Nettie-Leivasy Public Service District, of Nicholas County, West Virginia, and, where appropriate, also means the Public Service Board thereof.

"Established by the 1971 Resolution" means also "and continued by this Resolution" unless expressly otherwise provided.

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

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Government" means United States Department of Agriculture, Farmers Home Administration and any successor thereof.

"Herein" means in this Resolution.

"Holder of the Bond" or "Bondholder" or any similar term means any person who shall be the bearer or owner of any outstanding Bond registered to bearer or not registered, or the registered owner of any outstanding Bond which shall at the time be registered other than to the bearer.

"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 District 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 practices, and retention of a sum not to exceed one-sixth of the budgeted operating expenses stated above for the current year as working capital, and language herein requiring payment of operating expenses means also retention of not to exceed such sum as working capital.

"Original Purchaser" means the purchaser, directly from the District, of the Series 1976 Bond or of any part of such series.

"Project" shall have the meaning stated in Section 1.02(B) above.

"Revenues" or "gross revenues" means all rates, rents, fees, charges or other income received by the District, or accrued to the District, 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 Board.

"System" means the complete waterworks system of the District as extended and improved by the Project, including all water facilities owned by the District and all facilities and other property of every nature, real

or personal, now or hereafter owned, held or used in connection with the System; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the System after completion of the Project.

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. 1971 Resolution Applies. Except as otherwise herein provided, all provisions of the 1971 Resolution shall apply to the Series 1976 Bond, and this Resolution is supplemental to and amendatory of the 1971 Resolution. This Resolution and the 1971 Resolution are to be read together.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF SERIES 1976 BOND

Section 2.01. Authorization of Series 1976 Bond. Subject and pursuant to the provisions of this Resolution, the Bond of the District, to be known as "Water Revenue Bond, Series 1976", is hereby authorized to be issued in the aggregate principal amount of not exceeding Two Hundred Seventy-Eight Thousand Dollars ($278,000) for the purpose of financing the cost of the construction and acquisition of the Project.

Section 2.02. Description of Series 1976 Bond. The Series 1976 Bond shall be issued in single form, No. 1, and shall be dated on the date of delivery. The Series 1976 Bond shall bear interest from date, payable monthly at the rate of five per centum (5%) per annum, and shall be sold for the par value thereof.

The Series 1976 Bond shall be subject to prepayment of scheduled installments, or any portion thereof, at the option of the District, and shall be payable as provided in the bond form hereinafter set forth.

Section 2.03. Execution of Series 1976 Bond. The Series 1976 Bond shall be executed in the name of the District by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. The Series 1976 Bond may be signed and sealed on behalf of the District by such person as a. the actual time of the execution of such Series 1976 Bond shall hold the proper office on the Board, although at the date of such Series 1976 Bond such person may not have held such office or may not have been so authorized.

Section 2.04. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 1976 Bond shall become mutilated or be destroyed, stolen or lost, the District may in its discretion issue and deliver a new Series 1976 Bond of like tenor as the Series 1976 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 1976

Bond or in lieu of and substitution for the Series 1976 Bond destroyed, stolen or lost, and upon the holder's furnishing the District proof of his ownership thereof and complying with such other reasonable regulations and conditions as the District may require. The Series 1976 Bond so surrendered shall be canceled and held for the account of the District. If the Series 1976 Bond shall have matured or be about to mature, instead of issuing a substitute Series 1976 Bond the District may pay the same, and, if such Series 1976 Bond be destroyed, stolen or lost, without surrender thereof.

Section 2.05. Bond Secured by Pledge of Revenues. The payment of the debt service of the Series 1976 Bond shall be secured forthwith equally and ratably, and on a parity in all respects with Bonds Nos. AR-1 and BR-1, by a first lien on the net revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. The net revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bonds, and to make the payments into the Bond Fund and otherwise as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 1976 Bond as the same become due and on a parity with payments of principal of and interest on Bonds Nos. AR-1 and BR-1.

Section 2.06. Form of Series 1976 Bond. Subject to the provisions of this Resolution, the text of the Series 1976 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 by this Resolution or any subsequent resolution adopted prior to the issuance thereof:

(Form of Bond)

WATER REVENUE BOND, SERIES 1976

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

$278,000.

No. 1 Date: _____

FOR VALUE RECEIVED, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), at its 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-Eight Thousand Dollars ($278,000), plus interest on the unpaid principal balance at the rate of five per cent (5%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Installments of interest only on the first day of each month for the first twenty-four months after the date hereof and $1,363, covering principal and interest, thereafter on the first day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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 construction and acquisition of additions, extensions and improvements to the waterworks of the Borrower, is payable solely from the revenues to be derived from the operation of such waterworks after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the waterworks. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

This Bond is on a parity with the Waterworks Revenue Bonds of 1971, Series A and Series B, of the Borrower issued in the aggregate principal amount of $390,000, dated the first day of January, 1971, pursuant to a resolution of the Borrower adopted September 1, 1971. Consent of the holder of the said Series A and Series B Bonds has been given for the issuance of this Bond on a parity with said Series A and Series B Bonds.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 13A of Chapter 16 of the West Virginia Code (herein called the "Act").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home 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.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

ATTEST:

Chairman, Public Service Board
(Title of Executive Official)

(Post Office Box No. or Street Address)

Nettie, West Virginia 26681
(City, State and Zip Code)

(Signature of Attesting Official)

Secretary, Public Service Board
(Title of Attesting Official)

RECORD OF ADVANCES

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

TOTAL _____

Pay to the Order of _____

_____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

_____
(Title)

ARTICLE III

SERIES 1976 BOND PROCEEDS; REVENUES AND APPLICATION THEREOF

Section 3.01. Series 1976 Bond Proceeds: Project Construction Account. All moneys received from the sale of the Series 1976 Bond shall be deposited on receipt by the District in Peoples Bank of Richwood, Richwood, West Virginia, a member of Federal Deposit Insurance Corporation (herein called "FDIC"), in a special account hereby created and designated as "Nettie-Leivasy Public Service District Construction Account" (herein called the "Project Construction Account"). The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by such bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the District solely for the purposes provided in this Resolution.

Until completion of construction of the Project, the District will transfer from the Project Construction Account and pay to the National Finance Office named in the Series 1976 Bond, monthly, such sums as shall be from time to time required to pay the installments of interest becoming due on the Series 1976 Bond if moneys in the Revenue Fund to make such payments are insufficient for such purpose.

If the District shall determine at any time that all funds on deposit in the Project Construction Account exceed the estimated disbursements on account of the Project for the ensuing 90 days, the District may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, which shall mature not later than eighteen months after the date of such investment. All such investments and the income therefrom shall be carried to the credit of the Project Construction Account.

When construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made,

any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Government.

Section 3.02. Covenants of the District as to Revenues and Funds. So long as any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Account, and the Bond Reserve an aggregate sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of all the Bonds remaining unpaid, together with interest accrued and to accrue thereon, the District further covenants with the holders of the 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 District in a special fund in a bank or trust company in the State of West Virginia which is a member of FDIC, which Fund, known as the "Revenue Fund" was established by the 1971 Resolution with said Bank. The Revenue Fund shall constitute a trust fund for the purposes provided in this Resolution and shall be kept separate and distinct from all other funds of the District and used only for the purposes and in the manner provided in this Resolution.

(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 District shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(2) The District shall next, by the fifteenth day of each month, transfer from the Revenue Fund and pay to the National Finance Office designated in the Series 1976 Bond and into the Sinking Fund established by the 1971 Resolution the amounts required to pay the interest on the Series 1976 Bond and Bonds Nos. AR-1 and BR-1, respectively, and to amortize the principal of the Series 1976 Bond and Bonds Nos. AR-1 and BR-1 over the respective lives of the Bond issues.

(3) The District shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit into the Reserve Account hereto-

fore by the 1971 Resolution established with the State Sinking Fund Commission of West Virginia and into the Bond Reserve now hereby established with the aforesaid Bank, 75% of the moneys remaining in the Revenue Fund and not permitted to be retained therein until the aggregate amount in the Reserve Account and the Bond Reserve equals the maximum aggregate amount of interest and principal which will fall due on the Bonds outstanding, such amount being herein called the "Minimum Reserve". Such deposits shall be made into the Reserve Account and the Bond Reserve in amounts proportionate to the original principal amounts of the respective Bonds. After the Minimum Reserve has been accumulated in the aggregate in the Reserve Account and the Bond Reserve, the District shall monthly deposit into the Reserve Account and the Bond Reserve such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bonds and for payments of operating expenses of the System, as shall be required to maintain the Minimum Reserve. Moneys in the Reserve Account and the Bond Reserve shall be used solely to make up any deficiency for monthly payments of the principal of and interest on Bonds Nos. AR-1 and BR-1 and the Series 1976 Bond into the Sinking Fund and to said National Finance Office, respectively, as the same shall become due on an equal pro rata basis and on a parity with each other or for prepayment of installments, pro rata on the Bonds, or for mandatory redemption or prepayment of the Bonds as hereinafter provided, and for no other purpose.

(4) The District shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit in the Replacement Reserve established by the 1971 Resolution with the State Sinking Fund Commission the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Replacement Reserve the aggregate sum of $135,000 and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Replacement Reserve shall be used first to make up any deficiencies for monthly payments of principal

of and interest on the Bonds as the same become due, and next to restore to the Reserve Account and the Bond Reserve, on an equal pro rata basis, any sum or sums transferred therefrom. Thereafter, and provided that payments into the Reserve Account and the Bond Reserve are current and in accordance with the foregoing provisions, moneys in the Replacement Reserve may be withdrawn by the District and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

(5) 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 Bonds outstanding, pro rata, or for any lawful purpose.

Whenever the moneys in the Reserve Account and the Bond Reserve shall be sufficient to prepay the Bonds outstanding, it shall be the mandatory duty of the District, anything to the contrary in this Resolution notwithstanding, to direct the State Sinking Fund Commission and said Bank to prepay the Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The aforesaid Bank (and any successor appointed by the District) is hereby designated as the Fiscal Agent for the administration of the Bond Reserve and all amounts required therefor will be deposited by the District upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into the Bond Reserve.

All the funds provided for in this Section shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the holders of the Bonds shall have a lien thereon for further securing payment of the Bonds and the interest thereon. The aforesaid Bank shall not be a trustee as to the Revenue Fund and the Bond Reserve. The moneys in excess of the sum insured by FDIC in

funds held by said Bank shall at all times be secured, to the full extent thereof in excess of such insured sum, in a manner lawful for securing deposits of State and municipal funds under the laws of the State of West Virginia.

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 Fiscal Agent shall keep the moneys in the Bond Reserve invested and reinvested to the fullest extent practicable in direct obligations of, or obligations the payment of the principal of and interest on which are guaranteed by, the United States of America and having maturities not exceeding two years. Earnings upon moneys in the Bond Reserve, so long as the Minimum Reserve is on deposit and maintained in the Reserve Account and the Bond Reserve, shall be paid annually in January into the Revenue Fund by the Fiscal Agent.

(C) Change of Fiscal Agent. The District may designate another bank insured by FDIC as Fiscal Agent if the aforesaid Bank should cease for any reason to serve or if the Board determines by resolution that said Bank or its successor should no longer serve as Fiscal Agent. Upon any such change, the Board will cause notice of the change to be sent by registered or certified mail to the Government.

(D) Additional User Contracts. The District shall, prior to delivery of the Series 1976 Bond (1) obtain user agreements from not less than 181 new users, and shall collect and deposit in the Project Construction Account not less than $9,050, based on a tap fee of $50.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. General Statement. So long as the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Account and the Bond Reserve an aggregate sum sufficient to prepay the entire principal of the 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 District and the Government.

Section 4.02. Rates. The District 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 125% of the average annual debt service on the Bonds outstanding and to make the payments required herein into the Reserve Account, the Bond Reserve and the Replacement 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 4.03. Sale of the System. The System will not be sold without the prior written consent of the holders of the Bonds so long as the Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 4.04. Issuance of Additional Parity Bonds. No additional parity Bonds payable out of the revenues of the System shall be issued after the issuance of the Bond pursuant to this Resolution except with the prior written consent of the holders of the Bonds.

Section 4.05. Insurance and Bonds. The District hereby covenants and agrees that, so long as the Bonds remain outstanding, it will,

as an expense of operation and maintenance of the System, procure, carry and maintain 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, on all above-ground structures of the System in an amount equal to the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the District will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The District will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the District during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than $100,000 for one person and $300,000 for more than one person injured or killed in one accident to protect the District from claims for bodily injury and/or death, and not less than $100,000 from claims for damage to property of others which may arise from the District's operation of the System, such insurance to be procured at the commencement of construction of the Project.

(c) Vehicular Public Liability Insurance, in the event the District owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the District is operated for the benefit of the District, with limits of not less than $100,000 for one person and $300,000 for more than one person injured or killed in one accident to protect the District from claims for bodily injury and/or death, and not less than $100,000 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.

(d) Workmen's 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 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, Chapter 38, Article 2, Section 39.

(e) Fidelity Bonds will be provided as to every member of the Board and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the District 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 $10,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned.

(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 Bonds are outstanding, the District will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the District, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Government may specify, with insurance carriers or bonding companies acceptable to the Government.

Section 4.06. Statutory Mortgage. For the further protection of the holder of the Series 1976 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 1976 Bond and shall be on a parity with such lien in favor of Bonds Nos. AR-1 and BR-1.

Section 4.07. 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 into the Bond Fund at the dates specified for payment thereof;

(B) Failure duly and punctually to observe or perform any of

the covenants, conditions and agreements on the part of the District contained in the Bonds or in this resolution or the 1971 Resolution, or violation of or failure to observe any provision of any pertinent law, provided any such failure or violation, excluding that covered in (A) above in this Section, shall continue for a period of thirty days after written notice shall have been given to the District by the Government specifying such failure or violation and requiring the same to be remedied.

Section 4.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, any of the Bondholders may proceed to protect and enforce the rights of all Bondholders 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 any of the Bondholders, such court may, upon proof of such default, appoint a receiver for the affairs of the District and the System. The receiver so appointed shall administer the System on behalf of the District, shall exercise all the rights and powers of the District with respect to its 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 4.09. Fiscal Year; Budget. While the 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 thirty days prior to the beginning of each fiscal year, the District 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 Board. Copies of each Annual Budget shall be delivered to the Government by the beginning of each fiscal year.

If for any reason the District shall not have adopted the Annual Budget before the first 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 year next preceding by more than ten per centum; 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 District. Each such Budget of Current Expenses shall be mailed immediately to the Government.

Section 4.10. Compensation of Board Members. The District hereby covenants and agrees that no compensation for policy direction shall be paid to the members of its Board in excess of the amount permitted by the Act. Payment of any compensation to any member of the Board 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 of this resolution.

Section 4.11. Covenant to Proceed and Complete. The District hereby covenants to proceed as promptly as possible with the construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer and on file with the Secretary of the Board on the date of adoption of this resolution, subject to permitted changes.

Section 4.12. Books and Records. The District will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the System, and the

Government shall have the right at all reasonable times to inspect the System and all records, accounts and data of the District relating thereto.

The District 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 Government.

Section 4.13. Maintenance of System. The District 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 Bonds are outstanding.

Section 4.14. No Competition. The District 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 District or within the territory served by the System.

Section 4.15. Concerning Arbitrage. It is not reasonably expected that the proceeds of sale of the Series 1976 Bond will be invested in such a way as to violate the operating rules in the regulations of the Internal Revenue Service or of the Treasury Department of the United States of America in connection with the arbitrage provisions of Section 103(d) of the Internal Revenue Code of 1954, as amended.

ARTICLE V

RATES, ETC.

Section 5.01. Initial Schedule of Rates and Charges: Rules.

A. The schedule of rates and charges for the services and facilities of the System shall be as follows, subject to change consonant with the provisions of this Resolution:

AVAILABILITY OF SERVICE

Available for all domestic, commercial, institutional and industrial consumers within the District's service area.

RATES FOR WATER USED PER MONTH

First	4,000 gallons	$2.15 per 1,000 gallons
Next	4,000 gallons	1.90 per 1,000 gallons
Next	7,000 gallons	1.65 per 1,000 gallons
Next	15,000 gallons	1.40 per 1,000 gallons
All over	30,000 gallons	1.15 per 1,000 gallons

MINIMUM CHARGE

No monthly bill shall be rendered for less than the following amounts, based on size of meter:

Meter Size	Minimum Charge	Meter Size	Minimum Charge
5/8"	$ 8.60	2"	$ 88.06
3/4"	12.38	3"	198.14
1 "	22.00	4"	352.27
1 1/2"	49.54	6"	792.58

TAP FEES

Tap fees will be $50 for each new tap or as provided in the then current order of the Public Service Commission of West Virginia.

DELAYED PAYMENT PENALTY

The above rates are net. On all accounts not paid in full within 20 days after date of billing, a penalty of ten per cent will be added to the net amount of the bill.

If any bill is not paid within 30 days of the date thereof, the bill will be considered delinquent and subject to disconnection. However, water service shall not be disconnected to any customer for nonpayment of the bill without first having diligently tried to induce the customer to pay the same and until after at least twenty-four (24) hours' written notice to the customer. Service shall not be restored until all amounts in arrears, including accrued penalties, plus a reconnection fee of $10 have been paid.

MULTIPLE OCCUPANCY

On apartment buildings, or other multiple occupancy buildings, each family or business unit shall be required to pay not less than the minimum monthly charge herein established for a five-eighths inch meter. Motels and hotels shall pay according to the size of meter installed.

TRAILER COURTS

House trailer courts shall be provided with a master meter. No bill shall be rendered for less than seven dollars and seventy-five cents ($7.75) or as per existing PSC Order multiplied by the number of units situated on the court site at the time the meter is read or the actual charge for the size meter installed, whichever is greater. House trailer (as used hereinabove) shall include both mobile and immobile units.

House trailers, either mobile or immobile, located on sites other than a park or court, shall be billed in the same manner as any other family or business unit.

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. When such fees, rates and charges have been delinquent for thirty days, the District shall have power forthwith to foreclose the lien on the premises served in the same manner provided by the laws of the State of West Virginia for the foreclosure of mortgages on real property.

D. The District 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 District 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 District 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.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Filing Under Uniform Commercial Code. Contemporaneously with the delivery of the Series 1976 Bond, the District shall execute Financing Statements meeting the requirements of the Uniform Commercial Code of West Virginia and promptly thereafter shall file such a Financing Statement in the offices of the Secretary of State of the State of West Virginia and of the Clerk of the County Commission of said County.

Section 6.02. Delivery of Bond No. 1. The Chairman, Secretary and Treasurer of the Board are hereby authorized and directed to cause Bond No. 1, hereby awarded to the Government pursuant to agreement, to be delivered to the Government as soon as the Government will accept such delivery.

Section 6.03. Severability of Invalid Provision. If any one or more of the covenants, agreements or provisions of this Resolution 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 separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of all the other provisions of this Resolution or the Bond.

Section 6.04. Conflicting Provisions Repealed. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflicts, hereby repealed, excluding the 1971 Resolution except as to express changes provided hereby.

Section 6.05. 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 6.06. Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted May 13, 1976.

David Graves
Chairman of Public Service Board

Roy Thomas
Member

Dennis Ryle
Member

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2000
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

BOND RESOLUTION

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WATER REVENUE BOND, SERIES 1976

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

$278,000

No. 1 Date: May 13, 1976

FOR VALUE RECEIVED, NETTIE-LEIVASY PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), at its 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-Eight Thousand Dollars ($278,000), plus interest on the unpaid principal balance at the rate of five per cent (5%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Installments of interest only on the first day of each month for the first twenty-four months after the date hereof and $1,365, covering principal and interest, thereafter on the first day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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

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

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

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the

Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

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

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

This Bond is on a parity with the Waterworks Revenue Bonds of 1971, Series A and Series B, of the Borrower issued in the aggregate principal amount of $390,000, dated the first day of January, 1971, pursuant to a resolution of the Borrower adopted September 1, 1971. Consent of the holder of the said Series A and Series B Bonds has been given for the issuance of this Bond on a parity with said Series A and Series B Bonds.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 13A of Chapter 16 of the West Virginia Code (herein called the "Act").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home 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.

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

ATTEST:

Chairman, Public Service Board
(Title of Executive Official)

(Post Office Box No. or Street Address)

Nettie, West Virginia 26681
(City, State and Zip Code)

(Signature of Attesting Official)

Secretary, Public Service Board
(Title of Attesting Official)

RECORD OF ADVANCES

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

TOTAL _____

Pay to the Order of _____

_____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

_____
(Title)

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $386,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY); 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 AND RATIFYING 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 NETTIE-LEIVASY 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 22C, Article 1 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. Nettie-Leivasy Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Nicholas County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain improvements and extensions to the existing public waterworks facilities of the Issuer, consisting of construction of a pre-sedimentation basin, backwash decant basins, sludge drying beds, a re-circulation pumping station, and a new turbidity monitor equipment, together with all appurtenant facilities (collectively, the "Project") (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.

C. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest on the Series 2000 Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), in the total aggregate principal amount of not more than $386,000 (the "Series 2000 Bonds"), to permanently finance the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 2000 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 (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2000 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 2000 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2000 Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement to be entered into

between the Issuer and the Authority, in form satisfactory to the Issuer and the Authority, as shall be approved by supplemental resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2000 Bonds as to liens, pledge and source of and security for payment, being the Waterworks Revenue Bonds, Series 1971 A, dated January 1, 1971, issued in the original aggregate principal amount of $331,000 (the "Series 1971 A Bonds"), the Waterworks Revenue Bonds, Series 1971 B, dated January 1, 1971, issued in the original aggregate principal amount of $59,000 (the "Series 1971 B Bonds"), and the Water Revenue Bond, Series 1976, dated May 13, 1976, issued in the original aggregate principal amount of $278,000 (the "Series 1976 Bond) (collectively, the "Prior Bonds").

Prior to the issuance of the Series 2000 Bonds, the Issuer will obtain a certificate of an Independent Certified Public Accountant stating that the parity test of the Prior Bonds is met and the written consent of the Holders of the Prior Bonds to the issuance of the Series 2000 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 the covenants of the Prior Bonds and the Prior Resolutions.

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 2000 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, 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 2000 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 West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2000 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 Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2000 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 22C, Article 1 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 2000 Bonds, or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

"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.

"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.

"Bonds" means, collectively, the Series 2000 Bonds, the Prior Bonds, and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

"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 2000 Bonds for the proceeds representing the purchase price of the Series 2000 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 Stafford Consultants, Inc, Princeton, 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 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

"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.

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

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

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

"Investment Property" means

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

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

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

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

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

"Loan Agreement" means the Loan Agreement to be entered into between the Authority and the Issuer, providing for the purchase of the Series 2000 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 2000 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2000 Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2000 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 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 Accounts and Replacement Reserve have been made to the last monthly payment date prior to the date of such retention.

"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 moneys, 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 2000 Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 1971 A Bonds, the Series 1971 B Bonds, and the Series 1976 Bond.

"Prior Resolutions" means, collectively, the bond resolution of the Issuer duly adopted September 1, 1971 and May 13, 1976, authorizing the Prior Bonds.

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

"Program" means the Authority's loan program, under which the Authority purchases the water development revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of water development revenue bonds of the Authority.

"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 Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is 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.

"Replacement Reserve" means the Replacement Reserve established by Prior Resolutions and continued by Section 5.02 hereof.

"Reserve Fund" means the Reserve Fund established by Prior Resolutions and continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2000 Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any reserve account for the Series 2000 Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by the Prior Resolutions.

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

"Series 1971 Bonds" means, collectively, the Series 1971 A Bonds and the Series 1971 B Bonds.

"Series 1971 Bonds Reserve Account" means the Series 1971 Bonds Reserve Account established by the Prior Resolutions and continued by Section 5.02 hereof.

"Series 1971 A Bonds" means, the Waterworks Revenue Bonds, Series 1971 A, of the Issuer as described in Section 1.02B hereof.

"Series 1971 A Bonds Sinking Fund" means the Series 1971 A Bonds Sinking Fund established by the Prior Resolutions and continued by Section 5.02 hereof.

"Series 1971 B Bonds" means the Waterworks Revenue Bonds, Series 1971 B, of the Issuer as described in Section 1.02B hereof.

"Series 1971 B Bonds Sinking Fund" means the Series 1971 B Bonds Sinking Fund established by the Prior Resolutions and continued by Section 5.02 hereof.

"Series 1976 Bonds" means the Water Revenue Bond, Series 1976, of the Issuer as described in Section 1.02G hereof.

"Series 1976 Bonds Reserve Account" means the Series 1976 Reserve Account established by the Prior Resolutions and continued by Section 5.02 hereof.

"Series 2000 Bonds" means the Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority), of the Issuer, authorized by this Resolution.

"Series 2000 Bonds Construction Trust Fund" means the Series 2000 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2000 Bonds Reserve Account" means the Series 2000 Bonds Reserve Account established in the Series 2000 Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2000 Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2000 Bonds in the then current or any succeeding year.

"Series 2000 Bonds Sinking Fund" means the Series 2000 Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2000 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 2000 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2000 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 Series 2000 Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Replacement Reserve, the Sinking Funds and the respective 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 include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

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

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 $386,000, 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 2000 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.

The cost of the Project is estimated to be $386,000, which will be obtained from proceeds of the Series 2000 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 on the Series 2000 Bonds, funding a reserve account for the Series 2000 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2000 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 2000 Bonds of the Issuer. The Series 2000 Bonds shall be issued as a single bond, designated as "Water Revenue Bonds, Series 2000 (West Virginia Water Development Authority)," in the principal amount of not more than $386,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2000 Bonds, remaining after funding of the Series 2000 Bonds Reserve Account (if funded from Bond proceeds), and capitalizing interest on the Series 2000 Bonds, shall be deposited in or credited to the Series 2000 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 2000 Bonds shall be issued in such principal amounts; shall bear interest at such rate or rates, not exceeding the then legal maximum, payable semiannually 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. The Series 2000 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 2000 Bonds 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 2000 Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of the Series 2000 Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2000 Bonds shall be exchangeable at the option and expense of the Holder for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2000 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 2000 Bonds shall cease to be such officer of the Issuer before the Series 2000 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 2000 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 2000 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 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 2000 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 2000 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 2000 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2000 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 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

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

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any 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 2000 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 2000 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2000 Bonds or the interest 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 all the Series 2000 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 on and other payments for the Prior Bonds and the Series 2000 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 2000 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2000 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 2000 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 2000 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 2000 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2000 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)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2000
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. R-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That NETTIE-LEIVASY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Nicholas 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 ($_____), in annual installments on October 1 of each year, commencing October 1, _____, as set forth on the "Debt Service Schedule" attached as Exhibit A hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, such interest shall be payable semiannually on April 1 and October 1 in each year, commencing _____ 1, ____. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated _____, 20___.

This Bond is issued (i) to pay the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities 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 facilities 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 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on _____, 20____, and a Supplemental Resolution duly adopted by the Issuer on _____, 20____ (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 PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS REVENUE BONDS, SERIES 1971 A, DATED JANUARY 1, 1971, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $331,000 (THE "SERIES 1971 A BONDS"), THE WATERWORKS REVENUE BONDS, SERIES 1971 B, DATED JANUARY 1, 1971, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $59,000, AND THE WATER REVENUE BOND, SERIES 1976, DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BOND") ("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 parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2000 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 125% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds, so long as the Series 1971 A Bonds or the Series 1971 B Bonds are outstanding,

and thereafter, 120% of such amount, so long as the Series 1976 Bonds are outstanding, and thereafter, 115% of such amount, so long as the Bonds are outstanding; provided however, that so long as the Prior Bonds are no longer outstanding and there exists in the Series 2000 Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 _____, 2000.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: _____, 2000.

ONE VALLEY BANK, NATIONAL
ASSOCIATION,
as Registrar

_____
Authorized Officer

EXHIBIT A

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 2000 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, are hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule A" Filing. Upon completion of acquisition and construction of the Project, the Issuer will file with the Authority a schedule, the form of which will be provided by the Authority, 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 with (or continued if previously established by the Prior Resolutions) 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 Resolutions);

(2) Series 2000 Bonds Construction Trust Fund; and

(3) Rebate Fund.

Section 5.02. 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 Resolutions) 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 1971 A Bonds Sinking Fund (established by the Prior Resolutions and continued hereby);

(2) Series 1971 B Bonds Sinking Fund (established by the Prior Resolutions and continued hereby);

(3) Series 1971 Bonds Reserve Account (established by the Prior Resolutions and continued hereby);

(4) Series 1976 Bonds Reserve Account (established by the Prior Resolutions as the "Bonds Reserve Account" within the Depository Bank and transferred to the Commission and continued hereby);

(5) Replacement Reserve (established by the Prior Resolutions and continued hereby);

(6) Series 2000 Bonds Sinking Fund; and

(7) Within the Series 2000 Bonds Sinking Fund, the Series 2000 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 and priority:

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to (i) the Commission for deposit in the Series 1971 A Bonds Sinking Fund and the Series 1971 B Bonds Sinking Fund the amounts required under the Prior Resolutions to pay the interest on the Series 1971 A Bonds and the Series 1971 B Bonds; (ii) to the National Finance Office the amounts required under the Prior Resolutions to pay the interest on the Series 1976 Bonds; and (iii) to the Commission, commencing 7 months prior to the first date of payment of interest on the Series 2000 Bonds for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2000 Bonds Sinking Fund, an amount equal to 1/6th of the amount of interest which will become due on the Series 2000 Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next semiannual interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to (i) the Commission for deposit in the Series 1971 A Bonds Sinking Fund and the Series 1971 B Bonds Sinking Fund the amounts required under the Prior Resolutions to pay the principal on the Series 1971 A Bonds and the Series 1971 B Bonds; (ii) to the National Finance Office the amounts required under the Prior Resolutions to pay the principal of the Series 1976 Bonds; and (iii) the Commission, commencing 13 months prior to the first date of payment of principal of the Series 2000 Bonds, for deposit in the Series 2000 Bonds Sinking Fund, an amount equal to 1/12th of the amount of principal which will mature and become due on the Series 2000 Bonds on the next ensuing annual principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 Bonds Sinking Fund and the next annual principal payment date

is less than 13 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next annual 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 Commission for deposit in the Series 1971 Bonds Reserve Account the amount required by the Prior Resolutions to be deposited therein; (ii) remit to the Commission for deposit in the Series 1976 Bonds Reserve Account the amount required under the Prior Resolutions to be deposited therein; and (iii) remit to the Commission, commencing 13 months prior to the first date of payment of principal of the Series 2000 Bonds or upon completion of construction of the Project, whichever is earlier, if not fully funded upon issuance of the Series 2000 Bonds, for deposit in the Series 2000 Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 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 2000 Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Replacement Reserve, (i) the amount required by the Prior Resolutions to be deposited therein; and (ii) 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 Replacement Reserve shall be kept apart from all other funds of the Issuer or of the Commission and shall be invested and reinvested in accordance with Article VIII hereof. Except as otherwise provided in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Replacement Reserve 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 moneys from the Replacement Reserve.

Moneys in the Series 2000 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2000 Bonds as the same shall become due. Moneys in the Series 2000 Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2000 Bonds as the same shall come due, when other moneys in the

Series 2000 Bonds Sinking Fund are insufficient therefor, and for no other purpose, except for transfers to the Rebate Fund permitted hereunder.

Except to the extent transferred to the Rebate Fund at the request of the Issuer, all investment earnings on moneys in the Series 2000 Bonds Sinking Fund and the Series 2000 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 2000 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 due on the Series 2000 Bonds, and then to the next ensuing principal payment due thereon.

Except with respect to transfers to the Rebate Fund permitted hereunder, any withdrawals from the Series 2000 Bonds Reserve Account which result in a reduction in the balance of the Series 2000 Bonds Reserve Account to below the Series 2000 Bonds 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 2000 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 appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional parity Bonds.

The Issuer shall not be required to make any further payments into the Series 2000 Bonds Sinking Fund or the Series 2000 Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2000 Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2000 Bonds, the Series 1971 Bonds, the Series 1971 A Bonds and the Series 1976 B Bonds, all in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2000 Bonds Sinking Fund and the Series 2000

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. 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.

Moneys in the Series 2000 Bonds Sinking Fund and the Series 2000 Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

Except with respect to transfers to the Rebate Fund permitted hereunder, the Series 2000 Bonds Sinking Fund and the Series 2000 Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2000 Bonds Outstanding 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 2000 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. The Issuer shall complete the "Monthly Payment Form", a form of which is attached to the Loan Agreement and submit a copy of said form, together with a copy of its payment check to the Authority by the 5th day of such calender month.

C. 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.

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

E. The moneys in excess of the sum insured by 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.

F. 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.

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

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

I. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2000 Bonds Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 2000 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2000 Bonds, there shall first be deposited with the Commission in the Series 2000 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 2000 Bonds for the period commencing on the date of issuance of the Series 2000 Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2000 Bonds, there shall be deposited with the Commission in the Series 2000 Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2000 Bonds Reserve Account.

C. The remaining moneys derived from the sale of the Series 2000 Bonds shall be deposited with the Depository Bank in the Series 2000 Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02.

D. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Series 2000 Bonds Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Series 2000 Bonds Construction Trust Fund set forth in the Bond Legislation. Except with respect to any transfers to the Rebate Fund permitted hereunder, moneys in the Series 2000 Bonds Construction Trust Fund shall be used solely to pay Costs of the Project and until so transferred or expended, are hereby pledged as additional security for the Series 2000 Bonds.

Section 6.02. Disbursements From the Series 2000 Bonds Construction Trust Fund. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2000 Bonds Construction Trust Fund shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer and the Consulting Engineers, 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.

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Series 2000 Bonds Construction Trust Fund only the net amount remaining after deduction of any such portion. All payments made from the Series 2000 Bonds Construction Trust Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Series 2000 Bonds Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

Pending such application, moneys in the Series 2000 Bonds Construction Trust Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

After completion of the Project, as certified by the Consulting Engineers, and all Costs of the Project have been paid, the Depository Bank shall transfer any moneys remaining in the Series 2000 Bonds Construction Trust Fund to the Series 2000 Bonds Reserve Account, provided that, in no event shall more than 10% of the proceeds from the sale of the Series 2000 Bonds be deposited in the Series 2000 Bonds Reserve Account, and when such Reserve Account is fully funded, shall return such remaining moneys to the Issuer for deposit in the Revenue Fund. The Issuer shall thereafter, apply such moneys in full, first to the next ensuing interest payment due on the Series 2000 Bonds and thereafter to the next ensuing principal payment due thereon. The Issuer shall expend all proceeds of the Series 2000 Bonds within 3 years of the date of issuance of the Authority's Bonds, the proceeds of which were used to make the loans to the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2000 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 2000 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 2000 Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2000 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2000 Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2000 Bonds or the interest 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 2000 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. The Net Revenues in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2000 Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. 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. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Commission Order and Further Commission Order of the Public Service Commission of West Virginia entered August 16, 2000, and August 29, 2000, respectively, in Case No. 99-1617-PWD-CN and such rates are hereby adopted.

So long as the 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 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, or any part thereof, except as provided in the Prior Resolutions and with the written consent of the Authority. Additionally, so long as the Series 2000 Bonds are outstanding and except as otherwise required by law or with the written consent of 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 Bonds Outstanding, or to effectively defease this Bond Legislation 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 2000 Bonds, immediately be remitted to the Commission for deposit in the Series 2000 Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2000 Bonds. Any balance remaining after the payment of the Series 2000 Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, 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, 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 Replacement Reserve. 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 derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $10,000 and not in excess of $50,000, shall with the written consent

of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Funds and shall be deposited in the Replacement Reserve. Such payment of such proceeds into the Replacement Reserve shall not reduce the amounts required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, 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 2000 Bonds. All obligations issued by the Issuer after the issuance of the Series 2000 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 2000 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 2000 Bonds, and the interest thereon, upon any or all of the income and revenues of the System pledged for payment of the Series 2000 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority 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 Resolutions 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 2000 Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided (unless less restrictive than the provisions of the Prior Resolutions) and with the prior written consent of the Authority.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2000 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of extensions and improvements to the System or refunding the Series 2000 Bonds issued pursuant hereto, or both such purposes.

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 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 to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

(2) Any 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 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 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 hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of Independent Certified Public Accountants, 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 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. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this 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 revenues of the System is subject to the prior and superior liens of the Series 2000 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 2000 Bonds.

No Parity Bonds shall be issued any time, however, unless all 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 such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Notwithstanding the foregoing, or any provision of Section 7.06 to the contrary, additional Parity Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.07, if there is first obtained by the Issuer the written consent of the Authority to the issuance of the Parity Bonds.

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, or its 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 such documents and information as it 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, or its 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 shall 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 Authority, or any other original purchaser of the Series 2000 Bonds, and shall mail in each year to any Holder or Holders of the Series 2000 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 in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2000 Bonds, and shall submit said report to the Authority, or any other original purchaser of the Series 2000 Bonds. Such audit report submitted to the Authority 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 and hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority, or its 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 and commencement of operation of the Project, the Issuer shall also provide the Authority, or its 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 with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2000 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 said 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 125% of the amount payable in such year for payment of principal of and interest on the Series 2000 Bonds and the Prior Bonds, so long as the Series 1971 A Bonds or the Series 1971 B Bonds are outstanding; and thereafter, 120% of such amount, so long as the Series 1976 Bonds are outstanding; and thereafter, 115% of such amount, so long as the Series 2000 Bonds are outstanding, provided that, in the event that the Prior Bonds are no longer outstanding and an amount equal to or in excess of the reserve requirement is on deposit respectively in the Series 2000 Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2000 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 on the Series 2000 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinances described in Section 7.04 hereof.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority 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 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 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 as Exhibit C, and forward a copy of such report to the Authority by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer shall 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, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority 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 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 and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

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

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer shall 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 shall 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 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the water provider, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. The Issuer shall not render or cause to be rendered any free services of any nature by the System, nor shall 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 shall, 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 Replacement Reserve and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Replacement Reserve. 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 and subcontractors 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 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 shall complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all Federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project 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.

Section 7.18. 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 2000 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 2000 Bonds during the term thereof is, under the terms of the Series 2000 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 2000 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 2000 Bonds during the term thereof is, under the terms of the Series 2000 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 2000 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 2000 Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2000 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 2000 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer shall timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2000 Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer shall take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2000 Bonds will be and remain excluded from gross income for

federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2000 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 2000 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 Act, the Loan Agreement and all applicable laws, rules and regulations issued by the Authority, 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 shall 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; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2000 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 Authority for written approval. The Issuer shall obtain the written approval of the Authority before expending any proceeds of the Series 2000 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 Authority before expending any proceeds of the Series 2000 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority 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; NON ARBITRAGE

Section 8.01. Investments. Any moneys 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 moneys 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 moneys 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 except as otherwise provided herein with respect to the Rebate Fund. 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 2000 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest on the Series 2000 Bonds from gross income for federal income tax purposes.

Section 8.02. 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 2000 Bonds which would cause the Series 2000 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take any and 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 2000 Bonds) so that the interest on the Series 2000 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 8.03. 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 2000 Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2000 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. Upon completion of each such annual calculation, unless otherwise agreed by the Authority, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and shall be used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. 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 from time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefor. In addition, the Issuer shall cooperate with the Authority in preparing rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer. To the extent not so performed by the Authority, 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 8.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 8.03 in

accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay the required rebate amount, any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, and take any other actions necessary, in order to maintain the exclusion of interest on the Series 2000 Bonds from gross income for federal income tax purposes.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation and certificate with respect thereto or, if the Issuer qualifies for the small governmental issue exception to rebate, or any other exception thereto, then the Issuer shall submit to the Authority a certificate stating that it is exempt from such rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 2000 Bonds subject to rebate. The Issuer shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority including information with respect to earnings on all funds constituting "gross proceeds" of the Series 2000 Bonds (as such term "gross proceeds" is defined in the Code).

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 2000 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2000 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 2000 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2000 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; or

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

(4) If the Issuer defaults on the Prior Bonds or the Prior Resolutions.

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 2000 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 said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 2000 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of 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 Owners of the Series 2000 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 2000 Bonds from gross income for federal income tax purposes.

Series 2000 Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 2000 Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2000 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 Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 2000 Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission 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 said Series 2000 Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its 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 said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its 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 XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2000 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2000 Bonds, no material modification or amendment of this Bond Legislation, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2000 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2000 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 out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of 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 on the Series 2000 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 2000 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 2000 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. Except for the Prior Resolutions, 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 Resolutions, the Prior Resolutions 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. Public Notice of Proposed Financing. Prior to making formal application to the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity and adoption of this Resolution, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation in each municipality in Nettie-Leivasy Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

(a) The maximum amount of the Series 2000 Bonds to be issued;

(b) The maximum interest rate and terms of the Series 2000 Bonds authorized hereby;

(c) The public service properties to be acquired or constructed and the cost of the same;

(d) The maximum anticipated rates which will be charged by the Issuer; and

(e) The date that the formal application for a certificate of public convenience and necessity is to be filed with the Public Service Commission of West Virginia.

Section 11.08. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 21st day of August, 2000.

D. McMullen

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of NETTIE-LEIVASY PUBLIC SERVICE DISTRICT on the 21st day of August, 2000.

Dated: August 29, 2000.

[SEAL]

Roy C. O'Dell

Secretary

08/21/00
657680/99001

NETTIE-LEIVASY PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2000
(West Virginia Water Development Authority)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Nettie-Leivasy Public Service District (the "Issuer") has duly and officially adopted a bond resolution, effective August 21, 2000 (the "Bond Resolution" or the "Resolution") entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF NETTIE-LEIVASY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $386,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY); 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 AND RATIFYING 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 2000 (West Virginia Water Development Authority), of the Issuer (the "Bonds" or the "Series 2000 Bonds"), in an aggregate principal amount not to exceed $386,000, and has authorized the execution and delivery of a loan agreement relating to the Bonds (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), all in accordance with Chapter 16, Article 13A and Chapter 22C, Article 1 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 provision, 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 entered into by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates and the sale price 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 NETTIE-LEIVASY 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 2000 (West Virginia Water Development Authority), of the Issuer, originally represented by a single Bond, numbered R-1, in the principal amount of $386,000. The Bonds shall be dated the date of delivery thereof, shall finally mature October 1, 2039, and shall bear interest at the rate of 5.8% per annum, payable semiannually on April 1 and October 1 of each year, beginning October 1, 2000. The Bonds shall be payable in annual installments of principal on October 1 of each year, commencing October 1, 2001, and ending October 1, 2039, 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 Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the 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 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 Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the 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, in substantially the form attached hereto, 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 Resolution.

Section 6. The Issuer does hereby appoint and designate One Valley Bank, South Branch, Inc., Summersville, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2000 Bonds proceeds in the amount of -0- shall be deposited in the Series 2000 Bonds Sinking Fund as capitalized interest.

Section 8. Series 2000 Bonds proceeds in the amount of -0- shall be deposited in the Series 2000 Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2000 Bonds shall be deposited in the Bond Construction Trust Fund for payment of Costs of the Project, including, without limitation, costs of issuance of the Series 2000 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 hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about August 29, 2000.

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

Section 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, in repurchase agreements or in 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 moneys to be invested in such repurchase agreements and/or time accounts, until further directed by the Issuer. Moneys in the Series 2000 Bonds Sinking Fund and the Series 2000 Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 13. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by 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 (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations promulgated or to be promulgated thereunder.

Section 14. Contemporaneously with the closing on the Bonds, the District shall transfer to the Series 1976 Bonds Reserve Account sufficient moneys so that the Series 1976 Bonds Reserve Account is funded at the Reserve Requirement therefore.

Section 15. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 21st day of August, 2000.

Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of NETTIE-LEIVASY PUBLIC SERVICE DISTRICT on the 21st day of August, 2000.

Dated: August 29, 2000.

[SEAL]

Roy C. O'Dell
Secretary

08/21/00
657680/99001

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SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NETTIE-LEIVASY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2000
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. R-1 $386,000

KNOW ALL MEN BY THESE PRESENTS: That NETTIE-LEIVASY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Nicholas 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 THREE HUNDRED EIGHTY SIX THOUSAND DOLLARS ($386,000), in annual installments on October 1 of each year, commencing October 1, 2001, as set forth on the "Debt Service Schedule" attached as Exhibit A hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, such interest shall be payable semiannually on April 1 and October 1 in each year, commencing October 1, 2000. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated August 22, 2000.

This Bond is issued (i) to pay the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities 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 facilities 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 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on August 21, 2000, and a Supplemental Resolution duly adopted by the Issuer on August 21, 2000, (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 PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS REVENUE BONDS, SERIES 1971 A, DATED JANUARY 1, 1971, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $331,000 (THE "SERIES 1971 A BONDS"), THE WATERWORKS REVENUE BONDS, SERIES 1971 B, DATED JANUARY 1, 1971, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $59,000, AND THE WATER REVENUE BOND, SERIES 1976, DATED MAY 13, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $278,000 (THE "SERIES 1976 BOND") ("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 parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2000 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 125% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds, so long as the Series 1971 A Bonds or the Series 1971 B Bonds are outstanding, and thereafter, 120% of such amount, so long as the Series 1976 Bonds are outstanding, and thereafter, 115% of such amount, so long as the Bonds are outstanding; provided however,

that so long as the Prior Bonds are no longer outstanding and there exists in the Series 2000 Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, NETTIE-LEIVASY 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 August 29, 2000.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CH401070.1

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: August 29, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

Authorized Officer

SPECIMEN

CH401070.1

EXHIBIT A

Nettie Leivasy Public Service District (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $386,000
5.80% Interest Rate
Closing Date: August 29, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
10/01/2000	-	-	1,990.04	1,990.04
4/01/2001	-	-	11,194.00	11,194.00
10/01/2001	2,793.00	5.800%	11,194.00	13,987.00
4/01/2002	-	-	11,113.00	11,113.00
10/01/2002	2,955.00	5.800%	11,113.00	14,068.00
4/01/2003	-	-	11,027.31	11,027.31
10/01/2003	3,127.00	5.800%	11,027.31	14,154.31
4/01/2004	-	-	10,936.63	10,936.63
10/01/2004	3,308.00	5.800%	10,936.63	14,244.63
4/01/2005	-	-	10,840.69	10,840.69
10/01/2005	3,500.00	5.800%	10,840.69	14,340.69
4/01/2006	-	-	10,739.19	10,739.19
10/01/2006	3,703.00	5.800%	10,739.19	14,442.19
4/01/2007	-	-	10,631.81	10,631.81
10/01/2007	3,918.00	5.800%	10,631.81	14,549.81
4/01/2008	-	-	10,518.18	10,518.18
10/01/2008	4,145.00	5.800%	10,518.18	14,663.18
4/01/2009	-	-	10,397.98	10,397.98
10/01/2009	4,386.00	5.800%	10,397.98	14,783.98
4/01/2010	-	-	10,270.79	10,270.79
10/01/2010	4,640.00	5.800%	10,270.79	14,910.79
4/01/2011	-	-	10,136.23	10,136.23
10/01/2011	4,909.00	5.800%	10,136.23	15,045.23
4/01/2012	-	-	9,993.86	9,993.86
10/01/2012	5,194.00	5.800%	9,993.86	15,187.86
4/01/2013	-	-	9,843.24	9,843.24
10/01/2013	5,495.00	5.800%	9,843.24	15,338.24
4/01/2014	-	-	9,683.88	9,683.88
10/01/2014	5,814.00	5.800%	9,683.88	15,497.88
4/01/2015	-	-	9,515.28	9,515.28
10/01/2015	6,151.00	5.800%	9,515.28	15,666.28
4/01/2016	-	-	9,336.90	9,336.90
10/01/2016	6,508.00	5.800%	9,336.90	15,844.90
4/01/2017	-	-	9,148.17	9,148.17
10/01/2017	6,885.00	5.800%	9,148.17	16,033.17
4/01/2018	-	-	8,948.50	8,948.50
10/01/2018	7,284.00	5.800%	8,948.50	16,232.50
4/01/2019	-	-	8,737.27	8,737.27
10/01/2019	7,707.00	5.800%	8,737.27	16,444.27
4/01/2020	-	-	8,513.76	8,513.76
10/01/2020	8,154.00	5.800%	8,513.76	16,667.76
4/01/2021	-	-	8,277.30	8,277.30
10/01/2021	8,627.00	5.800%	8,277.30	16,904.30
4/01/2022	-	-	8,027.11	8,027.11
10/01/2022	9,127.00	5.800%	8,027.11	17,154.11
4/01/2023	-	-	7,762.43	7,762.43

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Nettie Leivasy Public Service District (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $386,000

5.80% Interest Rate

Closing Date: August 29, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
10/01/2023	9,657.00	5.800%	7,762.43	17,419.43
4/01/2024	-	-	7,482.38	7,482.38
10/01/2024	10,217.00	5.800%	7,482.38	17,699.38
4/01/2025	-	-	7,186.08	7,186.08
10/01/2025	10,809.00	5.800%	7,186.08	17,995.08
4/01/2026	-	-	6,872.62	6,872.62
10/01/2026	11,436.00	5.800%	6,872.62	18,308.62
4/01/2027	-	-	6,540.98	6,540.98
10/01/2027	12,100.00	5.800%	6,540.98	18,640.98
4/01/2028	-	-	6,190.08	6,190.08
10/01/2028	12,801.00	5.800%	6,190.08	18,991.08
4/01/2029	-	-	5,818.85	5,818.85
10/01/2029	13,544.00	5.800%	5,818.85	19,362.85
4/01/2030	-	-	5,426.07	5,426.07
10/01/2030	14,329.00	5.800%	5,426.07	19,755.07
4/01/2031	-	-	5,010.53	5,010.53
10/01/2031	15,160.00	5.800%	5,010.53	20,170.53
4/01/2032	-	-	4,570.89	4,570.89
10/01/2032	16,040.00	5.800%	4,570.89	20,610.89
4/01/2033	-	-	4,105.73	4,105.73
10/01/2033	16,970.00	5.800%	4,105.73	21,075.73
4/01/2034	-	-	3,613.60	3,613.60
10/01/2034	17,954.00	5.800%	3,613.60	21,567.60
4/01/2035	-	-	3,092.94	3,092.94
10/01/2035	18,996.00	5.800%	3,092.94	22,088.94
4/01/2036	-	-	2,542.05	2,542.05
10/01/2036	20,097.00	5.800%	2,542.05	22,639.05
4/01/2037	-	-	1,959.24	1,959.24
10/01/2037	21,263.00	5.800%	1,959.24	23,222.24
4/01/2038	-	-	1,342.61	1,342.61
10/01/2038	22,496.00	5.800%	1,342.61	23,838.61
4/01/2039	-	-	690.23	690.23
10/01/2039	23,801.00	5.800%	690.23	24,491.23
Total	386,000.00	-	598,066.82	984,066.82

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Nettie Leivasy Public Service District (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $386,000
5.80% Interest Rate
Closing Date: August 29, 2000

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars	$10,311.50
Average Life	26.714 Years
Average Coupon	5.7999999%
Net Interest Cost (NIC)	5.7999999%
True Interest Cost (TIC)	5.8004720%
Bond Yield for Arbitrage Purposes	5.8004720%
All Inclusive Cost (AIC)	5.8004720%

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Net Interest Cost	5.7999999%
Weighted Average Maturity	26.714 Years

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