

NORTH BECKLEY PUBLIC SERVICE DISTRICT

**Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)**

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NORTH BECKLEY PUBLIC SERVICE DISTRICT

**SEWER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA SRF PROGRAM); AND
SEWER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA SRF PROGRAM/ARRA)**

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NORTH BECKLEY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE PAYMENT IN FULL OF THE DISTRICT'S UNITED BANK NOTE AND ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$4,544,324 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM), SEWER REVENUE BONDS AND \$2,415,521 IN AGGREGATE PRINCIPAL AMOUNT OF SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA); 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 ARRA ASSISTANCE 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 NORTH BECKLEY 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 2 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. North Beckley Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Raleigh County of said State.

B. The Issuer presently owns and operates a public sewerage 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 improvements and extensions to the existing public sewerage system of the Issuer, consisting of extending its sewer system into the Lanark area of Raleigh County and adding 301 customers, and necessary appurtenances relating thereto, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (the existing public sewer 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 Issuer has heretofore temporarily financed the design and other preliminary costs of the Project by the issuance of the United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000 (the "Prior Note").

D. It is deemed necessary and desirable for the Issuer to pay the Prior Note.

E. The Issuer intends to pay the Prior Note 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"), in connection with the West Virginia Water Pollution Control Revolving Fund pursuant to the Act.

F. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds in the total aggregate principal amount of \$6,959,845, in two series, being the (1) Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), in the aggregate principal amount of \$4,544,324 (the "Series 2009 A Bonds") and (2) Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), in the aggregate principal amount of \$2,415,521 (the "Series 2009 B Bonds") (collectively, the "Series 2009 Bonds"), to pay the Prior Note and permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2009 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); the costs of paying the Prior Note in full; 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 SRF 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 2009 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

G. The period of usefulness of the System after completion of the Project is not less than 30 years.

H. It is in the best interests of the Issuer that its Series 2009 A Bonds and Series 2009 B Bonds be sold to the Authority pursuant to the terms and provisions of an ARRA assistance agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), in form satisfactory to the respective parties (the "ARRA Assistance Agreement"), approved hereby if not previously approved by resolution of the Issuer.

I. Upon payment of the Prior Note, there are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 Bonds as to liens, pledge and source of and security for payment, being the Issuer's (i) Sewerage System Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds"); and (ii) Sewerage System Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 A Bonds") (hereinafter collectively, the "Prior Bonds").

The Series 2009 Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2009 Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2009 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Resolutions.

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

K. The Issuer has complied with all requirements of West Virginia law and the ARRA Assistance Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2009 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 West Virginia Infrastructure Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2009 Bonds or such final order will not be subject to appeal or rehearing.

L. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure 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 2009 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2009 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 2 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

“ARRA Assistance Agreement” means the ARRA Assistance Agreement heretofore entered into, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2009 A Bonds and the Series 2009 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 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 DEP under the Act.

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

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

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

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

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

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

“Chairman” means the Chairman of the Governing Body of the Issuer.

“Closing Date” means the date upon which there is an exchange of the Series 2009 Bonds for all or a portion of the proceeds of the Series 2009 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 Lawson Engineering & Technical Services, Inc., Beckley, 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.

“DEP” means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

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

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

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

“Governing Body” or “Board” means the public service board of the Issuer, as it may now or hereafter be constituted.

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

“Grants” means all monies received by the Issuer on account 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.

“I&I Fund” means the I&I Fund created by the Prior Resolution.

“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 North Beckley Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh

County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

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

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

“Operating Expenses” means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF 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 cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

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

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

“Prior Bonds” means, collectively, the Series 1999 Bonds and the Series 2003 A Bonds.

“Prior Note” or “United Bank Note” means the United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000.

“Prior Resolutions” means, collectively, the Resolutions authorizing the Prior Bonds.

“Project” means the Project as described in Section 1.02B hereof.

“Qualified Investments” means and includes any of the following:

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury 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.

"Registrar" means the Bond Registrar.

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

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

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

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

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

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

"Series 1999 Bonds" means the Issuer's Sewerage System Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898.

“Series 2003 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741.

“Series 2009 Bonds” means, collectively, the Series 2009 A Bonds and the Series 2009 B Bonds.

“Series 2009 A Bonds” means the Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), of the Issuer, authorized by this Resolution.

“Series 2009 A Bonds Construction Trust Fund” means the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2009 A Bonds Reserve Account” means the Series 2009 A Bonds Reserve Account established by Section 5.02 hereof.

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

“Series 2009 A Bonds Sinking Fund” means the Series 2009 A Bonds Sinking Fund established by Section 5.02 hereof.

“Series 2009 B Bonds” means the Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), of the Issuer, authorized by this Resolution.

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

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

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

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

“Sinking Funds” means, collectively, the respective Sinking Funds established for the Series 2009 Bonds and the Prior Bonds.

“SRF Administrative Fee” means any administrative fee required to be paid under the ARRA Assistance Agreement for the Series 2009 A Bonds and Series 2009 B Bonds.

“SRF Program” means the State’s Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

“SRF Regulations” means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

“State” means the State of West Virginia.

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

“System” means the complete properties of the Issuer for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, as presently existing in its entirety or any integral part thereof, 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 AND PAYMENT OF THE PRIOR NOTE

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, including the payment of the Prior Note, at an estimated cost of \$7,029,845, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2009 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the DEP.

The cost of the Project is estimated to be \$7,029,845, of which approximately \$4,544,324 will be obtained from proceeds of the Series 2009 A Bonds, approximately \$2,415,521 will be obtained from proceeds of the Series 2009 B Bonds, \$40,000 will be obtained from a grant from the Raleigh County Solid Waste Authority and \$30,000 will be obtained from a grant from the Raleigh County Commission.

Section 2.02. Authorization of Payment of Prior Note. The Prior Note outstanding as of the date of issuance of the Series 2009 Bonds are hereby ordered to be paid in full, and the pledge of assets, if any, in favor of the Holders of the Prior Note, and the monies in the funds and accounts created by the Prior Note pledged to payment of the Prior Note, if any, and any other funds pledged to pay of the Prior Note, if any, are hereby ordered terminated, discharged and released upon the payment to the Holder of the Prior Note from the proceeds of the Series 2009 Bonds and from other monies available therefor, of the following: an amount equal to the fiscal and paying agent charges to become due and payable in connection with the Prior Note and an amount which will provide for the payment of the entire outstanding principal of and all accrued interest on the Prior Note, plus the premium, if any, on the Closing Date.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF ARRA ASSISTANCE AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of paying the Prior Note, capitalizing interest, if any, on the Series 2009 Bonds, funding the respective Reserve Accounts for the Series 2009 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2009 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2009 Bonds of the Issuer. The Series 2009 Bonds shall be issued in two series, each as a single bond, designated respectively as "Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program)," in the principal amount of \$4,544,324, and "Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA)," in the principal amount of \$2,415,521, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest, if any, on the Series 2009 Bonds, if any, shall be deposited in or credited to the respective Bond Construction Trust Funds established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2009 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 ARRA Assistance Agreement. The Series 2009 Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2009 Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2009 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 each series of the Series 2009 Bonds. The Series 2009 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 2009 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 Bonds shall cease to be such officer of the Issuer before the Series 2009 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2009 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2009 Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2009 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2009 Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2009 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2009 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

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

The registered Series 2009 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2009 Bonds or transferring the registered Series 2009 Bonds are exercised, all Series 2009 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2009 Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2009 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2009 Bonds or, in the case of any proposed redemption of Series 2009 Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2009 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

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

Section 3.08. Bonds Secured by Pledge of Net Revenues: Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds and the Series 2009 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 such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2009 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 2009 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2009 Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the ARRA Assistance Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 2009 Bonds.

Section 3.10. Form of Bonds. The text of each series of the Series 2009 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2009 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2009, that NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh 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, _____ to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2009 A Bonds shall not be subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

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 Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2009.

This Bond is issued (i) to pay in full the Issuer's Prior Note; (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (iii) to partially fund the Series 2009 A Bonds Reserve Account; and (iv) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the

“System.” This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the “Act”), and a Bond Resolution duly adopted by the Issuer on _____, 2009, and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the “Bond Legislation”), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER’S: (1) SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,090,898 (THE “SERIES 1999 BONDS”); (2) SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED SEPTEMBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,307,741 (THE “SERIES 2003 A BONDS”) (COLLECTIVELY, THE “PRIOR BONDS”); AND (3) SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED _____, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$ _____ (THE “SERIES 2009 B BONDS”).

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2009 B Bonds and the Prior Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the “Series 2009 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 2009 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 or junior to the Bonds, including the Series 2009 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2009 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 or junior to the Bonds, including the Series 2009 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Prior Note and 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.

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

[SEAL]

Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond
on the books kept for registration of the within Bond of the said Issuer with full power of
substitution in the premises.

Dated: _____, _____.

In the presence of:

(FORM OF SERIES 2009 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA SRF PROGRAM/ARRA)

No. BR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2009, that NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh 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, _____ to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2009 B Bonds shall not be subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. Principal installments of this Bond are 100% forgivable as set forth in the ARRA Assistance Agreement.

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 Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2009, and

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

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: (1) SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,090,898 (THE "SERIES 1999 BONDS"); (2) SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED SEPTEMBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,307,741 (THE "SERIES 2003 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (3) SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM), DATED _____, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$_____ (THE "SERIES 2009 A BONDS").

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

Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

[SEAL]

Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond
on the books kept for registration of the within Bond of the said Issuer with full power of
substitution in the premises.

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of ARRA Assistance Agreement. The Series 2009 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective ARRA Assistance Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the ARRA Assistance 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 ARRA Assistance Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The ARRA Assistance Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

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

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) 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);
- (3) I&I Fund (established by Prior Resolution and continued hereby);
- (4) Series 2009 A Bonds Construction Trust Fund; and
- (5) Series 2009 B Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created 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 1999 Bonds Sinking Fund (established by Prior Resolution);
- (2) Series 1999 Bonds Reserve Account (established by Prior Resolution);
- (3) Series 2003 A Bonds Sinking Fund (established by Prior Resolution);
- (4) Series 2003 A Bonds Reserve Account (established by Prior Resolution);
- (5) Series 2009 A Bonds Sinking Fund;
- (6) Series 2009 A Bonds Reserve Account;
- (7) Series 2009 B Bonds Sinking Fund; and

(8) Series 2009 B Bonds Reserve Account.

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

(1) The Issuer shall first, each month, pay from the monies in the Revenue Fund all 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 (i) remit to the Commission, as appropriate, the amounts required to pay principal of the Prior Bonds, as required by the Prior Resolutions; (ii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 A 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; and (iii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 B Bonds, for deposit in the Series 2009 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i)

remit to the Commission, as appropriate, the amounts required by the Prior Resolutions for deposit in the respective Reserve Accounts for the Prior Bonds; (ii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 A Bonds, if not fully funded upon issuance of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement; and (iii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2009 B Bonds, if not fully funded upon issuance of the Series 2009 B Bonds, for deposit in the Series 2009 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 B Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, a sum equal to 2 ½% of the Gross Revenues each month (as previously set forth in the Prior Resolutions and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, on the first day of the month, transfer from the Revenue Fund and deposit into the I&I Fund,

all amounts remaining in the Revenue Fund after making the transfers set forth in paragraphs 1 through 5 above, until the sum of \$18,000 has been deposited therein during the then current month. All funds in the I&I Fund shall be kept separate and apart from all other funds of the Issuer and the Depository Bank.

Withdrawals and disbursements from the I&I Fund shall be made by the Issuer only for correcting problems with inflow and infiltration with respect to the System and only in accordance with the applicable orders of the PSC, provided that the I&I Fund shall only be required to be maintained and funded as long as required by the PSC.

Monies in the Series 2009 A Bonds Sinking Fund and Series 2009 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 A Bonds and Series 2009 B Bonds, respectively, as the same shall become due. Monies in the Series 2009 A Bonds Reserve Account and Series 2009 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 A Bonds and Series 2009 B Bonds, respectively, as the same shall come due, when other monies in the Series 2009 A Bonds Sinking Fund and Series 2009 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

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

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

As and when additional Bonds ranking on a parity with the Series 2009 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 requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2009 A Bonds Sinking Fund, the Series 2009 A Bonds Reserve Account, the

Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2009 A Bonds and the Series 2009 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 A Bonds Sinking Fund, the Series 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 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. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2009 A Bonds Sinking Fund, the Series 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 A Bonds Sinking Fund, the Series 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2009 A Bonds and Series 2009 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, if any, and reserve account payments with respect to the Series 2009 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. 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 SRF Administrative Fee as set forth in the Schedule Y attached to the ARRA Assistance Agreement for the Series 2009 Bonds.

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

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to

be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

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

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

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

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

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

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

(c) Next, from the proceeds of the Series 2009 A Bonds, there shall be deposited with United Bank an amount sufficient to pay in full the outstanding principal of, interest on, for the Prior Note on the Closing Date.

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

(e) After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 A Bonds shall be used to fund the Series 2009 A Bonds Reserve Account, if not funded upon issuance of the Series 2009 A Bonds, in an amount not to exceed the Series 2009 A Bonds Reserve Requirement; provided that, in no event shall more than 10% of the proceeds of the Series 2009 A Bonds be deposited in the Series 2009 A Bonds Reserve Account. Any remaining proceeds thereafter shall be used as directed by the DEP.

B. From the monies received from the sale of the Series 2009 B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

(a) From the proceeds of the Series 2009 B Bonds, there shall first be deposited with the Commission in the Series 2009 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2009 B Bonds for

the period commencing on the date of issuance of the Series 2009 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

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

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

(d) After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 B Bonds shall be used as directed by the DEP.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2009 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2009 A Bonds Construction Trust Fund shall be made only after submission to and approval from the DEP, of a completed and signed "Payment Requisition Form," a form of which is attached to the ARRA Assistance Agreement for the Series 2009 A Bonds and Series 2009 B Bonds, in compliance with the construction schedule, and

Pending such application, monies in the respective Bond Construction Trust Funds shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2009 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2009 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The payment of the debt service of the Series 2009 A Bonds and the Series 2009 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 such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

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

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the Issuer of such effect. Such rates and charges shall be sufficient to comply with the requirements of the ARRA Assistance Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Recommended Decision of the Public Service Commission of West Virginia entered July 25, 2008, which became Final Order on August 14, 2008 in Case No. 08-0525-PSD-CN, and such rates are hereby adopted.

So long as the Series 2009 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 ARRA Assistance Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2009 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the ARRA Assistance 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 ARRA Assistance Agreement.

Section 7.05. Sale of the System. So long as the Series 2009 Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP 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 fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2009 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the DEP and 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, if any, on the Series 2009 Bonds. Any balance remaining after the payment of the Series 2009 Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund

shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of \$50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2009 Bonds and the Prior Bonds. All obligations issued by the Issuer after the issuance of the Series 2009 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2009 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2009 Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2009 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the DEP and 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 Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2009 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided.

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

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

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

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

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

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

fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

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

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

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

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

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner

and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the DEP and the Authority, or any other original purchaser of the Series 2009 Bonds, and shall mail in each year to any Holder or Holders of the Series 2009 Bonds, requesting the same, an annual report containing the following:

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 Bonds, and shall submit said report to the DEP and the Authority, or any other original purchaser of the Series 2009 Bonds. Such audit report submitted to the DEP and the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the ARRA Assistance 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 ARRA Assistance Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the DEP and the Authority, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the DEP and the Authority, 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 DEP and the Authority with respect to the System pursuant to the Act.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of the ARRA Assistance Agreement for the Series 2009 Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2009 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2009 Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2009 A Bonds Reserve Account, the Series 2009 B Bonds Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series 2009 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2009 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 DEP and 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 DEP and 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 DEP and 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 respective ARRA Assistance Agreement, and forward a copy of such report to the DEP and the Authority 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 ARRA Assistance 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 DEP and the Authority, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the DEP and 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 DEP 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 DEP and 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 require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the ARRA Assistance Agreement for the Series 2009 Bonds as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. 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 ARRA Assistance Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the 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. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

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

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

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

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

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

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

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

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the DEP and the Issuer shall verify such insurance prior to commencement of construction. In the event the ARRA Assistance 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. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Completion and Operation of Project; Permits and Orders.

The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall 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 2009 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2009 Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. Compliance with ARRA Assistance Agreement and Law.

The Issuer shall perform, satisfy and comply with all the terms and conditions of the ARRA Assistance Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the DEP and 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 will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Change Orders, Public Releases.

A. The Issuer shall, simultaneously with the delivery of the Series 2009 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2009 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 DEP before expending any proceeds of the Series 2009 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP and 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

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2009 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2009 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2009 Bonds as a condition to issuance of the Series 2009 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2009 Bonds as may be necessary in order to maintain the status of the Series 2009 Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2009 Bonds which would cause any bonds, the interest on which

is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2009 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 DEP, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2009 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2009 Bonds:

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

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

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

(4) If default occurs with the Prior Bonds.

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

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

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

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

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

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

Legislation, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

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

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2009 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2009 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2009 Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2009 Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior 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. Effective Date. This Resolution shall take effect immediately upon adoption.

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Adopted this 8th day of October, 2009.


Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board
of NORTH BECKLEY PUBLIC SERVICE DISTRICT on the 8th day of October, 2009.

Dated: October 29, 2009.

[SEAL]



Secretary

10.07.09
662490.00002

EXHIBIT A

ARRA Assistance Agreement included in bond transcript as Documents 3.

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

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 SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), OF NORTH BECKLEY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE ARRA AGREEMENT AGREEMENTS 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 North Beckley Public Service District (the "Issuer") has duly and officially adopted a bond resolution on October 8, 2009 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$4,544,324 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM), SEWER REVENUE BONDS AND \$2,415,521 IN AGGREGATE PRINCIPAL AMOUNT OF SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA); 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 ARRA ASSISTANCE AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), of the Issuer (collectively, the "Bonds" and individually, the "Series 2009 A Bonds" and the "Series 2009 B Bonds"), in the respective aggregate principal amounts not to exceed \$4,544,324 and \$2,415,521, and has authorized the execution and delivery of the ARRA assistance agreement relating to the Series 2009 A Bonds and Series 2009 B Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (collectively, the "ARRA Assistance Agreement"), all in accordance with Chapter 16, Article 13A and Chapter 22C, Article 2 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 ARRA Assistance Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

WHEREAS, the Bonds are proposed to be purchased by the Authority pursuant to the ARRA Assistance Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF NORTH BECKLEY 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. Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$4,544,324. The Series 2009 A Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2041, and shall bear no interest. The principal of the Series 2009 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2011, to and including March 1, 2041, and in the amounts as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Series 2009 A Bonds. The Series 2009 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the ARRA Assistance Agreement, so long as the Authority shall be the registered owner of the Series 2009 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1% of the principal amount of the Series 2009 A Bonds set forth in the "Schedule Y" attached to the ARRA Assistance Agreement.

B. Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of \$2,415,521. The Series 2009 B Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2021, and shall bear no interest. The principal of the Series 2009 B Bonds shall be forgivable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2011, to and including March 1, 2021, and in the amounts as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Series 2009 B Bonds. The Series 2009 B Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the ARRA Assistance Agreement, so long as the Authority shall be the registered owner of the Series 2009 B Bonds. The Series 2009 B Bonds shall not be subject to the SRF Administrative Fee.

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

Section 3. The Issuer does hereby authorize, approve, ratify and accept the ARRA Assistance Agreement, and the execution and delivery of the ARRA Assistance 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 ARRA Assistance Agreement and in the applications to the DEP and the Authority. The price of the Bonds shall be 100%

of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

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

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

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

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

Section 8. Series 2009 A Bonds proceeds in the amount of \$17,870 shall be deposited in the Series 2009 A Bonds Reserve Account to fund the Series 2009 A Bonds Reserve Account.

Section 9. Series 2009 A Bonds proceeds in the amount of \$159,521 shall be wired to United Bank, Inc., Beckley, West Virginia to pay the outstanding principal balance of and all accrued interest on the Issuer's United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000 (the "Prior Note").

Section 10. Series 2009 B Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2009 B Bonds Reserve Account.

Section 11. Series 2009 B Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2009 B Bonds Sinking Fund, as capitalized interest.

Section 12. The balance of the proceeds of the Series 2009 A Bonds and the Series 2009 B Bonds shall be deposited in or credited to the respective Bond Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Series 2009 Bonds and related costs.

Section 13. The Issuer does hereby direct the West Virginia Municipal Bond Commission to transfer excess funds of the Issuer in the amount of \$133,610 to the Series 2009 A Bonds Reserve Account. The \$133,610 transfer and \$17,870 deposit will fully fund the Series 2009 A Bonds Reserve Account.

Section 14. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered on or about October 29, 2009, to the Authority pursuant to the ARRA Assistance Agreement.

Section 15. The payment of the Prior Note 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 16. 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 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 or time accounts, until further directed in writing by the Issuer. Moneys in the Sinking Funds and the Reserve Accounts shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 17. The ARRA requirements in the ARRA Assistance Agreement are attached hereto as Exhibit A and hereby incorporated by reference.

Section 18. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 8th day of October, 2009.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe Winters
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of North Beckley Public Service District on the 8th day of October, 2009.

Dated: October 29, 2009.

[SEAL]


Secretary

10.01.09
662490.00002

EXHIBIT A

SPECIAL CONDITIONS – ARRA FUNDED PROJECTS

A. PUBLIC RELEASE REQUIREMENT – The Local Government 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. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives \$500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and is approved by DEP.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by February 17, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government 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.

I. SUSPENSION AND DEBARMENT – The Local Government 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 DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government 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 ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than 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 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime

contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government 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 Government 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 governments, 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.

R. BOND DESIGNATION – Each Local Bond funded by ARRA funds shall be designated “Series [2009] B” and shall contain “(WVCWSRF Program/ARRA)” in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved or enacted customer rates for at least eighteen months after completion of the Project or until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses.

T. RESERVE ACCOUNT –The Local Government shall contribute \$133,610 from excess funds at the West Virginia Municipal Bond Commission for deposit into the Series 2009 A Reserve Account. Not more than \$22,145 of the proceeds of the Series 2009 A Bonds may be deposited to the Series 2009 A Reserve Account.

SRF-ARRA/PSD
(04/02/09)

ARRA ASSISTANCE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND ARRA ASSISTANCE AGREEMENT (the "ARRA Assistance Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

NORTH BECKLEY PUBLIC SERVICE DISTRICT (C-544157-03/2007S-1003)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, the United States Congress has provided additional capitalization grant funding under the Clean Water Act through the American Recovery and Reinvestment Act of 2009 (the "ARRA");

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to direct the distribution of loans to particular local governments pursuant to the Clean Water Act and the ARRA;

WHEREAS, under the Act the DEP 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 DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, the ARRA provides that at least fifty percent (50%) of the funds provided through the capitalization grant be provided as negative interest loans or principal forgiveness (the "ARRA Assistance");

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans from the Fund to local governments for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act, the ARRA and the Act;

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

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

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment 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 Government;

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

WHEREAS, the Local Government has completed and filed with the Authority and DEP an Application for a Loan with attachments and exhibits and an Amended Application for a 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 DEP are willing to lend the Local Government the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Government with

moneys held in the Fund, subject to the Local Government'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 Government, DEP and the Authority hereby agree as follows:

ARTICLE I

Definitions

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

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

1.3 "Loan" means the loan to be made by the Authority and DEP to the Local Government through the purchase of Local Bonds, as hereinafter defined, pursuant to this ARRA Assistance Agreement.

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

1.5 "Local Bonds" means the revenue bonds to be issued by the Local Government 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 ARRA Assistance Agreement.

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

1.7 "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, including ARRA Assistance.

1.8 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Clean Water Act and administered by DEP.

1.9 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.10 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

1.11 "System" means the wastewater treatment facility owned by the Local Government, 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 ARRA Assistance 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 Local Government by the Consulting Engineers, the DEP 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 ARRA Assistance Agreement and the Local Act, the Local Government has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared for the Local Government by the Consulting Engineers.

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

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

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP 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 Government agrees that it will permit the Authority and DEP and their respective agents to have access to the records of the Local Government pertaining to the operation and maintenance of the System at any reasonable time 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 Government 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 Government 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 DEP and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) 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 Government, 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 Government 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 Government 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 Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP 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, DEP and the Local Government 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 Government shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall 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 ARRA Assistance Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP 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 Government, 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 B and incorporated herein by reference, and forward a copy by the 10th of each month to DEP and the Authority.

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

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

2.15 The Local Government shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority 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 DEP to make the Loan is subject to the Local Government's fulfillment, to the satisfaction of the Authority and DEP, 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 Government shall have delivered to the Authority and DEP a report listing the specific purposes for which the proceeds of the Loan will be expended and the procedures as to the disbursement of loan proceeds, including an estimated monthly draw schedule;

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

(c) The Local Government 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 Government 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 Government 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 DEP shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit D;

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

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

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

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, 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 DEP shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

(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 DEP shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of wastewater treatment projects and satisfactory to the Authority and DEP, to such effect, such certificate to be in form and substance satisfactory to the Authority and DEP, and evidence satisfactory to the Authority and DEP of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this ARRA Assistance Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government including rules, regulations and procedures promulgated under the Clean Water Act and/or the ARRA, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Government 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 ARRA Assistance 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 Government 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, DEP and the Local Government. 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 ARRA Assistance Agreement by the Authority or such later date as is agreed to in writing by DEP.

3.5 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for loans from the Fund to finance wastewater treatment projects and that the obligation of the Authority to make any such loan is subject to the Local Government's fulfilling all of the terms and conditions of this ARRA Assistance Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Government 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 such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the prior approval of DEP.

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

ARTICLE IV

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

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government 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) unless waived or modified by Schedule X and 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, if applicable); 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 Government 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 net or gross revenues of the System as provided in the Local Act;

(ii) Unless waived in Schedule X, 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 Government shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, provided that 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 such 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 Government 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 DEP; 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 Local Government 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 Government 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 Government 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 Government will not grant any franchise to provide any services which would compete with the System;

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

(xii) That the Local Government shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and DEP 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 Government 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 Local Government, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and DEP, 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 Government may authorize redemption of the Local Bonds with 30 days written notice to 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 Government 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 Government shall complete the Monthly Payment Form, attached hereto as Exhibit F 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 Government shall authorize the Commission to electronically sweep the monthly payments from its general revenue fund or by such other means as the Authority shall direct in writing;

(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 Local Government 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 Government 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 DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and DEP 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 Government shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Local Government, then the Local Government shall enter into a termination agreement with the water provider; and

(xxi) That the Local Government shall submit all proposed change orders to the DEP for written approval. The Local Government shall obtain the written approval of the DEP 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 Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Government 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 G.

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

4.3 At least five percent (5%) 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 DEP monthly as required by the Local Government 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 Government, the DEP 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 SRF 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 Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the SRF Regulations, the Local Government agrees to pay from time to time, if required by the Authority and DEP, the Local Government's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be determined by the Authority and shall include, without limitation, Program expenses, legal fees paid by the Authority and fees

paid to the trustee and paying agents for any bonds or notes to be issued by the Authority for contribution to the Fund and the fees and expenses of any corporate trustee for 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 Government; Imposition and Collection of User Charges; Payments To Be Made by Local Government to the Authority

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this ARRA Assistance Agreement and the Local Act. The Local Government 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 ARRA Assistance Agreement, the Local Government 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 ARRA Assistance Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to this ARRA Assistance 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 Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Government, 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 Government

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

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this ARRA Assistance 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 DEP shall have the right to cancel all or any of their obligations under this ARRA Assistance Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government 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 SRF Regulations or this ARRA Assistance Agreement.

6.3 The Local Government hereby agrees to give the Authority and DEP 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.

ARTICLE VII

Miscellaneous

7.1 Schedules X and Y shall be attached to this ARRA Assistance 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 Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

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

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

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

7.5 This ARRA Assistance 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 ARRA Assistance Agreement, notwithstanding the date hereof, the Local Government 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 ARRA Assistance Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Government from either the Authority or DEP;

(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 DEP if the Local Government has failed to deliver the Local Bonds to the Authority;

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

(iv) unless waived or modified by Schedule X, payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Government to the Authority or DEP; provided that the amount of the Loan made under this ARRA Assistance Agreement in any succeeding fiscal year is contingent upon funds being appropriated by the State legislature or otherwise being available to make the Loan. In the event funds are not appropriated or otherwise available to make all of the Loan, the responsibility of the Authority and DEP to make all the Loan is terminated; provided further that the obligation of the Local Government to repay the outstanding amount of the Loan made by the Authority and DEP is not terminated due to such non-funding on any balance of the Loan. The DEP agrees to use its best efforts to have the amount contemplated under this ARRA Assistance Agreement included in its budget. Non-appropriation or non-funding of the Loan shall not be considered an event of default under this ARRA Assistance Agreement.

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

NORTH BECKLEY PUBLIC SERVICE DISTRICT

(SEAL)

Attest:


Its: Secretary

By: Joe Dickler
Its: Chairman
Date: October 29, 2009

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: Steve Mallon
Its: Acting Director
Date: October 29, 2009

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

Attest:


Its: Secretary-Treasurer

By: [Signature]
Its: Executive Director
Date: October 29, 2009

{C1609319.1}

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B

MONTHLY FINANCIAL REPORT

Name of Local Government _____

Name of Bond Issue(s) _____

Type of Project _____ Water _____ Wastewater _____

Fiscal Year _____ Report Month _____

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

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 Government 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 Government 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 Government.

The Local Government 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 C

PAYMENT REQUISITION FORM

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

EXHIBIT D

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 meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the ARRA Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated _____.

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

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

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

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

By _____
West Virginia License No.

[SEAL]

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

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

EXHIBIT E

SPECIAL CONDITIONS – ARRA FUNDED PROJECTS

The Local Government shall include the following covenants in its bond authorizing documents:

A. PUBLIC RELEASE REQUIREMENT – The Local Government 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. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives \$500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and as approved by DEP. New systems shall submit the asset management plan to DEP when the Project is complete. Existing systems shall submit the asset management plan to DEP within six months following completion of the Project.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by February 17, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government 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.

I. SUSPENSION AND DEBARMENT – The Local Government 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 DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government 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 ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than 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 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL

guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government 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 Government 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 governments, 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.

R. BOND DESIGNATION – Each Local Bond shall be designated “Series [2009] B” and shall contain “(WVCWSRF Program/ARRA)” in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved customer rates for at least eighteen months after completion of the Project or (a) until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses or (b) new rates have been established by order of the Public Service Commission. The Local Government shall notify the Authority and the DEP of any action to reduce rates during the eighteen months following completion of construction of the Project.

T. RESERVE ACCOUNT – The Local Government shall contribute \$133,610 from excess funds at the West Virginia Municipal Bond Commission for

deposit into the Series 2009 A Reserve Account. Not more than \$22,145 of the proceeds of the Series 2009 A Bonds may be deposited to the Series 2009 A Reserve Account.

EXHIBIT F

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 Local Government] on [Date].

Sinking Fund:

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

Witness my signature this ____ day of _____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Loan Closing]

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

West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

Ladies and Gentlemen:

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

_____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a ARRA assistance agreement dated _____, _____, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, _____ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the ARRA Assistance 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 ARRA Assistance 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 Government on _____, as supplemented by the supplemental

resolution duly adopted by the Local Government on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the ARRA Assistance 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 ARRA Assistance 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 ARRA Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

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

3. The Local Government 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 Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the ARRA Assistance Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Government to the Authority and are valid, legally enforceable and binding special obligations of the Local Government, 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,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

A. Series A Bonds (CWSRF Base Program)

Principal Amount of Local Bonds \$4,544,324

Purchase Price of Local Bonds \$4,544,324

The Local Bonds shall bear no interest. Commencing March 1, 2011, principal 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 Government 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 Government 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 Government 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 only and the Local Bonds shall grant the Authority a first lien on the net or gross revenues of the Local Government's system as provided in the Local Act.

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

- (i) North Beckley Public Service District Sewerage System Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898; and

- (ii) North Beckley Public Service District Sewerage System Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741.

Number of New Customers to Be Served: 30

Location: Lanark area along State Route 41 and Stanaford Branch

B. Series B Bonds (ARRA)

Principal Amount of Local Bonds \$2,415,521

Purchase Price of Local Bonds \$2,415,521

The Local Bonds shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Bonds. Principal forgiveness shall begin on March 1, 2011 and shall be made quarterly thereafter (March 1, June 1, September 1 and December 1 of each year) as set forth on Schedule Y attached hereto and incorporated herein by reference.

The Local Bonds are fully registered in the name of the Authority.

The Local Government shall make monthly payments into the Renewal and Replacement Fund as required by Section 4.1 of this Agreement for at least the term of the Local Bonds.

The Local Government shall notify the Authority and the Council of any proposed bond indebtedness secured by the revenues of the System.

SCHEDULE Y
DEBT SERVICE SCHEDULE

0% Interest Rate, 1% Administrative fee			
30 Years			
	Dated Date		10/29/09
	Delivery Date		10/29/09
			Series A
Period Ending	Principal	Interest	Debt Service
10/29/09			
6/1/11	37,870		37,870
9/1/11	37,870		37,870
12/1/11	37,870		37,870
3/1/12	37,870		37,870
6/1/12	37,870		37,870
9/1/12	37,870		37,870
12/1/12	37,870		37,870
3/1/13	37,870		37,870
6/1/13	37,870		37,870
9/1/13	37,870		37,870
12/1/13	37,870		37,870
3/1/14	37,870		37,870
6/1/14	37,870		37,870
9/1/14	37,870		37,870
12/1/14	37,870		37,870
3/1/15	37,870		37,870
6/1/15	37,870		37,870
9/1/15	37,870		37,870
12/1/15	37,870		37,870
3/1/16	37,870		37,870
6/1/16	37,870		37,870
9/1/16	37,870		37,870
12/1/16	37,870		37,870
3/1/17	37,870		37,870
6/1/17	37,870		37,870
9/1/17	37,870		37,870
12/1/17	37,870		37,870
3/1/18	37,870		37,870
6/1/18	37,870		37,870
9/1/18	37,870		37,870
12/1/18	37,870		37,870
3/1/19	37,870		37,870
6/1/19	37,870		37,870
9/1/19	37,870		37,870
12/1/19	37,870		37,870
3/1/20	37,870		37,870

0% Interest Rate, 1% Administrative fee			
30 Years			
Period Ending	Principal	Interest	Debt Service
6/1/20	37,870		37,870
9/1/20	37,870		37,870
12/1/20	37,870		37,870
3/1/21	37,870		37,870
6/1/21	37,870		37,870
9/1/21	37,870		37,870
12/1/21	37,870		37,870
3/1/22	37,869		37,869
6/1/22	37,869		37,869
9/1/22	37,869		37,869
12/1/22	37,869		37,869
3/1/23	37,869		37,869
6/1/23	37,869		37,869
9/1/23	37,869		37,869
12/1/23	37,869		37,869
3/1/24	37,869		37,869
6/1/24	37,869		37,869
9/1/24	37,869		37,869
12/1/24	37,869		37,869
3/1/25	37,869		37,869
6/1/25	37,869		37,869
9/1/25	37,869		37,869
12/1/25	37,869		37,869
3/1/26	37,869		37,869
6/1/26	37,869		37,869
9/1/26	37,869		37,869
12/1/26	37,869		37,869
3/1/27	37,869		37,869
6/1/27	37,869		37,869
9/1/27	37,869		37,869
12/1/27	37,869		37,869
3/1/28	37,869		37,869
6/1/28	37,869		37,869
9/1/28	37,869		37,869
12/1/28	37,869		37,869
3/1/29	37,869		37,869
6/1/29	37,869		37,869
9/1/29	37,869		37,869
12/1/29	37,869		37,869

0% Interest Rate, 1% Administrative fee			
30 Years			
Period Ending	Principal	Interest	Debt Service
3/1/30	37,869		37,869
6/1/30	37,869		37,869
9/1/30	37,869		37,869
12/1/30	37,869		37,869
3/1/31	37,869		37,869
6/1/31	37,869		37,869
9/1/31	37,869		37,869
12/1/31	37,869		37,869
3/1/32	37,869		37,869
6/1/32	37,869		37,869
9/1/32	37,869		37,869
12/1/32	37,869		37,869
3/1/33	37,869		37,869
6/1/33	37,869		37,869
9/1/33	37,869		37,869
12/1/33	37,869		37,869
3/1/34	37,869		37,869
6/1/34	37,869		37,869
9/1/34	37,869		37,869
12/1/34	37,869		37,869
3/1/35	37,869		37,869
6/1/35	37,869		37,869
9/1/35	37,869		37,869
12/1/35	37,869		37,869
3/1/36	37,869		37,869
6/1/36	37,869		37,869
9/1/36	37,869		37,869
12/1/36	37,869		37,869
3/1/37	37,869		37,869
6/1/37	37,869		37,869
9/1/37	37,869		37,869
12/1/37	37,869		37,869
3/1/38	37,869		37,869
6/1/38	37,869		37,869
9/1/38	37,869		37,869
12/1/38	37,869		37,869
3/1/39	37,869		37,869
6/1/39	37,869		37,869
9/1/39	37,869		37,869
12/1/39	37,869		37,869
3/1/40	37,869		37,869
6/1/40	37,869		37,869

10 Years			
	Dated Date	10/29/09	
	Delivery Date	10/29/09	
		Series B	
Period Ending	Debt Service	Principal Forgiveness	
10/29/09			
6/1/11	-60,388	-60,388	
9/1/11	-60,388	-60,388	
12/1/11	-60,388	-60,388	
3/1/12	-60,388	-60,388	
6/1/12	-60,388	-60,388	
9/1/12	-60,388	-60,388	
12/1/12	-60,388	-60,388	
3/1/13	-60,388	-60,388	
6/1/13	-60,388	-60,388	
9/1/13	-60,388	-60,388	
12/1/13	-60,388	-60,388	
3/1/14	-60,388	-60,388	
6/1/14	-60,388	-60,388	
9/1/14	-60,388	-60,388	
12/1/14	-60,388	-60,388	
3/1/15	-60,388	-60,388	
6/1/15	-60,388	-60,388	
9/1/15	-60,388	-60,388	
12/1/15	-60,388	-60,388	
3/1/16	-60,388	-60,388	
6/1/16	-60,388	-60,388	
9/1/16	-60,388	-60,388	
12/1/16	-60,388	-60,388	
3/1/17	-60,388	-60,388	
6/1/17	-60,388	-60,388	
9/1/17	-60,388	-60,388	
12/1/17	-60,388	-60,388	
3/1/18	-60,388	-60,388	
6/1/18	-60,388	-60,388	
9/1/18	-60,388	-60,388	
12/1/18	-60,388	-60,388	
3/1/19	-60,388	-60,388	
6/1/19	-60,388	-60,388	
9/1/19	-60,388	-60,388	
12/1/19	-60,388	-60,388	
3/1/20	-60,388	-60,388	
6/1/20	-60,388	-60,388	
9/1/20	-60,388	-60,388	
12/1/20	-60,388	-60,388	
3/1/21	-60,389	-60,389	
	2,415,521	2,415,521	



STEPTOE & JOHNSON
P L L C
ATTORNEYS AT LAW

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

Writer's Contact Information
(304) 353-8196 - Telephone
(304) 353-8181 - Facsimile
john.stump@stepto-johnson.com

October 9, 2009

VIA HAND DELIVERY

Sandra Squire, *Executive Secretary*
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

RECEIVED
2009 OCT - 9 1 P 1:31
WVA PUBLIC SERVICE
COMMISSION OFFICE

Re: CASE NO. 08-0525-PSD-CN
**NORTH BECKLEY PUBLIC SERVICE DISTRICT
RALEIGH COUNTY, WEST VIRGINIA**

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations relating to its sewer system in Raleigh County and for approval of financing relating thereto.

Dear Ms. Squire:

For filing on behalf of the North Beckley Public Service District (the "District"), please find an original and twelve (12) copies of a revised affidavit by the District's certified public accountant affirming that the rates and charges for the District: (i) are not affected by the revised funding which includes a \$4,544,324 Clean Water State Revolving Fund loan payable over 30 years with a 0% interest rate and a 1% administrative fee, a \$2,415,521 forgivable loan from the Clean Water State Revolving Fund, and a \$70,000 local grant; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the loans.

I ask that you please file the revised affidavit and distribute the additional copies to the appropriate parties at the Commission. Additionally, please date stamp the file copy provided and return it with our messenger. Thank you in advance for your attention to the foregoing, and please do not hesitate to contact me should you have any questions.

Sincerely,

John C. Stump
(WVSB No. 6385)

JCS/bsl
Enclosures

cc: Donna F. Sawyers, General Manager (w/o encl.)
Michael Griffith, CPA (w/o encl.)

662490.00002

CH5200026.1



PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 08-0525-PSD-CN

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations relating to its sewer system in Raleigh County and for approval of financing relating thereto.

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

AFFIDAVIT

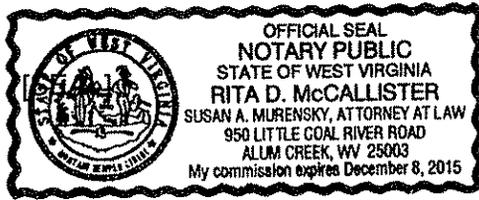
I, Michael Griffith, CPA, after making an oath of affirmation to tell the truth, say that, I have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 08-0525-PSD-CN dated July 25, 2008 which approved the funding of a \$4,831,042 Clean Water State Revolving Fund loan payable over 30 years with a 0% interest rate and a 1/2% administrative fee, and based upon all the information that has been provided to me to date, I am of the opinion that the rates and charges for the District (i) are not affected by the revised funding which includes a \$4,544,324 Clean Water State Revolving Fund loan payable over 30 years with a 0% interest rate and a 1% administrative fee, a \$2,415,521 forgivable loan from the Clean Water State Revolving Fund, and a \$70,000 local grant; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the loans.

This Affidavit is executed on the 8th day of October, 2009

Michael Griffith, CPA, AFI
Michael Griffith, CPA, AFI

Taken, subscribed and sworn to before me this 8th day of October, 2009.

My commission expires 12-8-2015



Rita D. McCallister
Notary Public

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Issued: July 25, 2008

CASE NO. 08-0525-PSD-CN

FINAL

8/14/2008

NORTH BECKLEY PUBLIC SERVICE DISTRICT,
a public utility, Beckley, Raleigh County.

Application for a certificate of convenience and necessity
for the construction, operation and maintenance of improvements
and renovations relating to its sewer system in Raleigh County
and for approval of financing related thereto.

RECOMMENDED DECISION

On April 9, 2008, North Beckley Public Service District ("District") filed with the Public Service Commission ("Commission") an application for a certificate of convenience and necessity to extend its sewer system into the Lanark area of Raleigh County, adding 301 customers to its customer base of 3,200 customers. The District did not request rate increases, but did request some changes to its tariff, as follows: adding a monthly flat rate charge of \$37.64 per month (based on 4,500 gallons of water usage) for customers with non-metered water supply, changing the \$300 tap fee to \$100 for preconstruction taps and \$350 for taps outside a certificate proceeding, changing its reconnect fee to the format of "Water Disconnect/Reconnect/Administrative Fees" and increasing the amount from \$20 to \$25, adding a surcharge applicable when a user produces unusual waste, adding a special surcharge applicable when a plant's waste cannot accurately be measured by a meter and the plant cannot install a flow meter, adding a commodity charge for wastewater and leachate haulers, and changing the District's leak adjustment rate from \$.47 to \$1.00 per thousand gallons. Supporting documentation was filed.

Also on April 9, 2008, the Commission directed the District to publish a Notice of Filing, which provided that, if no protest was filed within thirty days after the date of publication, the Commission might waive formal hearing and grant the application based upon its review of the evidence submitted with the application. The Notice of Filing clarified that the District was requesting changes to its tariff and included the District's present tariff and the proposed tariff, thereby showing all proposed changes to the tariff.

On April 25, 2008, by Order, the Commission referred this matter to the Division of Administrative Law Judges for decision no later than November 5, 2008, if a timely protest was received, and no later than August 22, 2008, if no such protest was filed.

On May 1, 2008, Staff Attorney Meyishi Blair filed an Initial Joint Staff Memorandum, listing further information that Staff needed for its review. Also filed were discovery requests Staff was serving on the District.

On May 2, 2008, the District filed an affidavit of publication of the Notice of Filing on April 22, 2008, in The Register-Herald, published in Raleigh County.

On May 14, 2008, the District filed its responses to Staff's discovery requests.

On June 9, 2008, the undersigned issued a Procedural Order noting that, in that no protest had been filed, the decision due date in this matter is August 22, 2008, and requiring Staff to file its final memorandum no later than July 8, 2008.

On July 2, 2008, Ms. Blair filed a Further Initial Joint Staff Memorandum explaining that Staff had not completed its financial review, thereby delaying the filing of the final Staff memorandum.

On July 9, 2008, Ms. Blair filed the Final Joint Staff Memorandum, with an attached memorandum from Lisa Bailey, of the Engineering Division, and Nathan Nelson, of the Water and Wastewater Division, which included the following: This project, which has been approved by the West Virginia Infrastructure and Jobs Development Council, will provide sewer service to approximately 290 residential customers, 10 commercial customers, and a post office in the Lanark area of Raleigh County.¹ It will consist of nine gravity sewer lines, two pump stations, and one mile of force main to connect the extension to the existing sewer system. The potential customers have no sewer service and have failing septic systems; the area is polluted and raw sewage is being discharged that ultimately flows into the New River. The project is necessary to enhance the public safety and to positively impact the long-term viability of the area. The project is estimated to cost \$4,831,042, including an estimated construction cost of \$3,291,945, and the entire cost of the project will be funded by a Clean Water State Revolving Fund loan, payable over thirty years with a 0% interest rate and a one-half percent administrative fee. The District is operating under NPDES Permit No. WV0027740, issued on June 18, 2004, and expiring June 17, 2009. All necessary permits and

¹Staff clarified that this project is part of Phase III of a three-phase project. Phase I included upgrading the wastewater treatment plant to a capacity of 2.5 mgd. Phase II extended service into areas without sewer service, adding approximately 800 customers. Phase III is to extend service into the Lanark and Piney View areas, but has been divided into two parts, Phase III-A and Phase III-B. This project is Phase III-A.

regulatory approvals have either been issued or will be available prior to the start of construction; the outstanding permits include the DEP Public Land Permit, DOT permit, and the NPDES Construction Permit. Of concern to Staff is that the District has acquired no easements, but it has hired an easement agent and expects to meet the 70% requirement prior to awarding the project bids. Staff found the project needed and its costs and design reasonable and appropriate. Staff recommended that the application be granted and the project approved, contingent upon receipt and filing of the outstanding permits and upon filing of verification when the District has received 70% of the needed easements. Staff also recommended that the funding be approved. Noting that the District was granted a rate increase in Case No. 06-0503-PWD-19A, which became effective in January 2007, Staff agreed that no further rate increase is needed. Further, Staff recommended approval of all tariff changes proposed by the District, with two exceptions: The \$300 tap fee had been approved in the rate case, and the District had provided no support for increasing it to \$350. Accordingly, the Staff-recommended change in the tariff incorporated the District's proposed pre-construction \$100 tap fee, but changed the \$350 for other taps to \$300. Staff had calculated the \$.47 per thousand gallons leak adjustment rate in the rate case and the District had provided no support as to why it should be increased to \$1.00; Staff recommended that the leak adjustment rate remain \$.47 per thousand gallons.

DISCUSSION

The application will be granted and the project and its funding will be approved. The District has not objected to the Staff-recommended changes to its proposed tariff; the District proposed tariff, as modified by Staff, will be approved.

FINDINGS OF FACT

1. On April 9, 2008, North Beckley Public Service District filed with the Public Service Commission an application for a certificate of convenience and necessity to extend its sewer system into the Lanark area of Raleigh County, adding 301 customers to its customer base of 3,200 customers. The District did not request rate increases, but did request some changes to its tariff, as follows: adding a monthly flat rate charge of \$37.64 per month (based on 4,500 gallons of water usage) for customers with non-metered water supply, changing the \$300 tap fee to \$100 for preconstruction taps and \$350 for taps outside a certificate proceeding, changing its reconnect fee to the format of "Water Disconnect/Reconnect/Administrative Fees" and increasing the amount from \$20 to \$25, adding a surcharge applicable when a user produces unusual waste, adding a special surcharge applicable when a plant's waste cannot accurately be measured by a meter and the plant cannot install a flow meter, adding a commodity charge for wastewater and leachate haulers, and changing the District's leak adjustment rate from \$.47 to \$1.00 per thousand gallons. Supporting documentation was filed. (See application).

2. A Notice of Filing was published on April 22, 2008, in The Register-Herald, published in Raleigh County, and no protest was filed. The Notice of Filing clarified that the District was requesting changes to its tariff and included the District's present tariff and the proposed tariff, thereby showing all proposed changes to the tariff. (See notice, filed April 9, 2008; filing of May 2, 2008; case file generally).

3. The project was approved by the West Virginia Infrastructure and Jobs Development Council. (See Final Joint Staff Memorandum filed July 9, 2008).

4. The project will provide sewer service to approximately 290 residential customers, 10 commercial customers, and a post office in the Lanark area of Raleigh County. It will consist of nine gravity sewer lines, two pump stations, and one mile of force main to connect the extension to the existing sewer system. (See application; Final Joint Staff Memorandum).

5. The potential customers have no sewer service and have failing septic systems; the area is polluted and raw sewage is being discharged that ultimately flows into the New River. The project should enhance the public safety and positively impact the long-term viability of the area. (See Final Joint Staff Memorandum).

6. The project is estimated to cost \$4,831,042, including an estimated construction cost of \$3,291,945. (See application; Final Joint Staff Memorandum).

7. The project will be funded by a \$4,831,042 Clean Water State Revolving Fund loan, payable over thirty years with a 0% interest rate and a one-half percent administrative fee. (See application; filing of May 14, 2008; Final Joint Staff Memorandum).

8. The District is operating under NPDES Permit No. WV0027740, issued on June 18, 2004, and expiring June 17, 2009. All necessary permits and regulatory approvals have either been issued or will be available prior to the start of construction; the outstanding permits include the DEP Public Land Permit, DOT permit, and the NPDES Construction Permit. (See application; Final Joint Staff Memorandum).

9. The District has acquired no easements, but it has hired an easement agent and expects to meet the 70% requirement prior to awarding the project bids. (See Final Joint Staff Memorandum).

10. Staff found the project needed and its costs and design reasonable and appropriate. Staff recommended that the application be granted and the project approved, contingent upon receipt and filing of all outstanding permits and upon filing of verification when the District has received 70% of the needed easements. Staff also recommended that the funding be approved. (See Final Joint Staff Memorandum).

11. The District was granted a rate increase in Case No. 06-0503-PWD-19A, which became effective in January 2007, and Staff agreed with the District that no further rate increase is needed. (See Final Joint Staff Memorandum).

12. Staff also recommended approval of all tariff changes proposed by the District, with two exceptions: The \$300 tap fee had been approved in the rate case, and the District had provided no support for increasing it to \$350. Accordingly, the Staff-recommended change in the tariff incorporated the District's proposed pre-construction \$100 tap fee, but changed the \$350 for other taps to \$300. Staff had calculated the \$.47 per thousand gallons leak adjustment rate in the rate case and the District had provided no support as to why it should be increased to \$1.00; Staff recommended that the leak adjustment rate remain \$.47 per thousand gallons. (See Final Joint Staff Memorandum).

13. The District was provided ten days to file any objection to Staff's recommendations, and filed no objection. (See cover letter to the Final Joint Staff Memorandum; case file generally).

CONCLUSIONS OF LAW

1. It is appropriate, pursuant to W.Va. Code §§16-13A-25 and 24-2-11, to grant the application and to approve the project, contingent upon receipt and filing of all outstanding permits and upon filing of verification when the District has received 70% of the needed easements, because the public convenience and necessity require the project and no protest was filed.

2. It is appropriate to approve the funding.

3. It is appropriate to approve the proposed tariff changes, as modified by Staff and provided at Appendix A hereto, because they are reasonable and appropriate, to become effective upon the date on which this decision becomes final.

ORDER

IT IS, THEREFORE, ORDERED that the application filed on April 9, 2008, by North Beckley Public Service District to extend its sewer system into the Lanark area of Raleigh County is granted and the project is approved, contingent upon receipt and filing by North Beckley Public Service District of all outstanding permits and upon filing by North Beckley Public Service District of verification when the District has received 70% of the needed easements.

IT IS FURTHER ORDERED that the funding for the project, consisting of a \$4,831,042 Clean Water State Revolving Fund loan, payable over thirty years with a 0% interest rate and a one-half percent administrative fee, is approved.

IT IS FURTHER ORDERED that, if there is any change in the cost of the project, estimated at \$4,831,042, which affects rates, or in the scope, design or funding of the project, North Beckley Public Service District file a petition with the Commission for approval of such revisions.

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

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

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

IT IS FURTHER ORDERED that the changes to the tariff of North Beckley Public Service District, as provided in the Approved Tariff, Appendix A hereto, are approved, to become effective on the date on which this decision becomes final.

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

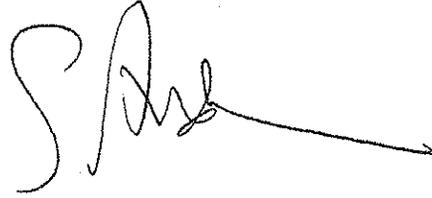
IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order upon Commission Staff by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

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

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

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in writing with the Executive Secretary. No such waiver will

be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

A handwritten signature in black ink, appearing to read 'Sunya Anderson', with a long horizontal stroke extending to the right.

Sunya Anderson
Administrative Law Judge

SA:s
080525aa.wpd

NORTH BECKLEY PUBLIC SERVICE DISTRICT
CASE NO. 08-0525-PSD-CN

APPROVED TARIFF

SCHEDULE I

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

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

RATES (Customers with metered water supply)

First	2,000 gallons used per month	\$ 9.07 per 1,000 gallons
Next	23,000 gallons used per month	\$ 7.80 per 1,000 gallons
All over	25,000 gallons used per month	\$ 5.21 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$18.14 per month, which is the equivalent of 2,000 gallons of usage.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent to 4,500 gallons of water, \$37.64

DELAYED PAYMENT PENALTY

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

DISCONNECT/RECONNECT/ADMINISTRATIVE FEE

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Beckley Water, a disconnection fee of \$25 shall be charged; or in the event the delinquent sewer bill is collected by the water company, an administrative fee of \$25 shall be charged.

Whenever water service which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Beckley Water, is reconnected, a reconnection fee of \$25 shall be charged.

TAP FEE

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

A tap fee of \$100 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 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

\$0.47 per 1,000 gallons is to be used when the bill reflects unusual water 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.

SCHEDULE II

SURCHARGE FORMULA TO BE APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE DISTRICT'S SANITARY SEWER SYSTEM

APPLICABILITY

Whenever the District has discovered that a customer's roof drain, down spout, storm sewer, or other similar facilities conducting surface water have been connected to the District's sewer system, and such customer has failed to take appropriate action within thirty (30) days of receipt of a demand by the District, in accordance with the Rules and Regulations of the Public Service Commission, to eliminate such connection, a surcharge will be imposed upon the customer calculated on the basis of the following formula:

S	=	A x R x .0006233 x C
S	-	The surcharge in dollars
A	-	The area under roof and/or the area of any other water collection surface connected to the sanitary sewer, in square feet
R	-	The measured monthly rainfall, in inches
0.0006233	-	A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water
C	-	The District's approved rate per thousand gallons of metered water usage

The City shall not impose the surcharge unless, and until, the customer has been notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing, dye testing, or on-site inspection that rain or other surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has not acted within thirty (30) days from receipt of such notice to divert the water from the sanitary sewer system.

Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to the possible termination of water service in accordance with the Rules and Regulations of the Public Service Commission in West Virginia.

Note: The surcharge is not cumulative so as not to reduce the incentive of the larger users to disconnect. The minimum charge does not apply to the surcharge.

SCHEDULE III

SURCHARGE FORMULA TO BE APPLIED IN THE CASES OF USERS PRODUCING UNUSUAL WATER

The charge for the treatment of unusual waste will be calculated on the basis of the following formula:

$$C_i = V_o V_i + B_o B_i + S_o S_i$$

C_i	=	charge to unusual users per year
V_o	=	average unit cost of transport and treatment chargeable to volume, in dollars per gallon
V_i	=	volume of wastewater from unusual users in gallons per year
B_o	=	average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound
B_i	=	weight of BOD from unusual users in pounds per year
S_o	=	average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound
S_i	=	weight of total solids from unusual users in pounds per year

When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. The total cost of any such study performed shall be borne entirely by the unusual user. Waste containing materials which, in the judgment of the utility, should not be introduced into the sewer system, will not be accepted. The results of the preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefor, based upon the formula set out above.

Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the utility records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the unusual user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each unusual user, or refund given by the utility, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.

SCHEDULE IV

Where the amount of sanitary sewage discharge into the Utility's wastewater collection and/or treatment system by certain industrial plant or plants cannot be accurately determined by the use of the plant's water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant or plants will pay to the Utility a sewer charge calculated at fifty gallons of water per each employee at the plant each working day.

SCHEDULE V

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for wastewater and leachate haulers.

RATES

Commodity Charge - Each customer shall pay a commodity charge of \$40 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the Utility.

DELAYED PAYMENT PENALTY

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

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the District or a maximum of \$25 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

West Virginia Infrastructure & Jobs Development Council

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

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

October 5, 2007

Joseph DiClaro, Chairman
North Beckley Public Service District
122 Clear Water Lane
Beckley, West Virginia 25801

Re: North Beckley Public Service District
Sewer Project 2007S-1003

Dear Mr. DiClaro:

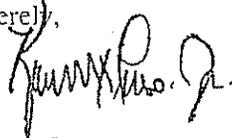
The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the North Beckley Public Service District's (the "District") preliminary application to extend sanitary sewer lines to serve the unincorporated community of Lanark along State Route 41 and Stanaford Branch (the "Project").

Based on the findings of the Sewer 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 Sewer 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 preliminary application, the Council determined that the District should pursue a \$4,831,042 Clean Water State Revolving Fund loan (0.5%, 30 years) to fund this project. Please contact the West Virginia Department of Environmental Protection office at (304) 926-0495 for specific information on the steps the District needs to follow to apply for these funds. Please note that this letter does not constitute funding approval from this agency.

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

Sincerely,



Kenneth Lowe, Jr.

Enclosure

cc: Mike Johnson, DEP (w/o enclosure)
Region I Planning & Development Council
Lawson Engineering & Technical Services, Inc.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 29th day of October, 2009, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of North Beckley Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), of the Issuer, in the principal amount of \$4,544,324 numbered AR-1 (the "Series 2009 A Bonds") and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), of the Issuer, in the principal amount of \$2,415,521, numbered BR-1 (the "Series 2009 B Bonds"), each issued as a single, fully registered Bond, and dated October 29, 2009.
2. At the time of such receipt, all the Series 2009 A Bonds and the Series 2009 B Bonds had been executed by the Chairman and the Secretary of the Issuer by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.
3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2009 A Bonds, of \$269,346, being a portion of the principal amount of the Series 2009 A Bonds. The balance of the principal amount of the Series 2009 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection 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 2009 B Bonds, of \$165,103, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

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Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Carol A. Cummings
Its: Authorized Representative

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe Dielaw
Its: Chairman

10.07.09
662490.00002

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

On this 29th day of October, 2009, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of North Beckley Public Service District Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), in the principal amount of \$4,544,324 (the "Series 2009 A Bonds"), Bond No. BR-1, constituting the entire original issue of North Beckley Public Service District Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), in the principal amount of \$2,415,521 (the "Series 2009 B Bonds"), each dated October 29, 2009 (collectively, the "Series 2009 Bonds"), executed by the Chairman and Secretary of North Beckley 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 adopted by the Issuer on October 8, 2009, and a Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-captioned Series 2009 Bonds, duly certified by the Secretary of the Issuer;

(3) Executed counterparts of an ARRA assistance agreement for the Series 2009 A Bonds, dated October 29, 2009, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") and an ARRA assistance agreement for the Series 2009 B Bonds, dated October 29, 2009, by and among the Issuer, the Authority and the DEP (collectively, the "ARRA Assistance Agreement"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the ARRA Assistance Agreement and the Series 2009 Bonds.

You are hereby requested and authorized to (i) deliver the Series 2009 A Bonds to the Authority upon payment to the Issuer of the sum of \$269,346, representing a portion of the principal amount of the Series 2009 A Bonds and (ii) deliver the Series 2009 B Bonds to the Authority upon payment to the Issuer of the sum of \$165,103, representing a portion of the principal amount of the Series 2009 B Bonds. Prior to such delivery of the Series 2009 Bonds, you will please cause the Series 2009 Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

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Dated as of the day and year first written above.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe Wickham
Its: Chairman

10.07.09
662490.00002

CH5218149.1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

\$4,544,324

KNOW ALL MEN BY THESE PRESENTS: The 29th day of October, 2009, that NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh 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 FOUR MILLION FIVE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS (\$4,544,324), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2011 to and including March 1, 2041, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of 1% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2011, as set forth on said EXHIBIT B.

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 Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated October 29, 2009.

This Bond is issued (i) to pay in full the Issuer's Prior Note; (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (iii) to partially fund the Series 2009 A Bonds Reserve Account; and (iv) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on October 8, 2009, and a Supplemental

Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: (1) SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,090,898 (THE "SERIES 1999 BONDS"); (2) SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED SEPTEMBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,307,741 (THE "SERIES 2003 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS"); AND (3) SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED OCTOBER 29, 2009, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,415,521 (THE "SERIES 2009 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2009 B Bonds and the Prior Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 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 2009 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 or junior to the Bonds, including the Series 2009 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2009 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 or junior to the Bonds, including the Series 2009 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Prior Note and 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.

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

[SEAL]

Joe Dickson

Chairman

ATTEST:

J.R.D.

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 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: October 29, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar


Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$269,346	October 29, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

**SCHEDULE Y
DEBT SERVICE SCHEDULE**

0% Interest Rate, 1% Administrative fee			
30 Years			
	Dated Date		10/29/09
	Delivery Date		10/29/09
			Series A
Period Ending	Principal	Interest	Debt Service
10/29/09			
6/1/11	37,870		37,870
9/1/11	37,870		37,870
12/1/11	37,870		37,870
3/1/12	37,870		37,870
6/1/12	37,870		37,870
9/1/12	37,870		37,870
12/1/12	37,870		37,870
3/1/13	37,870		37,870
6/1/13	37,870		37,870
9/1/13	37,870		37,870
12/1/13	37,870		37,870
3/1/14	37,870		37,870
6/1/14	37,870		37,870
9/1/14	37,870		37,870
12/1/14	37,870		37,870
3/1/15	37,870		37,870
6/1/15	37,870		37,870
9/1/15	37,870		37,870
12/1/15	37,870		37,870
3/1/16	37,870		37,870
6/1/16	37,870		37,870
9/1/16	37,870		37,870
12/1/16	37,870		37,870
3/1/17	37,870		37,870
6/1/17	37,870		37,870
9/1/17	37,870		37,870
12/1/17	37,870		37,870
3/1/18	37,870		37,870
6/1/18	37,870		37,870
9/1/18	37,870		37,870
12/1/18	37,870		37,870
3/1/19	37,870		37,870
6/1/19	37,870		37,870
9/1/19	37,870		37,870
12/1/19	37,870		37,870
3/1/20	37,870		37,870

0% Interest Rate, 1% Administrative fee			
30 Years			
Period Ending	Principal	Interest	Debt Service
6/1/20	37,870		37,870
9/1/20	37,870		37,870
12/1/20	37,870		37,870
3/1/21	37,870		37,870
6/1/21	37,870		37,870
9/1/21	37,870		37,870
12/1/21	37,870		37,870
3/1/22	37,869		37,869
6/1/22	37,869		37,869
9/1/22	37,869		37,869
12/1/22	37,869		37,869
3/1/23	37,869		37,869
6/1/23	37,869		37,869
9/1/23	37,869		37,869
12/1/23	37,869		37,869
3/1/24	37,869		37,869
6/1/24	37,869		37,869
9/1/24	37,869		37,869
12/1/24	37,869		37,869
3/1/25	37,869		37,869
6/1/25	37,869		37,869
9/1/25	37,869		37,869
12/1/25	37,869		37,869
3/1/26	37,869		37,869
6/1/26	37,869		37,869
9/1/26	37,869		37,869
12/1/26	37,869		37,869
3/1/27	37,869		37,869
6/1/27	37,869		37,869
9/1/27	37,869		37,869
12/1/27	37,869		37,869
3/1/28	37,869		37,869
6/1/28	37,869		37,869
9/1/28	37,869		37,869
12/1/28	37,869		37,869
3/1/29	37,869		37,869
6/1/29	37,869		37,869
9/1/29	37,869		37,869
12/1/29	37,869		37,869

0% Interest Rate, 1% Administrative fee			
30 Years			
Period Ending	Principal	Interest	Debt Service
3/1/30	37,869		37,869
6/1/30	37,869		37,869
9/1/30	37,869		37,869
12/1/30	37,869		37,869
3/1/31	37,869		37,869
6/1/31	37,869		37,869
9/1/31	37,869		37,869
12/1/31	37,869		37,869
3/1/32	37,869		37,869
6/1/32	37,869		37,869
9/1/32	37,869		37,869
12/1/32	37,869		37,869
3/1/33	37,869		37,869
6/1/33	37,869		37,869
9/1/33	37,869		37,869
12/1/33	37,869		37,869
3/1/34	37,869		37,869
6/1/34	37,869		37,869
9/1/34	37,869		37,869
12/1/34	37,869		37,869
3/1/35	37,869		37,869
6/1/35	37,869		37,869
9/1/35	37,869		37,869
12/1/35	37,869		37,869
3/1/36	37,869		37,869
6/1/36	37,869		37,869
9/1/36	37,869		37,869
12/1/36	37,869		37,869
3/1/37	37,869		37,869
6/1/37	37,869		37,869
9/1/37	37,869		37,869
12/1/37	37,869		37,869
3/1/38	37,869		37,869
6/1/38	37,869		37,869
9/1/38	37,869		37,869
12/1/38	37,869		37,869
3/1/39	37,869		37,869
6/1/39	37,869		37,869
9/1/39	37,869		37,869
12/1/39	37,869		37,869
3/1/40	37,869		37,869
6/1/40	37,869		37,869

0% Interest Rate, 1% Administrative fee			
30 Years			
9/1/40	37,869		37,869
12/1/40	37,869		37,869
3/1/41	37,870		37,870
	4,544,324	*	4,544,324

*Plus a quarterly administrative fee of \$5,727.71 for a total administrative expense of \$687,325.20

(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:

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA SRF PROGRAM/ARRA)

No. BR-1

\$2,415,521

KNOW ALL MEN BY THESE PRESENTS: The 29th day of October, 2009, that NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh 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 FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS (\$2,415,521), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2011 to and including March 1, 2021, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2009 B Bonds shall not be subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. Principal installments of this Bond are 100% forgivable as set forth in the ARRA Assistance Agreement.

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 Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated October 29, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on October 8, 2009, and a Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: (1) SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,090,898 (THE "SERIES 1999 BONDS"); (2) SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED SEPTEMBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,307,741 (THE "SERIES 2003 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (3) SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 29, 2009, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,544,324 (THE "SERIES 2009 A BONDS").

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

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

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

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

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.

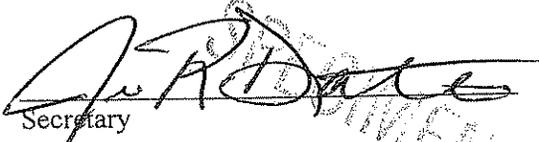
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IN WITNESS WHEREOF, NORTH BECKLEY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written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

[SEAL]


Chairman

ATTEST:


Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: October 29, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

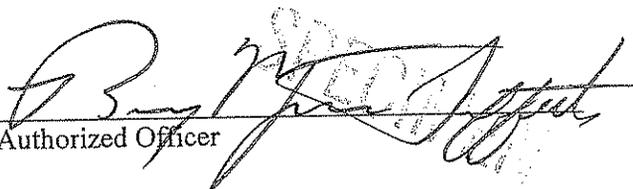

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$165,103	October 29, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

10 Years			
	Dated Date	10/29/09	
	Delivery Date	10/29/09	
			Series B
Period Ending	Debt Service		Principal Forgiveness
10/29/09			
6/1/11	-60,388		-60,388
9/1/11	-60,388		-60,388
12/1/11	-60,388		-60,388
3/1/12	-60,388		-60,388
6/1/12	-60,388		-60,388
9/1/12	-60,388		-60,388
12/1/12	-60,388		-60,388
3/1/13	-60,388		-60,388
6/1/13	-60,388		-60,388
9/1/13	-60,388		-60,388
12/1/13	-60,388		-60,388
3/1/14	-60,388		-60,388
6/1/14	-60,388		-60,388
9/1/14	-60,388		-60,388
12/1/14	-60,388		-60,388
3/1/15	-60,388		-60,388
6/1/15	-60,388		-60,388
9/1/15	-60,388		-60,388
12/1/15	-60,388		-60,388
3/1/16	-60,388		-60,388
6/1/16	-60,388		-60,388
9/1/16	-60,388		-60,388
12/1/16	-60,388		-60,388
3/1/17	-60,388		-60,388
6/1/17	-60,388		-60,388
9/1/17	-60,388		-60,388
12/1/17	-60,388		-60,388
3/1/18	-60,388		-60,388
6/1/18	-60,388		-60,388
9/1/18	-60,388		-60,388
12/1/18	-60,388		-60,388
3/1/19	-60,388		-60,388
6/1/19	-60,388		-60,388
9/1/19	-60,388		-60,388
12/1/19	-60,388		-60,388
3/1/20	-60,388		-60,388
6/1/20	-60,388		-60,388
9/1/20	-60,388		-60,388
12/1/20	-60,388		-60,388
3/1/21	-60,389		-60,389
	2,415,521		2,415,521

(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:



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

October 29, 2009

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program)

North Beckley Public Service District
Beckley, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by North Beckley Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its \$4,544,324 Sewer Revenue Bonds, Series 2009 A (West Virginia SRF 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 an ARRA Assistance Agreement dated October 29, 2009, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the ARRA Assistance 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 June 1, 2011, to and including March 1, 2041, all as set forth in the "Schedule Y" attached to the ARRA Assistance 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 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying in full the Issuer's United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000 (the "Prior Note"); (ii) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of

the Issuer (the "Project"); (iii) partially funding the Series 2009 A Bonds Reserve Account; and (iv) 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 October 8, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the ARRA Assistance 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 ARRA Assistance Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the ARRA Assistance 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 ARRA Assistance 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 DEP and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's (i) Sewerage System Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds"); and (ii) Sewerage System Revenue Bonds, Series 2003 (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 A Bonds"); and (iii) Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated October 29, 2009, issued concurrently herewith in the original aggregate principal amount of \$2,415,521 (the "Series 2009 B Bonds") (hereinafter collectively, the "Prior Bonds") all in accordance with the terms of the Bonds and the Bond Legislation.

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

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

7. With proceeds from the Series 2009 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 the owners of such Note that they have 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 ARRA Assistance 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,



STEPHENS & JOHNSON PLLC



**STEP TOE &
JOHNSON**
P L L C
ATTORNEYS AT LAW

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

Writer's Contact Information

October 29, 2009

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

North Beckley Public Service District
Beckley, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by North Beckley Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its \$2,415,521 Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of an ARRA assistance agreement dated October 29, 2009, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the ARRA Assistance Agreement. The Bonds are issued in the principal amount of \$2,415,521, in the form of one bond, bearing no interest, registered as to principal only to the Authority, with 100% of the principal being forgiven as set forth in the ARRA Assistance Agreement. The Series 2009 B Bonds are not subject to the SRF Administrative Fee.

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 22C, Article 2 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 improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on October 8, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the ARRA Assistance 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 ARRA Assistance Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the ARRA Assistance 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 ARRA Assistance 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 DEP and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's (i) Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds"); (ii) Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 A Bonds"); and (iii) Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), dated October 29, 2009, issued concurrently herewith in the original aggregate principal amount of \$4,544,324 (the "Series 2009 A Bonds") (collectively, the "Prior Bonds") all in accordance with the terms of the Bonds and the Bond Legislation.

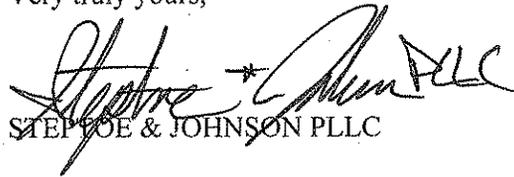
5. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the ARRA Assistance 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,



STEPHENS & JOHNSON PLLC

RIST, HIGGINS & ASSOCIATES, P.L.L.C.

ATTORNEYS AT LAW
1800 HARPER ROAD
BECKLEY, WEST VIRGINIA 25801

TELEPHONE NO. 304-255-1400/255-4849
FACSIMILE NO. 304-255-6914

JOHN F. RIST, III
E-Mail: j.rist@suddenlinkmail.com

JAMES C. HIGGINS
E-Mail: rsthiggins@yahoo.com

October 29, 2009

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

North Beckley Public Service District
Beckley, West Virginia 25801

West Virginia Water Development Authority
Charleston, West Virginia 25311-1571

West Virginia Department of Environmental Protection
Charleston, West Virginia 25304

Steptoe & Johnson PLLC
Charleston, West Virginia 25326-1588

Ladies and Gentlemen:

We are the counsel to North Beckley Public Service District, a public service district, in Raleigh County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, an ARRA Assistance Agreement for the Series 2009 A Bonds dated October 29, 2009, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection ("DEP"), an ARRA Assistance Agreement for the Series 2009 B Bonds dated October 29, 2009, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority and the DEP (collectively, the "ARRA Assistance Agreement"), the Bond Resolution duly adopted by the Issuer on October 8, 2009, as supplemented by the Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, the "Bond Legislation"), orders of The County Commission of Raleigh 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 (collectively, the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the ARRA Assistance Agreement when used herein.

We are of the opinion that:

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

2. The ARRA Assistance Agreement has been duly authorized, executed and delivered by the Issuer and assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding agreements of the Issuer enforceable in accordance with their 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. To the best of our knowledge, the execution and delivery of the Bonds and the ARRA Assistance Agreement and the consummation of the transactions contemplated by the Bonds, the ARRA Assistance Agreement and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

6. To the best of our knowledge the Issuer has received all orders, certificates and authorizations from the Public Service Commission of West Virginia necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the implementation of rates and charges, and the Issuer has taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has received a recommended Decision of the Public Service Commission of West Virginia entered July 25, 2008, which became Final Order on August 14, 2008 in Case No. 08-0525-PSD-CN and Affidavit of Certified Public Accountant dated October 8, 2009, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Order has expired prior to the date hereof.

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

8. I have ascertained that all successful bidders have provided the drug-free workplace affidavit. Prior to construction, we will ascertain that all successful bidders have submitted their drug free workplace plan, and the contracts contain language that comply with the Drug Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code, have made required provisions for all insurance and payment and performance bonds and verify such insurance policies and bonds for accuracy. Prior to construction we will review the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project to ensure that such surety bonds and policies (1) are in compliance with the contacts; (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 ARRA Assistance Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

We express no other opinions other than those expressly stated hereinabove. Without limiting the generality of the foregoing sentence, we express no opinion as to the tax, bond or securities laws of the United States or of any state thereof.

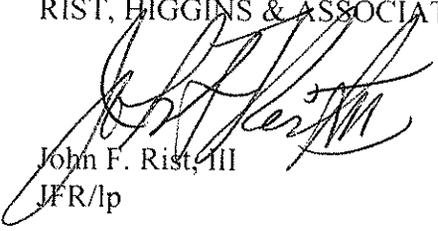
It is to be understood that the rights of the various parties to the transaction and the enforceability of the instruments and agreements may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights (to the extent constitutionally applicable), and that the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is rendered only for the benefit of the addressees and may not be relied upon by other parties without our prior written consent. No attorney-client privilege is waived or intended to be waived by this opinion.

All counsel to this transaction may rely upon this opinion.

Sincerely,

RIST, HIGGINS & ASSOCIATES, PLLC



John F. Rist, III
JFR/lp

cc: Region 1 Planning and Development

RESERVED

RIST, HIGGINS & ASSOCIATES, P.L.L.C.

ATTORNEYS AT LAW
1800 HARPER ROAD
BECKLEY, WEST VIRGINIA 25801
TELEPHONE NO. 304-255-1400/255-4849

John F. Rist, III
E-Mail: jrist@suddenlinkmail.com

FACSIMILE NO. 304-255-6914

James C. Higgins
E-Mail: risthiggins@yahoo.com

October 29, 2009

Carrie Grimm, Environmental Resources Specialist II
Management Section
WV Department of Environmental Protection
Charleston, WV 25304

WV Water Development Authority
Charleston, WV 25311

Stephoe & Johnson
Charleston, WV 25326-1588

RE: *North Beckley Public Service District
Lanark/Piney View*

Ladies and Gentlemen:

This firm represents North Beckley Public Service District ("District") with regard to a proposed project to construct sewer extensions in the Lanark/Piney View area of Raleigh County (the "Project"), and provides this final title opinion on behalf of the District to satisfy the requirements of the West Virginia Department of Environmental Protection with regard to the financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the 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 Department of Environmental Protection and the Bureau for Public Health.
2. That I am advised by Lawson Engineering & Technical Services, Inc., the consulting engineers for the Project, that the 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 Lawson Engineering & Technical Services, 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 Raleigh County, West Virginia, the county in which the Project is to be located, and, in my opinion, the

District has acquired legal title or such other estate or interest in the necessary site components for the Project, which the Project Engineer advised were necessary to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

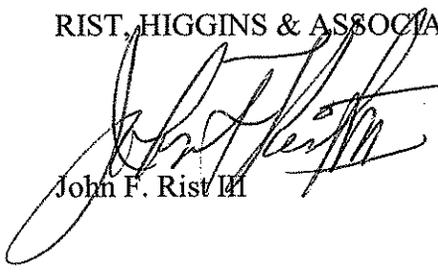
5. That all deeds or other documents which have been acquired to date by the District have been duly recorded in the aforesaid Clerk's Office in order to protect the legal title to and interest of the District.

This opinion is subject to: (a) reservations, exceptions, easements, covenants and restrictions contained in prior deeds to the subject tracts; (b) the liens for the taxes for the tax year 2009; (c) an accurate engineering survey of said tracts; (d) the plotting of off-conveyances to determine overlaps, if any; (e) any reservations or exceptions which a visual inspection of the premises or a review of the zoning ordinance would disclose; (f) any unripened mechanic's lien rights; and (g) any claim by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws; (h) the accuracy of the indices and the records in the County Clerk's, the Sheriff's and Assessor's Offices of Raleigh County, West Virginia, as the same appeared on the dates that the various instruments were recorded; and (i) the accuracy of the information provided to us by the Project Engineers, including, but not limited to the list of easements and properties to be acquired for the Project.

This opinion is rendered only for the benefit of the addresses and may not be relied upon by other parties without our prior written consent. No attorney-client privilege is waived or intended to be waived by this opinion.

Sincerely,

RIST, HIGGINS & ASSOCIATES, P.L.L.C.



John F. Rist III

JFR:lp

cc: Region 1 Planning and Development
North Beckley Public Service District

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

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. ARRA ASSISTANCE AGREEMENT
11. RATES
12. PUBLIC SERVICE COMMISSION ORDER
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. PUBLICATION OF NOTICE OF PSC FILING
16. SPECIMEN BONDS
17. CONFLICT OF INTEREST
18. CLEAN WATER ACT
19. GRANTS
20. PROCUREMENT OF ENGINEERING SERVICES
21. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of North Beckley Public Service District in Raleigh County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify this 29th day of October, 2009 in connection with the Issuer's Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA) (collectively, the "Series 2009 Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the

Bond Resolution of the Issuer duly adopted October 8, 2009, and the Supplemental Resolution duly adopted October 8, 2009 (collectively, the "Bond Legislation").

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

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

4. **NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS:** There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the ARRA Assistance Agreement, and the Issuer has met all conditions prescribed in the ARRA Assistance Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 Bonds as to liens, pledge and source of and security for payment, being the Issuer's: (i) Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds") and (ii) Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 A Bonds") (collectively, the "Prior Bonds").

The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2009 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Resolutions.

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

Bond Resolution

Supplemental Resolution

Series 2009 ARRA Assistance Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders Creating the District and Public Service Commission Order relating thereto

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

NPDES Permit

Department of Environmental Protection Approval of Plans and Specifications

Prior Resolutions

Evidence of Insurance

Receipt for Payment of Prior Note

Evidence of Grants

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "North Beckley Public Service District." The Issuer is a public service district and public corporation duly created by The County Commission of Raleigh County and presently existing under the laws of, and a public corporation and political subdivision of, the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of 3 duly appointed, qualified and acting members whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Joseph W. Diclaro	01/06/2004	12/31/2009
Jan R. Datsko	02/08/2006	12/31/2011
John White	12/18/2007	12/31/2013

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

Chairperson	-	Joseph W. Diclaro
Secretary	-	Jan R. Datsko

The duly appointed and acting counsel to the Issuer is Rist, Higgins & Associates, P.L.L.C., Beckley West Virginia.

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

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

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. 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 ARRA Assistance Agreement is in full force and effect.

10. ARRA ASSISTANCE AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the respective ARRA Assistance Agreement are true and correct in all material respects as if made on the date hereof; (ii) the ARRA Assistance Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the dates of the ARRA Assistance Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the ARRA Assistance Agreement not misleading; and (iv) the Issuer is in compliance with all covenants, terms and representations in the ARRA Assistance Agreement.

The Special Conditions of the ARRA Assistance Agreement are attached as Exhibit A and hereby incorporated herein.

The Issuer will serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer will 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 will certify to the Authority the number of customers added to the System.

The Issuer shall make monthly payments into the Renewal and Replacement Fund as required by Section 4.1 of the ARRA Assistance Agreement for at least the term of the Series 2009 B Bonds.

The Issuer shall notify the Authority of any proposed bond indebtedness secured by the revenues of the System.

11. RATES: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered July 25, 2008 which became Final Order on August 14, 2008, in Case No. 08-0525-PSD-CN, approving the rates and charges for the services of the System. The Issuer has adopted a resolution prescribing such rates and charges.

12. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered July 25, 2008 which became Final Order on August 14, 2008, and Affidavit of

Certified Public Accountant dated October 8, 2009, in Case No.08-0252-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the rates and charges for the System and the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. Such order is not subject to any further appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Final Order.

13. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond for each series, numbered AR-1 and BR-1, respectively, all dated the date hereof, by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the ARRA Assistance Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

14. BOND PROCEEDS: (A). On the date hereof, the Issuer received \$269,346 from the Authority and the DEP, being a portion of the principal amount of the Series 2009 A Bonds; and (B) on the date hereof, the Issuer received \$165,103 from the Authority and the DEP, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

15. PUBLICATION OF NOTICE OF PSC FILING: The Issuer has published any required notice with respect to, among other things, the acquisition and construction of the Project, anticipated user rates and charges, and the 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.

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

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

18. CLEAN WATER ACT: The Project as described in the Bond Resolution complies with Sections 208 and 303(e) of the Clean Water Act.

19. GRANTS: As of the date hereof, the grant from the Raleigh County Solid Waste Authority in the amount of \$40,000 and a Raleigh County Commission grant in the amount of \$30,000 are committed and in full force and effect.

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. 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.

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EXHIBIT A

A. PUBLIC RELEASE REQUIREMENT – The Local Government 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. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives \$500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and is approved by DEP.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by February 17, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government 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.

I. SUSPENSION AND DEBARMENT – The Local Government

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 DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government 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 ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than 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 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government 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 Government 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 governments, 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.

R. BOND DESIGNATION – Each Local Bond funded by ARRA funds shall be designated “Series [2009] B” and shall contain “(WVCWSRF Program/ARRA)” in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved or enacted customer rates for at least eighteen months after completion of the Project or until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses.

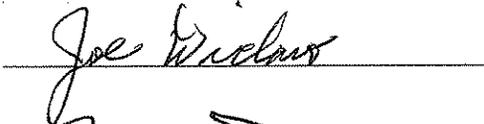
T. RESERVE ACCOUNT –The Local Government shall contribute \$133,610 from excess funds at the West Virginia Municipal Bond Commission for deposit into the Series 2009 A Reserve Account. Not more than \$22,145 of the proceeds of the Series 2009 A Bonds may be deposited to the Series 2009 A Reserve Account.

WITNESS our signatures and the official seal of NORTH BECKLEY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE



Chairman



Secretary

Counsel to Issuer
(to the best of my
knowledge and belief)

WITNESS our signatures and the official seal of NORTH BECKLEY
PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Chairman

Secretary

A handwritten signature in cursive script, appearing to read "J. P. Smith", is written across three horizontal lines.

Counsel to Issuer
(to the best of my
knowledge and belief)

10.07.09
662490.00002

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

CERTIFICATE OF ENGINEER

I, Michael Lawson, Registered Professional Engineer, West Virginia License No. 008309, of Lawson Engineering & Technical Services, Inc., Beckley, West Virginia, hereby certify this 29th day of October, 2009 as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the sewerage system (the "System") of North Beckley Public Service District (the "Issuer"), to be constructed in Raleigh County, West Virginia, which acquisition and construction are being permanently financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution duly adopted by the Issuer on October 8, 2009, as supplemented by the Supplemental Resolution of the Issuer adopted October 8, 2009 (collectively, the "Bond Legislation"), the ARRA Assistance Agreement for the Series 2009 Bonds by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated October 29, 2009 (the "ARRA Assistance Agreement").

2. The Bonds are being issued (i) to pay in full the Issuer's Prior Note; (ii) to pay a portion of the costs of acquisition and construction of the Project; (iii) to partially fund the Series 2009 A Bonds Reserve Account; and (iv) to pay certain costs of issuance and related costs.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and the Authority and any change orders approved by the Issuer, the Authority, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 30 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and Rist, Higgins & Associates, P.L.L.C., counsel to the Issuer, will 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 will be verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by

the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the Drug Free Conformance affidavit has been executed by the successful bidder; (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 operation of the System; (x) in reliance upon the certificate of the Issuer's certified public accountant, Griffith & Associates, PLLC, of even date herewith, as of the effective date thereof, the rates and charges for the System as enacted by the Issuer will be sufficient to comply with the provisions of the ARRA Assistance Agreement; (xi) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xii) 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.

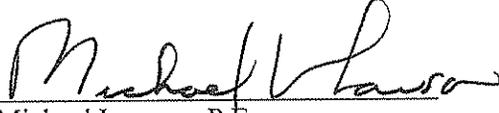
4. I have received the Buy American Certification from each contractor.
5. The Project will service 301 new customers in the Lanark area.

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

LAWSON ENGINEERING & TECHNICAL
SERVICES, INC.




Michael Lawson, P.E.
West Virginia License No. 008309

10.07.09
662490.00002

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SCHEDULE B

NORTH BECKLEY PSD - PHASE III-A

SRF No. C-544157-03, IJDC No. 2007S-1003

COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project		Total	Solid Waste & County	PSD Contribution	WV DEP - Stimulus (50%)	SRF (30 yrs, 0% + 1%)
1.	Construction					
	Contract 1	\$ 1,974,805	\$ -	-	\$ 734,237	\$ 1,240,568
	Contract 2	\$ 1,541,180	\$ -	-	\$ 700,000	\$ 841,180
	Contract 3	\$ 2,077,720	\$ -	-	\$ 807,784	\$ 1,269,936
2.	Technical Services					
	a. Preliminary Engineering /Design	\$ 175,000	\$ -	-	\$ 135,000	\$ 40,000
	b. Basic Engineering	\$ 250,000	\$ -	-	\$ -	\$ 250,000
	c. Inspection	\$ 185,000	\$ -	-	\$ -	\$ 185,000
	d. Special Services	\$ 170,000	\$ -	-	\$ -	\$ 170,000
3.	Legal	\$ 8,689	\$ -	-	\$ -	\$ 8,689
4.	Sites and Other Lands	\$ 72,424	\$ 70,000	-	\$ -	\$ 2,424
5.	Miscellaneous					
	a. Project coordinator	\$ 69,000	\$ -	-	\$ 19,000	\$ 50,000
	b. Accountant	\$ 10,000	\$ -	-	\$ -	\$ 10,000
	c. Electrical Service	\$ 10,181	\$ -	-	\$ -	\$ 10,181
	d. Permits	\$ 1,345	\$ -	-	\$ -	\$ 1,345
6.	Bank Refinancing					
	a. Bank note	\$ 159,521		-		\$ 159,521
	b. PSD	\$ 3,651		-		\$ 3,651
7.	Contingency	\$ 283,959	\$ -	-	\$ -	\$ 283,959
8.	SUBTOTAL (Lines 1 through 7)	\$ 6,992,475	\$ 70,000	-	\$ 2,396,021	\$ 4,526,454
B. Cost of Financing						
9.	Capitalized Interest				-	
10.	Other Costs				-	
	a. Bond Counsel	\$ 18,500	\$ -	-	\$ 18,500	\$ -
	b. Bank Registrar Fee	\$ 1,000	\$ -	-	\$ 1,000	\$ -
	c. Funded Reserve	\$ 151,480	\$ -	\$ 133,610	\$ -	\$ 17,870
11.	Total Cost of Financing	\$ 170,980	\$ -	\$ 133,610	\$ 19,500	\$ 17,870
12.	TOTAL PROJECT COST (Line 8 plus Line 11)	\$ 7,163,455	\$ 70,000	\$ 133,610	\$ 2,415,521	\$ 4,544,324
C. Sources of Funds						
13.	Federal Grants					
14.	State Grants					
15.	Other Sources	\$ 203,610	\$ 70,000	\$ 133,610	\$ -	\$ -
16.	TOTAL OTHER SOURCES (Lines 13 thr	\$ 203,610	\$ 70,000	\$ 133,610	\$ -	\$ -
17.	Size of Bond Issue	\$ 6,959,845	\$ -	-	\$ 2,415,521	\$ 4,544,324

Joe Dickson 10-8-09
 Authorized Representative Date

Michael L. Lauer 10-8-09
 Consulting Engineer Date

SEP-16-2009 07:53 FROM: MVL

TO: 15856245671 304-253-8251

P.2/3 p.3

DEW1009

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State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF NEW YORK

COUNTY OF Monroe, TO-WIT:

I, Erik VanDorn, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Mendon Pipeline, Inc.; and
(Company Name)
- 2. I do hereby attest that Mendon Pipeline, inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Mendon Pipeline, Inc.
(Company Name)
By: Erik VanDorn

Title: Treasurer

Date: September 16, 2009

Taken, subscribed and sworn to before me this 16th day of Sep, 2009

By Commission expires 11/17/2011

(Seal)

Paul Williams
Paul Williams
Notary Public, State of New York
Qualified in Ontario County
Commission Expires 11/17/2011

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

DEFK1003

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State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Scott Pierson, after being first duly sworn, depose and state as follows:

- 1. I am an employee of PIPE PLUS INC; and,
(Company Name)
- 2. I do hereby attest that PIPE PLUS INC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with *West Virginia Code §21-1D-5*.

The above statements are sworn to under the penalty of perjury.

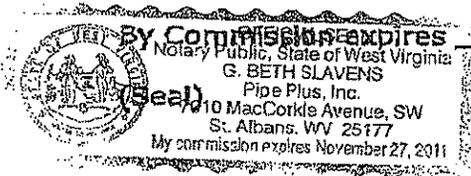
PIPE PLUS INC
(Company Name)

By: Scott Pierson

Title: President

Date: September 15, 2009

Taken, subscribed and sworn to before me this 15th day of Sept 2009



November 27, 2011

G. Beth Slavens
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



October 29, 2009

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

North Beckley Public Service District
Beckley, West Virginia

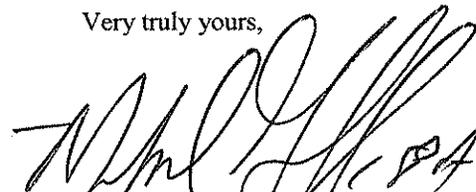
West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Based upon the sewer rates and charges set forth in the Recommended Decision of the Public Service Commission of West Virginia entered July 25, 2008 which became Final Order on August 14, 2008 in Case No. 08-525-PSD-CN, and projected operation and maintenance expenses and anticipated customer usage as furnished to me by North Beckley 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 sewerage system (the "System") of the Issuer, will (i) provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any Fiscal Year for payment of principal of and interest on the (a) Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), dated October 29, 2009, issued in the aggregate principal amount of \$4,544,324, and (b) Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated October 29, 2009, issued in the aggregate principal amount of \$2,415,521 (collectively, the "Series 2009 Bonds") and all other obligations secured by or payable from such revenues, including the Issuer's (a) Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds"); and (b) Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 Bonds") (collectively, the "Prior Bonds").

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2009 Bonds plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2009 Bonds are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest, if any, on the Prior Bonds, and the Series 2009 Bonds.

Very truly yours,



Michael D. Griffith, CPA, AFI
Griffith & Associates, PLLC

MDG/dk

Michael D. Griffith, CPA, AFI
michaelgriffithcpa@verizon.net

950 Little Coal River Road Alum Creek, WV 25003
Phone: (304) 756.3600 Facsimile: (304) 756.2911

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of North Beckley Public Service District in Raleigh County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of \$4,544,324 Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and \$2,415,521 Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA) of the Issuer, each dated October 29, 2009 (collectively, the "Bonds"), hereby certify this 29th day of October, 2009 as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution duly adopted by the Issuer on October 8, 2009 as supplemented by Supplemental Resolution duly adopted by the Issuer on October 8, 2009 (collectively, 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 October 29, 2009, the date on which the Bonds are being physically delivered in exchange for an initial advance of \$269,346, being a portion of the principal amount of the Series 2009 A Bonds, \$165,103 and being a portion of the principal amount of the Series 2009 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia

Department of Environmental Protection (the "DEP"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2009 A Bonds were sold on October 29, 2009, to the Authority, pursuant to an ARRA assistance agreement dated October 29, 2009, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of \$4,544,324 (100% of par), at which time, the Issuer received \$269,346 from the Authority and the DEP, being the first advance of the principal amount of the Series 2009 A Bonds. No accrued interest has been or will be paid on the Series 2009 A Bonds. The balance of the principal amount of the Series 2009 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2009 B Bonds were sold on October 29, 2009, to the Authority, pursuant to an ARRA assistance agreement dated October 29, 2009, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of \$2,415,521 (100% of par), at which time, the Issuer received \$165,103 from the Authority and the DEP, being the first advance of the principal amount of the Series 2009 B Bonds. No accrued interest has been or will be paid on the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2009 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying in full the Issuer's United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000 (the "Prior Note"); (ii) partially funding the Series 2009 A Bonds Reserve Account; (iii) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iv) paying certain costs of issuance and related costs.

8. The Series 2009 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project; and (ii) paying certain costs of issuance and related costs.

9. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2009 A Bonds Reserve Account and the Series 2009 B Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before May 1, 2011. The acquisition and construction of the Project is expected to be completed by November 1, 2010.

10. The total cost of the Project is estimated at \$7,029,845. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2009 A Bonds	\$4,544,324
Proceeds of the Series 2009 B Bonds	\$2,415,521
Proceeds of the grant from the Raleigh County Solid Waste Authority	\$40,000
Proceeds of the grant from the Raleigh County Commission	<u>\$30,000</u>
Total Sources	<u>\$7,029,845</u>

USES

Costs of Acquisition and Construction of the Project	\$6,832,954
Payment of Prior Note	\$159,521
Partially fund Series 2009 A Bonds Reserve	\$17,870
Costs of Issuance	<u>\$19,500</u>
Total Uses	<u>\$7,029,845</u>

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

- (1) Revenue Fund (established by Prior Resolution);
- (2) Renewal and Replacement Fund (established by Prior Resolution);
- (3) Series 2009 A Bonds Construction Trust Fund;
- (4) Series 2009 B Bonds Construction Trust Fund;
- (5) Series 2009 A Bonds Sinking Fund;
- (6) Series 2009 A Bonds Reserve Account;
- (7) Series 2009 B Bonds Sinking Fund; and
- (8) Series 2009 B Bonds Reserve Account.

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

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

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

(3) Series 2009 A Bonds proceeds in the amount of \$17,870 will be deposited in the Series 2009 A Bonds Reserve Account to partially fund the Series 2009 A Bonds Reserve Account.

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

(5) Series 2009 A Bonds proceeds in the amount of \$159,521 will be wired to United Bank, Inc. to pay in full the Prior Note.

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

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

13. Monies held in the Series 2009 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2009 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 2009 A Bonds Sinking Fund and Series 2009 A Bonds

Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2009 A 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. Monies held in the Series 2009 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2009 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2009 B Bonds Sinking Fund and Series 2009 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2009 B Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

15. 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 12 months of the date hereof.

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

17. With the exception of the amount deposited in the Series 2009 A Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2009 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

18. With the exception of the amount deposited in the Series 2009 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2009 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

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

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

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

22. 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.

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 public purpose bonds.

27. The Issuer has either (a) funded the Series 2009 A Bonds Reserve Account and Series 2009 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2009 A Bonds Reserve Account and Series 2009 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2009 A Bonds Reserve Account and Series 2009 B Bonds reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year. Monies in the Series 2009 A Bonds Reserve Account, the Series 2009 B Bonds Reserve Account, the Series 2009 A Bonds Sinking Fund and Series 2009 B Bonds Sinking Fund will be used solely to pay principal of and interest on each series of the Bonds and will not be available to pay costs of the Project.

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.

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

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe Dieterso
Its: Chairman

10.01.09
662490.00002

BEFORE THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

**IN RE: SHADY SPRING PUBLIC SERVICE DISTRICT,
BRADLEY PUBLIC SERVICE DISTRICT,
NORTH BECKLEY PUBLIC SERVICE DISTRICT,
CRAB ORCHARD/MACARTHUR PUBLIC SERVICE DISTRICT.**

This the 17th day of December, 1996, came the Petitioners and petitions the County Commission to approve the agreed Boundary modifications and corrections of all the Public Service Districts providing sewer service in Raleigh County, West Virginia. In addition, the Petitioners are requesting the County Commission approve transfer of all property from the dissolved Public Service Districts to the appropriate new Public Service District. The purpose of the realignment shall be to provide definite boundaries of each Public Service District and provide more efficient service to the citizens of Raleigh County. The new boundary for each Public Service District is attached and marked as Exhibit A.

Wherefore, the Petitioners request the County Commission to accept the new boundary lines for the Public Service Districts providing sewer service in Raleigh County, West Virginia, and set a public hearing as required by West Virginia Code 16-13A-2 and such other general relief this Court deems just and proper.

**SHADY SPRING PUBLIC SERVICE
DISTRICT, BRADLEY PUBLIC SERVICE
DISTRICT, NORTH BECKLEY PUBLIC
SERVICE DISTRICT, CRAB
ORCHARD/MACARTHUR PUBLIC
SERVICE DISTRICT**

Shady Spring Public Service District Legal Description

Beginning at a point where the centerline of the West Virginia Turnpike (I-77) intersects Piney Creek, thence approximately 0.1 miles in a southeasterly direction to the centerline of the West Virginia Turnpike (I-77) intersects Vines Road (County Route 48/4), thence approximately 1.2 miles in a southerly direction along the centerline of Bob Vines Road (County Route 48/4) to a point where County Route 48/4 intersects the Raleigh County line, thence into Mercer County approximately 1.6 miles in a southeasterly direction to a point of Latitude and Longitude N37°34'02" W81°07'11", thence approximately 0.6 miles due east to a point of Latitude and Longitude, N37°34'02" W81°06'33", thence approximately 0.4 miles in a northerly direction to a point of Latitude and Longitude N37°34'23" W81°06'31", thence approximately 0.3 miles in an easterly direction to a point of Latitude and Longitude N37°34'24" W81°06'09", thence approximately 0.8 miles in a northerly direction to a point of Latitude and Longitude N37°35'05" W81°06'09", thence approximately 0.5 miles to a northeasterly direction to a point where the Raleigh, Summers, and Mercer County lines have a common boundary point, thence along the Raleigh County line 45.9 miles in a northeasterly and northwesterly direction to the confluence of the Piney Creek and New River, thence approximately 2.3 miles in a southwesterly direction along the centerline of Piney Creek upstream to the confluence of Piney Creek and Fat Creek, said point being a common boundary between North Beckley, Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence following Fat Creek in a southerly direction from the confluence of Piney Creek and Fat Creek approximately 16,500 feet to the confluence of Fat Creek and Pedge Branch, a tributary of Fat Creek;

thence, following Pedge Branch in a southerly and easterly direction approximately 750 feet to an unnamed tributary of Pedge Branch;

thence, following the unnamed tributary of Pedge Branch approximately 1,800 feet in a southerly direction to the centerline of Interstate 64;

thence, following the centerline of Interstate 64 in a westerly direction approximately 12,600 feet to the intersection of Airport Road (West Virginia Route);

thence, following Airport Road (West Virginia Route 9/9) approximately 1,150 feet to the intersection of Airport Road and Orchard Hill Road (West Virginia Route 9)

thence, following Orchard Hill Road in a southerly and westerly direction approximately 3,900 feet to a point opposite the southernmost property corner of the Cherry Hills subdivision;

thence, following the property lines and two foot reservation easement of the Cherry Hills subdivision approximately 100 feet north-northwest and 800 feet west-northwesterly to a point on a ridge, being a common corner to Parcel 8, Shady Spring District 11, Tax Map No. 8.

thence, following the top of a ridge across Parcels 8, 8C and 5, Shady Spring District 11, Tax Map No. 8 to a point where Beaver Creek flows into Piney Creek, this line is further described as follows:

Leaving a point at the center of an existing gate at or near the property corner of the Cherry Hills subdivision and the Leon Lucas property further described as Parcel 8, Shady Spring District 11, Tax Map No. 8 (and having coordinates in the West Virginia State Plane Coordinate System of N276675, E1960025; thence approximately 640 feet in a west-southwest direction to a high point (N276340, E1959475 in the West Virginia State Plane Coordinate system);

thence approximately 500 feet west-northwest to a point on the ridge (N276630, E1959070); thence approximately 850 feet west-southwest to a high point (N276305, E1958290); thence approximately 575 feet southwest to a high point (N275880, E1957910); thence approximately 1,170 feet to a point on the centerline of Interstate 64 (N276360, E1956850) this point also being about 30 feet south of a sign crossing over the east bound lane of the road; thence following the centerline approximately 680 feet south (west-bound) to the center of a bridge crossing the highway (N275735, E1956590); thence leaving the Interstate centerline and following the ridge approximately 1,950 feet west to the point where Beaver Creek flows into Piney Creek (N275800, E1954640).

thence, following the centerline of Piney Creek upstream approximately 3,150 feet to a point where an old Chesapeake and Ohio railroad bridge crossed Piney Creek;

thence, leaving the centerline of Piney Creek and heading due south to the centerline of the Chesapeake and Ohio Railroad tracks;

thence, following the centerline of the Chesapeake and Ohio Railroad tracks in a southerly and westerly direction 4,300 feet to the centerline of a railroad bridge crossing Piney Creek;

thence, leaving the center line of the railroad tracks and following the centerline of Piney Creek approximately 3,600 feet to a point where a natural gas pipeline crosses Piney Creek; said point being a common boundary between Crab Orchard/MacArthur and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence following the centerline of Piney Creek upstream approximately 3.7 miles in a southwesterly direction to a point of beginning.

Crab Orchard/MacArthur Public Service District Legal Description

Beginning at a point of Latitude and Longitude N37°48'38" W81°14'07", said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point of Latitude and Longitude N37°46'40" W81°27'26", said point being a point on the Raleigh County line, thence with the Raleigh County line in a southeasterly and then northeasterly direction approximately 37.2 miles to a point where Bob Vines Road (County Route 48/4) intersects the Raleigh County line, thence approximately 1.2 miles in a northerly direction along the centerline of Bob Vines Road (County Route 48/4) to its intersection with Odd Road (County Rte. 48), thence approximately 2.5 miles in a northerly direction to a point of Latitude and Longitude N37°38'35" W81°07'59", said point being on the ridge line of Griffiths Ridge, thence following Griffiths Ridge approximately 6.4 miles in a northwesterly direction to a point of Latitude and Longitude N37°42'28" W81°10'42", thence leaving Griffiths Ridge in a northwesterly direction approximately 1.0 mile to the intersections of the centerlines of the West Virginia Turnpike (I-77) and Sullivan Road (County Rte. 25), thence approximately 2.0 miles in a northwesterly direction along the centerline of the West Virginia Turnpike (I-77) to its intersection with Piney Creek, thence following the centerline of Piney Creek downstream approximately 3.7 miles in a northeasterly to a point where a natural gas pipeline crosses Piney Creek, said point being a common boundary between Crab Orchard/MacArthur and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence leaving Piney Creek and following a natural gas pipeline approximately 5,200 feet to its intersection with Raleigh Ridge Road (WV Route 19/10);

thence, following the centerline of Raleigh Ridge Road (WV Route 19/10) approximately 2,400 feet westerly to the intersection with the centerline of Fitzpatrick Road (WV Route 20);

thence, following the centerline of Fitzpatrick Road westerly approximately 3,500 feet to the centerline of the intersection with Old Pemberton Road and Old Soak Creek Road;

thence, leaving the intersection of Fitzpatrick Road, Old Pemberton Road, and Old Soak Creek Road and following a line across the West Virginia Turnpike Robert C. Byrd Drive interchange approximately 2250 feet to the west-southwest to a point at the intersection of the centerlines of Old Eccles Road (WV Route 3/18) and Highland Road;

thence, leaving the intersection of Old Eccles Road (WV Route 3/18) and Highland Drive and following Old Eccles Road in a westerly direction approximately 4,500 feet to the centerline of Old Mill Road (WV Route 3/21);

thence, leaving the centerline of Old Eccles Road and following the centerline of Old Mill Road approximately 2,000 feet in an easterly direction to the center a bridge over the West Virginia Turnpike;

thence, leaving Old Mill Road and following the centerline of the West Virginia Turnpike (Interstates 77 & 64) northerly approximately 2,650 feet to the centerline of the Chesapeake and Ohio railroad tracks following Whiteslick Creek;

thence, leaving the West Virginia Turnpike centerline and following the centerline of the railroad tracks approximately 850 feet west to the centerline of Old Wickham Road;

thence, following the centerline of Old Wickham Road to the east approximately 600 feet to a point opposite the right-of-way of Hutchinson Road (not constructed);

thence, leaving the centerline of Old Wickham Road and following the centerline of the Hutchinson Road right-of-way to the north approximately 800 feet;

thence, leaving the right-of-way and following the property line between Tax Map District 10, Map No. 200-3 Parcels 65 through 75 and Parcels 117.1 through 123 for a total distance of approximately 618 feet;

thence, following the property line between Parcels 78 and 75 100.1 feet in an easterly direction to a property corner;

thence, leaving the property corner and following the property line between Parcel 78 and Parcels 76, 77, 79, and 80 northerly for a distance of 215 feet to the centerline of the Harold Road right-of-way;

thence, leaving the Harold Road right-of-way and following the property line between Parcels 81 through 87 and Parcels 106 and 107 northerly for a distance of 450 feet to the centerline of the Oppie Road right-of-way;

thence, leaving the Oppie Road right-of-way and following the property line between Parcel 93 and Parcel 94 northerly for a distance of 239 feet to the Harper Industrial Park tract;

thence, following Harper Industrial park property line approximately 860 feet in a northwesterly direction to a corner, approximately 1,400 feet northerly to a corner, approximately 1,200 feet east-northeasterly to a corner, being a common corner between ~~Parcels 138 and 139~~ on Town District 10, Tax Map No. 26;

thence, following the property line approximately 300 feet southeast to the centerline of George Street;

thence, following a line 800 feet due east to the centerline of Harper Park Drive;

thence approximately 520 feet east to the centerline of Harper Road (WV Rte. 3) and the centerline of the West Virginia Turnpike (I-77), thence following the centerline of the West Virginia Turnpike (I-77) in a northerly direction 600 feet to a point, said point being a common boundary between North Beckley and Crab Orchard/MacArthur Public Service Districts and the City of Beckley Sanitary Board; thence following a line 600 feet parallel to the north of the centerline of Harper Road (WV Rte. 3) in a northwesterly direction approximately 0.6 miles to a point where the

600 feet parallel offset intersects the Tamarack Entrance Road, thence 335± feet in a southwesterly direction along the centerline of the Tamarack Entrance Road to its intersection with Dry Hill Road (County Rte. 11), thence 0.4 miles in a northwesterly direction along the centerline of Dry Hill Road (County Rte. 11) to its intersection with Summit Drive, thence approximately 0.2 miles in a northwesterly direction to a point of Latitude and Longitude N37°48'06" W81°13'45", thence approximately 0.2 miles in a northwesterly direction to a point of Latitude and Longitude N37°48'14" W81°13'54", thence approximately 0.5 miles in a northwesterly direction to a point of beginning.

North Beckley Public Service District Legal Description

Beginning at a point of Latitude and Longitude N37°48'38" W81°14'07", said point being

a common boundary between Bradley, Crab Orchard/MacArthur and North Beckley Public Service Districts, thence approximately 0.5 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'14" W81°13'54", thence approximately 0.2 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'06" W81°13'45", thence approximately 0.2 miles in a southeasterly direction to the intersections of Summit Drive and Dry Hill Road (County Route 11), thence 0.4 miles in a southeasterly direction along the centerline of Dry Hill Road (County Route 11) to its intersection with the Tamarack Entrance Road, thence approximately 335± feet in a

northeasterly direction along the centerline of the Tamarack Entrance Road, thence 0.6 miles in a southeasterly direction following a line 600 feet parallel to the north of the centerline of Harper Road (WV Rte. 3) to a point where the 600-foot parallel offset intersects the West Virginia Turnpike (1-77), said point being a common boundary between Crab Orchard/MacArthur and North Beckley Public Service Districts and the City of Beckley Sanitary Board, thence following the West Virginia Turnpike (1-77) right-of-way north approximately 1,400 feet to Pikeview Drive, at a point where the WV Turnpike and Pikeview Drive right-of-way split and the WV Turnpike Highway Maintenance Facility property begins.

thence, following Pikeview Drive north and east approximately 1,800 feet to the intersection of Pikeview Drive and New River Drive;

thence, following New River Drive east approximately 8,200 feet to the intersection of New River Drive and Robert C. Byrd Drive; several properties are excluded on either side of new River Drive that are currently served by the other utility;

thence, following the centerline of Robert C. Byrd Drive south approximately 100 feet to the center of the bridge crossing Little Whiteslick Creek;

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thence, following the center of Little Whitestick Creek east approximately 450 feet to the centerline of the bridge crossing Elm Street (formerly Center St.) And adjoining the property of the existing North Beckley PSD Hubbard Street Lift Station;

thence, leaving Elm Street and following the centerline of the alley east approximately 500 feet to the intersection of Lyons Street (formerly South Street);

thence, following the centerline of Lyons Street north approximately 75 feet to a point opposite the property corner dividing parcels 64 and 64.2 on the District 10, Tax Map. 100-3;

thence, leaving the centerline in an easterly direction and following the common boundary between Parcels No. 64 and 64.2 approximately 250 feet to a point, said point being the common corner between Parcels 64, 64.2 and 21 on Tax Map No. 100-3;

thence, in a northerly direction approximately 170 feet and following the common property line between Parcel 64 and Parcels 21, 20.01 and 20 to a point, the point being the common corner between Parcels 64, 20 and 19 on Tax Map No. 100-3;

thence, leaving the corner and traveling in an easterly direction approximately 230 feet following the common property line between Parcels 19 and 20 to a point on the centerline of Mellon Street (WV Route 19/45 and formerly Hancock Road);

thence, following the centerline of Mellon Street north approximately 1,070 feet to the intersection with the centerline of Rural Acres Drive (WV Route 19/8);

Note that there are properties excluded in this area that are currently served by the Sanitary Board or require gravity service to be served. These include the apartments and WV Glass on the north side of Rural Acres Drive.

thence, following the centerline of Rural Acres Drive in an easterly direction approximately 2,500 feet to the intersection with the centerline of Eisenhower Drive (US Routes 19 & 21);

thence, leaving the centerline of Rural Acres Drive and following the centerline of Eisenhower Drive approximately 250 feet in a southerly direction to a point opposite the property corner separating Parcels 97 and 98 between Hankwoods Drive and Neal Street;

thence, leaving the centerline of Eisenhower Drive in an easterly direction 25 feet to the property corner separating Parcels 97 and 98 on Raleigh County Tax Map 100-6, and continuing approximately 640 feet along the property line separating Parcels 91 through 97 from Parcels 98 through 103 and continuing along the same straight line approximately 350 feet to the centerline of Cranberry Creek, for a total distance of approximately 1,015 feet more or less;

thence, following Cranberry Creek approximately 8,500 feet to the point where Cranberry Creek joins Piney Creek;

thence, following the centerline of Piney Creek in a northerly and easterly direction approximately 21,000 feet to the confluence of Piney Creek and Fat Creek, said point being a common boundary between North Beckley and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence approximately 1.6 miles in a northeasterly direction along the centerline of Piney Creek to the confluence of Piney Creek and Batoff Creek, said point being a common boundary between Bradley, North Beckley, and Shady Spring Public Service Districts, thence N48°58'46"W 630± feet to the centerline of Stanaford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanaford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 61), thence with the centerline of Stanaford Road (WV Route 41) approximately 120± feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of County Route 41/4 approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude N37°50'47" W81°10'46", thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude

N37°49'35" W81°11'26", thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude N37°49'54" W81°12'11", thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude N37°49'38" W81°12'51", thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude N37°49'54" W81°13'59", thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'51" W81°13'29", thence approximately 840± feet in a southwesterly direction to a point of Latitude and Longitude N37°48'43" W81°13'32", thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

Bradley Public Service District Legal Description

Beginning at a point of Latitude and Longitude N37°48'38" W81°14'07", said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point of Latitude and Longitude N37°46'40" W81°27'26", said point being a point on the Raleigh County line, thence with the Raleigh County line in a northwesterly and then easterly direction approximately 57.9 miles to a point where the Raleigh County line intersects the New River, thence with the Raleigh County line and the New River upstream in a southerly direction approximately 3.3 miles to the confluence of the Piney Creek and New River, thence along the centerline of Piney Creek upstream in a southerly direction approximately 0.4 miles to the confluence of Batoff Creek and Piney Creek, said point being a common boundary between Shady Spring, North Beckley, and Bradley Public Service Districts, thence N48°58'46"W 630± feet to the centerline of Stanaford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanaford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 61), thence with the centerline of Stanaford Road (WV Route 41) approximately 120± feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of Powderkeg Road (County Route 41/4) approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude N37°50'47" W81°10'46", thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude N37°49'35" W81°11'26", thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude N37°49'54" W81°12'11", thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude N37°49'38" W81°12'51", thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude N37°49'54" W81°13'59", thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'51" W81°13'29", thence approximately 840± feet in a southwesterly direction to a point of Latitude and Longitude N37°48'43" W81°13'32", thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

**AFFIDAVIT OF PUBLICATION
BECKLEY NEWSPAPERS INC.
BECKLEY, WEST VIRGINIA**

January 14, 1997
STATE OF WEST VIRGINIA
COUNTY OF RALEIGH, to-wit:

I, Jack L. Scott, being first duly sworn upon my oath, do depose and say that I am Director of Advertising for Beckley Newspapers Inc., a corporation, publisher of the newspaper entitled The Register-Herald, an independent newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published daily, for at least fifty weeks during the calendar year, in the municipality of Beckley, Raleigh County, West Virginia; that such newspaper is a newspaper of "general circulation" as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and county; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price of consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements and other notices; that the annexed notice

of _____
(Description of notice)

was duly published in said newspaper once a week for TWO successive weeks (Class II), commencing with the issue of the 7th day of January, 1997, and ending with the issue of the 14th day of January, 1997, (and was posted at the _____ day of _____); that said annexed notice was published on the following dates: January 7 & 14, 1997 and that the cost of publishing said annexed notice as aforesaid was \$ 673.09

Signed _____
Jack L. Scott
Director of Advertising
Beckley Newspapers

Taken, subscribed and sworn to before me in my said county this 14th day of January 19 97

My commission expires March 27, 2001

Notary Public of Raleigh County,
West Virginia



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANA L. STONE
BECKLEY NEWSPAPER
P. O. DRAWER P OR R
BECKLEY, WV 25801
My Commission Expires March 27, 2001

R/H

COPY OF PUBLICATION

BEFORE THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

E. SHADY SPRING PUBLIC SERVICE DISTRICT, BRADLEY PUBLIC SERVICE DISTRICT, NORTH BECKLEY PUBLIC SERVICE DISTRICT, CRAB ORCHARD/MACARTHUR PUBLIC SERVICE DISTRICT.

NOTICE

The County Commission of Raleigh County, West Virginia, shall hold a public hearing on January 28, 1997, at 11:00 am to modify, correct and...

Shady Spring Public Service District Legal Description

Beginning at a point where the centerline of the West Virginia Turnpike (I-77) intersects Piney Creek, thence approximately 2.0 miles in a southerly direction along the centerline of Sullivan Road (County Route 25), thence approximately 1.0 miles in a northwesterly direction to a point...

Crab Orchard/MacArthur Public Service District Legal Description

Beginning at a point of Latitude and Longitude N 37 degrees 48' 38" W 81 degrees 14' 07", said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point...

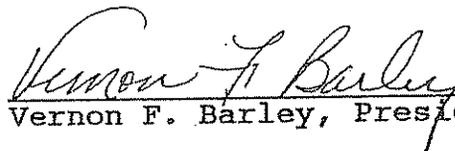
BEFORE THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

RE: Shady Spring Public Service District, Bradley Public Service District, North Beckley Public Service District and Crab Orchard - MacArthur Public Service District

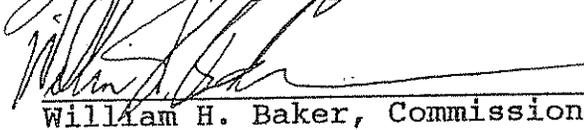
This the 28th day of January, 1997, came the Petitioners, Shady Spring Public Service District, Bradley Public Service District, North Beckley Public Service District and Crab Orchard - MacArthur Public Service District by Representatives and requested the County Commission amend, modify, correct, dissolve and realign the current boundaries for the Public Service Districts providing sewer service within Raleigh County. A petition was properly filed before the County Commission satisfying the requirements of West Virginia Code 16-13A-2. Furthermore, notice of the Public Hearing before the County Commission was published in the Register-Herald as a Class II legal advertisement pursuant to West Virginia Code 16-13A-2. In addition, a representative of the Petitioners posted a notice of the petition and hearing in at least five (5) conspicuous places within each affected area. Thus, the notice requirements set forth in West Virginia Code 16-13A-2 was satisfied.

During the Public Hearing, overwhelming support was expressed for the Public Service Districts boundary realignment.

Therefore, based upon the requirements set forth in West Virginia Code 16-13A-2 being satisfied and the support expressed at the public hearing, the County Commission doth Adjudge, Order and Decree the new boundaries for each Public Service District shall be as set forth in Exhibit A attached hereto and made a part hereof.


Vernon F. Barley, President


John D. Humphrey, Commissioner


William H. Baker, Commissioner

BEFORE THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

**IN RE: SHADY SPRING PUBLIC SERVICE DISTRICT,
BRADLEY PUBLIC SERVICE DISTRICT,
NORTH BECKLEY PUBLIC SERVICE DISTRICT,
CRAB ORCHARD/MACARTHUR PUBLIC SERVICE DISTRICT.**

NOTICE

The County Commission of Raleigh County, West Virginia, shall hold a public hearing on January 28, 1997, at 11:00 am to modify, correct and realign the boundaries for the Public Service Districts providing sewer service in Raleigh County, West Virginia. In addition, the County Commission shall consider the transfer of all property from the dissolved Public Service Districts to the appropriate new Public Service Districts. The purpose of the realignment shall be to provide definite boundaries of each Public Service District and provide more efficient service to the citizens of Raleigh County. The new boundary for each Public Service District is attached and marked as Exhibit A.

**SHADY SPRING PUBLIC SERVICE
DISTRICT, BRADLEY PUBLIC SERVICE
DISTRICT, NORTH BECKLEY PUBLIC
SERVICE DISTRICT, CRAB
ORCHARD/MACARTHUR PUBLIC
SERVICE DISTRICT**

BEFORE THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

**IN RE: SHADY SPRING PUBLIC SERVICE DISTRICT,
BRADLEY PUBLIC SERVICE DISTRICT,
NORTH BECKLEY PUBLIC SERVICE DISTRICT,
CRAB ORCHARD/MACARTHUR PUBLIC SERVICE DISTRICT.**

This the 17th day of December, 1996, came the Petitioners and petitions the County Commission to approve the agreed Boundary modifications and corrections of all the Public Service Districts providing sewer service in Raleigh County, West Virginia. In addition, the Petitioners are requesting the County Commission approve transfer of all property from the dissolved Public Service Districts to the appropriate new Public Service District. The purpose of the realignment shall be to provide definite boundaries of each Public Service District and provide more efficient service to the citizens of Raleigh County. The new boundary for each Public Service District is attached and marked as Exhibit A.

Wherefore, the Petitioners request the County Commission to accept the new boundary lines for the Public Service Districts providing sewer service in Raleigh County, West Virginia, and set a public hearing as required by West Virginia Code 16-13A-2 and such other general relief this Court deems just and proper.

SHADY SPRING PUBLIC SERVICE
DISTRICT, BRADLEY PUBLIC SERVICE
DISTRICT, NORTH BECKLEY PUBLIC
SERVICE DISTRICT, CRAB
ORCHARD/MACARTHUR PUBLIC
SERVICE DISTRICT



Shady Spring Public Service District Legal Description

Beginning at a point where the centerline of the West Virginia Turnpike (I-77) intersects Piney Creek, ~~thence approximately 2.0 miles in a southeasterly direction along the centerline of the West Virginia Turnpike to its intersection with Sullivan Branch, a tributary of Piney Creek, approximately 1.0 mile in a southeasterly~~ direction to a point of Latitude and Longitude N37°42'28" W81°10'42", said point being on the ridge line of Griffiths Ridge, thence following Griffiths Ridge approximately 6.4 miles in a southeasterly direction to a point of Latitude and Longitude N37°38'35" W81°07'59", thence leaving Griffiths Ridge approximately 2.5 miles in a southerly direction to the intersections of the centerlines of Odd Road (County Route 48) and Bob Vines Road (County Route 48/4), thence approximately 1.2 miles in a southerly direction along the centerline of Bob Vines Road (County Route 48/4) to a point where County Route 48/4 intersect the Raleigh County line, thence into Mercer County approximately 1.6 miles in a southeasterly direction to a point of Latitude and Longitude N37°34'02" W81°07'11", thence approximately 0.6 miles due east to a point of Latitude and Longitude, N37°34'02" W81°06'33", thence approximately 0.4 miles in a northerly direction to a point of Latitude and Longitude N37°34'23" W81°06'31", thence approximately 0.3 miles in an easterly direction to a point of Latitude and Longitude N37°34'24" W81°06'09", thence approximately 0.8 miles in a northerly direction to a point of Latitude and Longitude N37°35'05" W81°06'09", thence approximately 0.5 miles to a northeasterly direction to a point where the Raleigh, Summers, and Mercer County lines have a common boundary point, thence along the Raleigh County line 45.9 miles in a northeasterly and northwesterly direction to the confluence of the Piney Creek and New River, thence approximately 2.3 miles in a southwesterly direction along the centerline of Piney Creek upstream to the confluence of Piney Creek and Fat Creek, said point being a common boundary between North Beckley, Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence following Fat Creek in a southerly direction from the confluence of Piney Creek and Fat Creek approximately 16,500 feet to the confluence of Fat Creek and Pedge Branch, a tributary of Fat Creek;

thence, following Pedge Branch in a southerly and easterly direction approximately 750 feet to an unnamed tributary of Pedge Branch;

thence, following the unnamed tributary of Pedge Branch approximately 1,800 feet in a southerly direction to the centerline of Interstate 64;

thence, following the centerline of Interstate 64 in a westerly direction approximately 12,600 feet to the intersection of Airport Road (West Virginia Route);

thence, following Airport Road (West Virginia Route 9/9) approximately 1,150 feet to the intersection of Airport Road and Orchard Hill Road (West Virginia Route 9)

thence, following Orchard Hill Road in a southerly and westerly direction approximately 3,900 feet to a point opposite the southernmost property corner of the Cherry Hills subdivision;

thence, following the property lines and two foot reservation easement of the Cherry Hills subdivision approximately 100 feet north-northwest and 800 feet west-northwesterly to a point on a ridge, being a common corner to Parcel 8, Shady Spring District 11, Tax Map No. 8.

thence, following the top of a ridge across Parcels 8, 8C and 5, Shady Spring District 11, Tax Map No. 8 to a point where Beaver Creek flows into Piney Creek, this line is further described as follows:

Leaving a point at the center of an existing gate at or near the property corner of the Cherry Hills subdivision and the Leon Lucas property further described as Parcel 8, Shady Spring District 11, Tax Map No. 8 (and having coordinates in the West Virginia State Plane Coordinate System of N276675, E1960025; thence approximately 640 feet in a west-southwest direction to a high point (N276340, E1959475 in the West Virginia State Plane Coordinate system);

thence approximately 500 feet west-northwest to a point on the ridge (N276630, E1959070); thence approximately 850 feet west-southwest to a high point (N276305, E1958290); thence approximately 575 feet southwest to a high point (N275880, E1957910); thence approximately 1,170 feet to a point on the centerline of Interstate 64 (N276360, E1956850) this point also being about 30 feet south of a sign crossing over the east bound lane of the road; thence following the centerline approximately 680 feet south (west-bound) to the center of a bridge crossing the highway (N275735, E1956590); thence leaving the Interstate centerline and following the ridge approximately 1,950 feet west to the point where Beaver Creek flows into Piney Creek (N275800, E1954640).

thence, following the centerline of Piney Creek upstream approximately 3,150 feet to a point where an old Chesapeake and Ohio railroad bridge crossed Piney Creek;

thence, leaving the centerline of Piney Creek and heading due south to the centerline of the Chesapeake and Ohio Railroad tracks;

thence, following the centerline of the Chesapeake and Ohio Railroad tracks in a southerly and westerly direction 4,300 feet to the centerline of a railroad bridge crossing Piney Creek;

thence, leaving the center line of the railroad tracks and following the centerline of Piney Creek approximately 3,600 feet to a point where a natural gas pipeline crosses Piney Creek; said point being a common boundary between Crab Orchard/MacArthur and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence following the centerline of Piney Creek upstream approximately 3.7 miles in a southwesterly direction to a point of beginning.

Crab Orchard/MacArthur Public Service District Legal Description

Beginning at a point of Latitude and Longitude N37°48'38" W81°14'07", said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point of Latitude and Longitude N37°46'40" W81°27'26", said point being a point on the Raleigh County line, thence with the Raleigh County line in a southeasterly and then northeasterly direction approximately 37.2 miles to a point where Bob Vines Road (County Route 48/4) intersects the Raleigh County line, thence approximately 1.2 miles in a northerly direction along the centerline of Bob Vines Road (County Route 48/4) to its intersection with Odd Road (County Rte. 48), thence approximately 2.5 miles in a northerly direction to a point of Latitude and Longitude N37°38'35" W81°07'59", said point being on the ridge line of Griffiths Ridge, thence following Griffiths Ridge approximately 6.4 miles in a northwesterly direction to a point of Latitude and Longitude N37°42'28" W81°10'42", thence leaving Griffiths Ridge in a northwesterly direction approximately 1.0 mile to the intersections of the centerlines of the West Virginia Turnpike (I-77) and Sullivan Road (County Rte. 25), thence approximately 2.0 miles in a northwesterly direction along the centerline of ~~the West Virginia Turnpike (I-77) to its intersection with Piney Creek, thence following the centerline of Piney Creek downstream approximately 3.7 miles in a northeasterly to a point where a natural gas pipeline crosses Piney Creek~~ said point being a common boundary between Crab Orchard/MacArthur and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence leaving Piney Creek and following a natural gas pipeline approximately 5,200 feet to its intersection with Raleigh Ridge Road (WV Route 19/10);

thence, following the centerline of Raleigh Ridge Road (WV Route 19/10) approximately 2,400 feet westerly to the intersection with the centerline of Fitzpatrick Road (WV Route 20);

thence, following the centerline of Fitzpatrick Road westerly approximately 3,500 feet to the centerline of the intersection with Old Pemberton Road and Old Soak Creek Road;

thence, leaving the intersection of Fitzpatrick Road, Old Pemberton Road, and Old Soak Creek Road and following a line across the West Virginia Turnpike Robert C. Byrd Drive interchange approximately 2250 feet to the west-southwest to a point at the intersection of the centerlines of Old Eccles Road (WV Route 3/18) and Highland Road;

thence, leaving the intersection of Old Eccles Road (WV Route 3/18) and Highland Drive and following Old Eccles Road in a westerly direction approximately 4,500 feet to the centerline of Old Mill Road (WV Route 3/21);

thence, leaving the centerline of Old Eccles Road and following the centerline of Old Mill Road approximately 2,000 feet in an easterly direction to the center a bridge over the West Virginia Turnpike;

thence, leaving Old Mill Road and following the centerline of the West Virginia Turnpike (Interstates 77 & 64) northerly approximately 2,650 feet to the centerline of the Chesapeake and Ohio railroad tracks following Whitestick Creek;

thence, leaving the West Virginia Turnpike centerline and following the centerline of the railroad tracks approximately 850 feet west to the centerline of Old Wickham Road;

thence, following the centerline of Old Wickham Road to the east approximately 600 feet to a point opposite the right-of-way of Hutchinson Road (not constructed);

thence, leaving the centerline of Old Wickham Road and following the centerline of the Hutchinson Road right-of-way to the north approximately 800 feet;

thence, leaving the right-of-way and following the property line between Tax Map District 10, Map No. 200-3 Parcels 65 through 75 and Parcels 117.1 through 123 for a total distance of approximately 618 feet;

thence, following the property line between Parcels 78 and 75 100.1 feet in an easterly direction to a property corner;

thence, leaving the property corner and following the property line between Parcel 78 and Parcels 76, 77, 79, and 80 northerly for a distance of 215 feet to the centerline of the Harold Road right-of-way;

thence, leaving the Harold Road right-of-way and following the property line between Parcels 81 through 87 and Parcels 106 and 107 northerly for a distance of 450 feet to the centerline of the Oppie Road right-of-way;

thence, leaving the Oppie Road right-of-way and following the property line between Parcel 93 and Parcel 94 northerly for a distance of 239 feet to the Harper Industrial Park tract;

thence, following Harper Industrial park property line approximately 860 feet in a northwesterly direction to a corner, approximately 1,400 feet northerly to a corner, approximately 1,200 feet east-northeasterly to a corner, being a common corner between ~~Parcels 106 and 107~~ on Town District 10, Tax Map No. 26;

thence, following the property line approximately 300 feet southeast to the centerline of George Street;

thence, following a line 800 feet due east to the centerline of Harper Park Drive;

thence approximately 520 feet east to the centerline of Harper Road (WV Rte. 3) and the centerline of the West Virginia Turnpike (I-77), thence following the centerline of the West Virginia Turnpike (I-77) in a northerly direction 600 feet to a point, said point being a common boundary between North Beckley and Crab Orchard/MacArthur Public Service Districts and the City of Beckley Sanitary Board; thence following a line 600 feet parallel to the north of the centerline of Harper Road (WV Rte. 3) in a northwesterly direction approximately 0.6 miles to a point where the

600 feet parallel offset intersects the Tamarack Entrance Road, thence 335± feet in a southwesterly direction along the centerline of the Tamarack Entrance Road to its intersection with Dry Hill Road (County Rte. 11), thence 0.4 miles in a northwesterly direction along the centerline of Dry Hill Road (County Rte. 11) to its intersection with Summit Drive, thence approximately 0.2 miles in a northwesterly direction to a point of Latitude and Longitude N37°48'06" W81°13'45", thence approximately 0.2 miles in a northwesterly direction to a point of Latitude and Longitude N37°48'14" W81°13'54", thence approximately 0.5 miles in a northwesterly direction to a point of beginning.

North Beckley Public Service District Legal Description

Beginning at a point of Latitude and Longitude N37°48'38" W81°14'07", said point being a common boundary between Bradley, Crab Orchard/MacArthur and North Beckley Public Service Districts, thence approximately 0.5 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'14" W81°13'54", thence approximately 0.2 miles in a southeasterly direction to a point of Latitude and Longitude N37°48'06" W81°13'45", thence approximately 0.2 miles in a southeasterly direction to the intersections of Summit Drive and Dry Hill Road (County Route 11), thence 0.4 miles in a southeasterly direction along the centerline of Dry Hill Road (County Route 11) to its intersection with the Tamarack Entrance Road, thence approximately 335± feet in a northeasterly direction along the centerline of the Tamarack Entrance Road, thence 0.6 miles in a southeasterly direction following a line 600 feet parallel to the north of the centerline of Harper Road (WV Rte. 3) to a point where the 600-foot parallel offset intersects the West Virginia Turnpike (I-77), said point being a common boundary between Crab Orchard/MacArthur and North Beckley Public Service Districts and the City of Beckley Sanitary Board, thence following the West Virginia Turnpike (I-77) right-of-way north approximately 1,400 feet to Pikeview Drive; at a point where the WV Turnpike and Pikeview Drive right-of-way split and the WV Turnpike Highway Maintenance Facility property begins,

thence, following Pikeview Drive north and east approximately 1,800 feet to the intersection of Pikeview Drive and New River Drive;

thence, following New River Drive east approximately 8,200 feet to the intersection of New River Drive and Robert C. Byrd Drive; several properties are excluded on either side of new River Drive that are currently served by the other utility;

thence, following the centerline of Robert C. Byrd Drive south approximately 100 feet to the center of the bridge crossing Little Whitestick Creek;

thence, following the center of Little Whitestick Creek east approximately 450 feet to the centerline of the bridge crossing Elm Street (formerly Center St.) And adjoining the property of the existing North Beckley PSD Hubbard Street Lift Station;

thence, leaving Elm Street and following the centerline of the alley east approximately 500 feet to the intersection of Lyons Street (formerly South Street);

thence, following the centerline of Lyons Street north approximately 75 feet to a point opposite the property corner dividing parcels 64 and 64.2 on the District 10, Tax Map, 100-3;

thence, leaving the centerline in an easterly direction and following the common boundary between Parcels No. 64 and 64.2 approximately 250 feet to a point, said point being the common corner between Parcels 64, 64.2 and 21 on Tax Map No. 100-3;

thence, in a northerly direction approximately 170 feet and following the common property line between Parcel 64 and Parcels 21, 20.01 and 20 to a point, the point being the common corner between Parcels 64, 20 and 19 on Tax Map No. 100-3;

thence, leaving the corner and traveling in an easterly direction approximately 230 feet following the common property line between Parcels 19 and 20 to a point on the centerline of Mellon Street (WV Route 19/45 and formerly Hancock Road);

thence, following the centerline of Mellon Street north approximately 1,070 feet to the intersection with the centerline of Rural Acres Drive (WV Route 19/8);

Note that there are properties excluded in this area that are currently served by the Sanitary Board or require gravity service to be served. These include the apartments and WV Glass on the north side of Rural Acres Drive.

thence, following the centerline of Rural Acres Drive in an easterly direction approximately 2,500 feet to the intersection with the centerline of Eisenhower Drive (US Routes 19 & 21);

thence, leaving the centerline of Rural Acres Drive and following the centerline of Eisenhower Drive approximately 250 feet in a southerly direction to a point opposite the property corner separating Parcels 97 and 98 between Hankwoods Drive and Neal Street;

thence, leaving the centerline of Eisenhower Drive in an easterly direction 25 feet to the property corner separating Parcels 97 and 98 on Raleigh County Tax Map 100-6, and continuing approximately 640 feet along the property line separating Parcels 91 through 97 from Parcels 98 through 103 and continuing along the same straight line approximately 350 feet to the centerline of Cranberry Creek, for a total distance of approximately 1,015 feet more or less;

thence, following Cranberry Creek approximately 8,500 feet to the point where Cranberry Creek joins Piney Creek;

thence, following the centerline of Piney Creek in a northerly and easterly direction approximately 21,000 feet to the confluence of Piney Creek and Fat Creek, said point being a common boundary between North Beckley and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence approximately 1.6 miles in a northeasterly direction along the centerline of Piney Creek to the confluence of Piney Creek and Batoff Creek, said point being a common Boundary between Bradley, North Beckley, and Shady Spring Public Service Districts, thence $N48^{\circ}58'46''W$ 630± feet to the centerline of Stanaford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanaford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 61), thence with the centerline of Stanaford Road (WV Route 41) approximately 120± feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of County Route 41/4 approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude $N37^{\circ}50'47'' W81^{\circ}10'46''$, thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude

$N37^{\circ}49'35'' W81^{\circ}11'26''$, thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude $N37^{\circ}49'54'' W81^{\circ}12'11''$, thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude $N37^{\circ}49'38'' W81^{\circ}12'51''$, thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude $N37^{\circ}49'54'' W81^{\circ}13'59''$, thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude $N37^{\circ}48'51'' W81^{\circ}13'29''$, thence approximately 840± feet in a southwesterly direction to a point of Latitude and Longitude $N37^{\circ}48'43'' W81^{\circ}13'32''$, thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

Bradley Public Service District Legal Description

Beginning at a point of Latitude and Longitude $N37^{\circ}48'38''$ $W81^{\circ}14'07''$, said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point of Latitude and Longitude $N37^{\circ}46'40''$ $W81^{\circ}27'26''$, said point being a point on the Raleigh County line, thence with the Raleigh County line in a northwesterly and then easterly direction approximately 57.9 miles to a point where the Raleigh County line intersects the New River, thence with the Raleigh County line and the New River upstream in a southerly direction approximately 3.3 miles to the confluence of the Piney Creek and New River, thence along the centerline of Piney Creek upstream in a southerly direction approximately 0.4 miles to the confluence of Batoff Creek and Piney Creek, said point being a common boundary between Shady Spring, North Beckley, and Bradley Public Service Districts, thence $N48^{\circ}58'46''W$ 630± feet to the centerline of Stanaford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanaford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 61), thence with the centerline of Stanaford Road (WV Route 41) approximately 120± feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of Powderkeg Road (County Route 41/4) approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude $N37^{\circ}50'47''$ $W81^{\circ}10'46''$, thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude $N37^{\circ}49'35''$ $W81^{\circ}11'26''$, thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude $N37^{\circ}49'54''$ $W81^{\circ}12'11''$, thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude $N37^{\circ}49'38''$ $W81^{\circ}12'51''$, thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude $N37^{\circ}49'54''$ $W81^{\circ}13'59''$, thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude $N37^{\circ}48'51''$ $W81^{\circ}13'29''$, thence approximately 840± feet in a southwesterly direction to a point of Latitude and Longitude $N37^{\circ}48'43''$ $W81^{\circ}13'32''$, thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

AFFIDAVIT OF PUBLICATION
BECKLEY NEWSPAPERS INC.
BECKLEY, WEST VIRGINIA

January 14, 19 97

STATE OF WEST VIRGINIA
COUNTY OF RALEIGH, to-wit:

Jack L. Scott, being first duly sworn upon my oath, do depose and say that I am Director of Advertising for Beckley Newspapers Inc., a corporation, publisher of the newspaper entitled The Register-Herald, an Independent newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published daily, for at least fifty weeks during each calendar year, in the municipality of Beckley, Raleigh County, West Virginia; that such newspaper is a newspaper of "general circulation" as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and county; that such newspaper averages in length four or more pages, exclusive of cover, per issue; that such newspaper is circulated to the general public at a finite price of consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous read-matters, advertisements and other notices; that the annexed notice

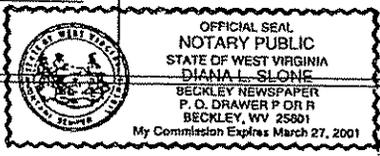
Notice of Public Hearing
(Description of notice)

was duly published in said newspaper once a week for two successive weeks (Class II), commencing with the issue of the 7th day of January, 1997, and ending with the issue of the 14th day of January, 1997, (and was posted at the _____ the _____ day of _____); that said annexed notice was published on the following dates: January 7 & 14, 1997 and that the cost of publishing said annexed notice as aforesaid was \$ 673.09.

Signed _____
Jack L. Scott
Director of Advertising
Beckley Newspapers

I, _____, subscribed and sworn to before me in my said county this 4th day of January, 19 97.
My commission expires March 27, 2001

Diana L. Slone
Notary Public of Raleigh County,
West Virginia



North Beckley Public Service District Legal Description

Beginning at a point of Latitude and Longitude N 37 degrees 48' 38" W 81 degrees 14' 07", said point being a common boundary between Bradley, Crab Orchard/MacArthur and North Beckley Public Service Districts, thence approximately 95 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 48' 14" W 81 degrees 13' 54", thence approximately 0.2 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 48' 09" W 81 degrees 13' 45", thence approximately 0.2 miles in a southeasterly direction to the intersection of Summit Drive and Dry Hill Road (County Route 11) to its intersection with the Tamarack Entrance Road, thence approximately 3354 feet in a northeasterly direction along the centerline of the Tamarack Entrance Road, thence 0.6 miles in a southeasterly direction following a line 600 feet parallel to the north of the centerline of Harper Road (WV Rte. 3) to a point where the 600-foot parallel offset intersects the West Virginia Turnpike (I-77), said point being a common boundary between Crab Orchard/MacArthur and North Beckley Public Service Districts and the City of Beckley Sanitary Board, thence following the West Virginia Turnpike (I-77) right-of-way north approximately 1,400 feet to Pikeview Drive; at a point where the WV Turnpike and Pikeview Drive right-of-way split and the WV Turnpike Highway Maintenance Facility property begins, thence, following Pikeview Drive north and east approximately 1,800 feet to the intersection of Pikeview Drive and New River Drive; thence, following New River Drive east approximately 8,200 feet to the intersection of New River Drive and Robert C. Byrd Drive; several properties are excluded on either side of New River Drive that are currently served by the other utility; thence, following the centerline of Robert C. Byrd Drive south approximately 100 feet to the center of the bridge crossing Little Whitesick Creek; thence, following the center of Little Whitesick Creek east approximately 450 feet to the centerline of the bridge crossing Elm Street (formerly Center St.) And adjoining the property of the existing North Beckley PSD Hubbard Street Lift Station; thence, leaving Elm Street and following the centerline of the alley east approximately 500 feet to the intersection of Lyons Street (formerly South Street); thence, following the centerline of Lyons Street north approximately 75 feet to a point opposite the property corner dividing parcels 64 and 64.2 on the District 10, Tap Map, 100-3; thence, leaving the centerline in an easterly direction and following the common boundary between Parcels No. 64 and 64.2 approximately 250 feet to a point, said point being the common corner between Parcels 64, 64.2 and 21 on Tax Map No. 100-3; thence, in a northerly direction approximately 170 feet and following the common property line between Parcel 64 and Parcels 21, 20.01 and 20 to a point, the point being the common corner between Parcels 64, 20 and 19 on Tax Map No. 100-3; thence, leaving the corner and traveling in an easterly direction approximately 230 feet following the common property line between Parcels 19 and 20 to a point on the centerline of Mellon Street (WV Route 19/45 and formerly Hancock Road); thence, following the centerline of Mellon Street north approximately 1,070 feet to the intersection with the centerline of Rural Acres Drive (WV Route 19/8); Note that there are properties excluded in this area that are currently served by the Sanitary Board or require gravity service to be served. These include the apartments and WV Glass on the north side of Rural Acres Drive. thence, following the centerline of Rural Acres Drive in an easterly direction approximately 2,500 feet to the intersection with the centerline of Eisenhower Drive (US Routes 19 & 21); thence, leaving the centerline of Rural Acres Drive and following the centerline of Eisenhower Drive approximately 250 feet in a southerly direction to a point opposite the property corner separating Parcels 97 and 98 between Hankwoods Drive and Neal Street; thence, leaving the centerline of Eisenhower Drive in an easterly direction 25 feet to the property corner separating Parcels 97 and 98 on Raleigh County Tax Map 100-8, and continuing approximately 640 feet along the property line separating Parcels 91 through 97 from Parcels 98 through 103 and continuing along the same straight line approximately 350 feet to the centerline of Cranberry Creek, for a total distance of approximately 1,015 feet more or less; thence, following Cranberry Creek approximately 8,500 feet to the point where Cranberry Creek joins Piny Creek; thence, following the centerline of Piny Creek in a northerly and easterly direction approximately 21,000 feet to the confluence of Piny Creek and Fat Creek, said point being a common boundary between North Beckley and Shady Spring Public Service Districts and the City of Beckley Sanitary Board, thence approximately 1.8 miles in a northeasterly direction along the centerline of Piny Creek to the confluence of Piny Creek and Batoff Creek, said point being a common boundary between Bradley, North Beckley, and Shady Spring Public Service Districts, thence N 48 degrees 58' 46" W 830 +/- feet to the centerline of Stanford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 81), thence with the centerline of Stanford Road (WV Route 41) approximately 120 +/- feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of County Route 41/4 approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude N 37 degrees 50' 47" W 81 degrees 10' 48", thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 35" W 81 degrees 11' 28", thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 54" W 81 degrees 12' 11", thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 49' 38" W 81 degrees 12' 51", thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 54" W 81 degrees 13' 59", thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 48' 51" W 81 degrees 13' 29", thence approximately 840 +/- feet in a southwesterly direction to a point of Latitude and Longitude N 37 degrees 48' 43" W 81 degrees 13' 32", thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

Bradley Public Service District Legal Description

Beginning at a point of Latitude and Longitude N 37 degrees 48' 38" W 81 degrees 14' 07", said point being a common boundary between Crab Orchard/MacArthur, North Beckley, and Bradley Public Service Districts, thence approximately 12.4 miles in a southwesterly direction to a point of Latitude and Longitude N 37 degrees 48' 40" W 81 degrees 27' 28", said point being a point on the Raleigh County line; thence with the Raleigh County line in a northwesterly and then easterly direction approximately 57.9 miles to a point where the Raleigh County line intersects the New River, thence with the Raleigh County line and the New River upstream in a southerly direction approximately 3.3 miles to the confluence of the Piny Creek and New River, thence along the centerline of Piny Creek upstream in a southerly direction approximately 0.4 miles to the confluence of Batoff Creek and Piny Creek, said point being a common boundary between Shady Spring, North Beckley, and Bradley Public Service Districts, thence N 48 degrees 58' 46" W 830 +/- feet to the centerline of Stanford Road (WV Rte. 41), thence westerly approximately 2.2 miles along the centerline of Stanford Road (WV Rte. 41) to its intersection with Mill Creek Road (WV Rte. 81), thence with the centerline of Stanford Road (WV Route 41) approximately 120 +/- feet in a southeasterly direction to its intersection with Powderkeg Road (County Route 41/4), thence in a westerly direction along the centerline of Powderkeg Road (County Route 41/4) approximately 0.2 miles to the extreme end of Powderkeg Road (County Route 41/4), thence approximately 2.3 miles in a westerly direction to a point of Latitude and Longitude N 37 degrees 50' 47" W 81 degrees 10' 48", thence approximately 1.5 miles in a southwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 35" W 81 degrees 11' 28", thence approximately 0.8 miles in a northwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 54" W 81 degrees 12' 11", thence approximately 0.7 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 49' 38" W 81 degrees 12' 51", thence approximately 1.1 miles in a northwesterly direction to a point of Latitude and Longitude N 37 degrees 49' 54" W 81 degrees 13' 59", thence approximately 1.3 miles in a southeasterly direction to a point of Latitude and Longitude N 37 degrees 48' 51" W 81 degrees 13' 29", thence approximately 840 +/- feet in a southwesterly direction to a point of Latitude and Longitude N 37 degrees 48' 43" W 81 degrees 13' 32", thence approximately 0.5 miles in a southwesterly direction to a point of beginning.

1-14-Tue-2-RH

RE: BUDGET REVISION, COAL SEVERANCE

Commissioner Baker moved to approve the revision as recommended by County Administrator, Dennis Sizemore, motion seconded by Commissioner Humphrey and carried.

(see following page)

I, BETTY RIFFE, Clerk of the County Commission of Raleigh County, West Virginia, hereby certify that the foregoing is a true copy from the records of my office.

In Testimony Whereof, I hereunto place my hand and affix my seal of said Commission this the 30 day of May, 07

BETTY RIFFE, Clerk
By Sherril Sestle, Deputy

At a regular meeting of the County Court of Raleigh County, West Virginia, held at the courthouse on the 13th day of November, 1962, at 10:00 a.m., there were present John C. Ward, President, and H. G. Farmer, Commissioner. H. G. Farmer introduced and caused to be read a proposed resolution and order entitled:

"A Resolution and Order Proposing the Creation of a Public Service District within Raleigh County, West Virginia, and Providing for the Establishment of a Date of a Public Hearing Thereon and for Publication of a Notice of such Public Hearing";

and moved that all rules otherwise requiring deferred consideration be suspended and the adoption of said proposed resolution and order. In the absence of A. J. Lilly, Commissioner, John C. Ward, President, seconded said motion, and after due consideration the President called for a vote upon said motion with the following result:

For the Motion: John C. Ward, President
H. G. Farmer, Commissioner

Against the Motion: None

The said resolution and order follows:

"WHEREAS, the County Court of Raleigh County, deeming it to be in the public interest, on its own motion proposes the creation of a public service district within Raleigh County, West Virginia; and

"WHEREAS, pursuant to the provisions of Article 13A of Chapter 16 of the Code of West Virginia, a public hearing is required to be held relative to the creation of the proposed public service district;

"NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the County Court of Raleigh County, West Virginia, as follows:

"Section 1. That the County Court of Raleigh County, West Virginia, deeming it to be in the public interest, hereby

proposes the creation of a public service district within Raleigh County, West Virginia, as provided by Article 13A of Chapter 16 of the Code of West Virginia.

"Section 2.

"a) The name and corporate title of said public service district shall be the North Beckley Public Service District.

"b) The Territory to be embraced in the public service district shall be as follows:

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Beginning at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab-Orchard MacArthur Public Service District; thence in a northeasterly direction approximately 3 1/2 miles with a point of latitude and longitude N 37° 50' 36" W 81° 11' 54"; thence due east approximately .4 mile to a point of latitude and longitude N 37° 50' 38" W 81° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W 81° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W 81° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 31/4 to its intersection with State Routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District # 1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District # 1 to its intersection with State Route 22; thence in a westerly direction with State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District # 1 to the northern most corner of the Shady Spring Public Service District # 1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point^{also} being a corner of the Crab Orchard-MacArthur Public Service District.

thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of beginning.

"c) The purpose of said public service district shall be to construct or acquire by purchase or otherwise and maintain, operate and improve and extend properties supplying sewerage or water services or both within such territory.

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

"Section 3. That on the 11th day of December, 1962, at the hour of 1:30 p.m. this County Court shall meet in the County Courtroom in the courthouse at Beckley, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed public service district, at which time and place all persons residing in or owning or having any interest in property in the proposed public service district may appear and shall have an opportunity to be heard for and against the creation of said district, and, at such hearing, the County Court shall consider and determine the feasibility of the creation of the proposed public service district.

"Section 4. That the Clerk of this Court is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on November 30, 1962, in The Beckley Post-Herald, a newspaper of general circulation published in Raleigh County."

"NOTICE OF PUBLIC HEARING ON CREATION OF NORTH
BECKLEY PUBLIC SERVICE DISTRICT"

"Notice is hereby given that deeming it to be in the public interest the County Court of Raleigh County, West Virginia, on its own motion, has proposed the creation of a public service district within Raleigh County for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation

and extension of public service properties supplying sewerage or water services or both within the district hereinafter described, to be named North Beckley Public Service District and having the following description:

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Beginning at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab-Orchard MacArthur Public Service District; thence in a northeasterly direction approximately 3 1/2 miles with a point of latitude and longitude N 37° 50' 38" W 81° 11' 54"; thence due east approximately .4 mile to a point of latitude and longitude N 37° 50' 38" W 81° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W 81° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W 81° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 41/4 to its intersection with State Routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District # 1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District # 1 to its intersection with State Route 22; thence in a westerly direction with ~~the~~ State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District # 1 to the northern most corner of the Shady Spring Public Service District # 1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point^{also} being a corner of the Crab Orchard-MacArthur Public Service District.

thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of beginning.

"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 Raleigh County will conduct a public hearing on the 11th day of December, 1962, at 1:30 o'clock p.m. in the County Courtroom in the Courthouse at Beckley, 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 13th day of November, 1962.

ATTEST: C. O. Smith, Jr.
Clerk of the County Court of
Raleigh County, West Virginia

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

I, C. C. Smith, Jr., Clerk of the County Court of
Raleigh County, West Virginia, hereby certify that the foregoing
is a true and correct copy of an order entered by the County Court
of Raleigh County at a regular meeting held on the 13th day of
November, 1962.

Given under my hand this 25th day of May
1963.

C. C. Smith, Jr.
Clerk *C.C.*
County Court of Raleigh County

(Court's seal)

West Virginia:

At a regular session of the County Court of Raleigh County, West Virginia, held at the Courthouse in the County Courtroom thereof, on the 26th day of January, 1963. P R E S E N T: John C. Ward, President
H. G. Farmer, Commissioner
Charles T. Burdiss, Com.

RESOLUTION AND ORDER APPOINTING MEMBERS TO

THE PUBLIC SERVICE BOARD OF THE NORTH

BECKLEY PUBLIC SERVICE DISTRICT

The following resolution and order was adopted by unanimous vote of the County Court of Raleigh County, West Virginia, upon motion of H. G. Farmer, seconded by Charles T. Burdiss:

WHEREAS, the County Court of Raleigh County, West Virginia, did heretofore, by resolution and order passed December 11, 1962, create North Beckley Public Service District; and

WHEREAS, under the provision of Article 13a, 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;

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

Section 1. That the said court hereby finds and determines that the following persons, who are residents of North Beckley Public Service District are hereby appointed members of the public service board of said district, and their respective terms of office shall be as follows: James D. Lilly for a term of six years from December 1, 1962; Cary Don Houchins for a term of four years from December 1, 1962; and Walter James for a term of two years from December 1, 1962.

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 the oath of office, and thereafter said appointees constituting the initial public service board of North Beckley Public Service District shall meet and organize in compliance with the provisions of Article 13a of Chapter 16 of the Code of West Virginia.

(Com Record No.32
page 185)

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

I, C. O. Smith, Jr., Clerk of the County Court of
Raleigh County, West Virginia, hereby certify that the foregoing
is a true and correct copy of an order entered by the County
Court of Raleigh County at a regular meeting held on the 26th
day of January, 1963.

Given under my hand this 4 day of March,
1963.

C. O. Smith, Jr.
Clerk
County Court of Raleigh County
By Elinor Hunt *EC*

(Court's Seal)

West Virginia:

At a regular session of the County Court of Raleigh County, West Virginia, held at the Courthouse in the County Courtroom thereof, on the 26th day of January, 1963. P R E S E N T: John C. Ward, President
H. C. Farmer, Commissioner
Charles T. Burdiss, Com.

RESOLUTION AND ORDER APPOINTING MEMBERS TO

THE PUBLIC SERVICE BOARD OF THE NORTH

BECKLEY PUBLIC SERVICE DISTRICT

The following resolution and order was adopted by unanimous vote of the County Court of Raleigh County, West Virginia, upon motion of H. G. Farmer, seconded by Charles T. Burdiss:

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WHEREAS, under the provision of Article 13a, 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;

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

Section 1. That the said court hereby finds and determines that the following persons, who are residents of North Beckley Public Service District are hereby appointed members of the public service board of said district, and their respective terms of office shall be as follows: James D. Lilly for a term of six years from December 1, 1962; Cary Don Houchins for a term of four years from December 1, 1962; and Walter James for a term of two years from December 1, 1962.

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 the oath of office, and thereafter said appointees constituting the initial public service board of North Beckley Public Service District shall meet and organize in compliance with the provisions of Article 13a of Chapter 16 of the Code of West Virginia.

(Com Record No. 32
page 185)

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

I, C. O. Smith, Jr., Clerk of the County Court of Raleigh County, West Virginia, hereby certify that the foregoing is a true and correct copy of an order entered by the County Court of Raleigh County at a regular meeting held on the 26th day of January, 1963.

Given under my hand this 4 day of March,
1963.

C. O. Smith, Jr.
Clerk
County Court of Raleigh County
Prof. Edwin Hunt, Jr.

(Court's Seal)

Pursuant to the provisions of a resolution and order adopted January 26, 1963, by the County Court of Raleigh County, West Virginia, entitled:

"RESOLUTION AND ORDER APPOINTING MEMBERS TO PUBLIC SERVICE BOARD OF THE NORTH BECKLEY PUBLIC SERVICE DISTRICT."

the persons who had been appointed members of said public service board by said resolution and order and who had qualified by taking an oath of office, met at the Office of the Houchins Manufacturing Co. in Skelton, West Virginia, at 7:30 p.m. on February 20, 1963, for the purpose of organization. There were present: James D. Lilly, Cary D. Houchins and Walter James. James D. Lilly was elected Chairman of said public service board by a unanimous vote of the members.

Chairman Lilly asked for nominations for appointment to the office of Secretary of the public service board. It was moved by Walter James and seconded by Cary D. Houchins that Cary D. Houchins be appointed Secretary of the public service board. The motion was adopted by the following vote:

Aye: James D. Lilly
Cary D. Houchins
Walter James

Nay: None

Chairman Lilly asked for nominations for appointment to the office of Treasurer of North Beckley Public Service District. It was moved by Cary D. Houchins and seconded by Walter James that Walter James be appointed Treasurer of the North Beckley Public Service District. The motion was adopted by the following vote:

Aye: James D. Lilly
Cary D. Houchins
Walter James

Nay: None

The Chairman then stated that it was in order to provide a corporate seal for the district. It was moved by Cary D. Houchins and seconded by Walter James that the Secretary be instructed to procure a seal for the district, said seal to contain the words "North Beckley Public Service District, Raleigh County, West Virginia." The motion was adopted by the following vote:

Aye: James D. Lilly
Cary D. Houchins
Walter James

Nay: None

The Chairman then announced that Section 1409(38d) of Article 13a of Chapter 16 of the West Virginia Code requires that the public service board determine by resolution its own rules of procedure, fix the time and place of its meetings and the manner in which special meetings may be called. Thereupon, the following resolution was introduced by Cary D. Houchins and on motion of Cary D. Houchins and seconded by Walter James was adopted by the following vote:

Aye: James D. Lilly
Cary D. Houchins
Walter James

Nay: None

"A RESOLUTION SETTING FORTH RULES OF PROCEDURE FOR THE PUBLIC SERVICE BOARD OF NORTH BECKLEY PUBLIC SERVICE DISTRICT FIXING THE TIME AND PLACE OF THE MEETINGS OF SAID BOARD AND THE MANNER IN WHICH SPECIAL MEETINGS MAY BE CALLED."

"BE IT AND IT IS HEREBY RESOLVED BY THE PUBLIC SERVICE BOARD OF NORTH BECKLEY PUBLIC SERVICE DISTRICT, RALEIGH COUNTY, WEST VIRGINIA, AS FOLLOWS:

"Section 1. Regular meetings of the Public Service Board of North Beckley Public Service District shall be held without notice at the office of the Houchins Manufacturing Co. in Skelton, West Virginia, on the 1st Wednesday of each month at 7:30 p.m. unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day.

"Section 2. The first regular meeti. in January, 1964, and the first regular meeting in January on each succeeding year shall be the annual organization meeting, at which time a Chairman shall be selected from the members of the Board and a Secretary and Treasurer shall be appointed.

"Section 3. The Chairman of the Public Service Board may, when he deems it expedient and shall, upon the written request of two members of the Board, call a special meeting of the Board for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Board or may be mailed to the business or home address of each member of the Board at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all the members of the Board are present at a special meeting, any and all business may be transacted at such special meeting.

"Section 4. A majority of the members of the Board shall constitute a quorum for the purpose of conducting the business and exercising the powers of the District and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Board upon a vote of a majority of the members of said Board.

"Section 5. At the regular meetings of the Board the following shall be the order of business:

- "1. Roll Call
- "2. Reading and approval of the minutes of the previous meeting
- "3. Bills and communications
- "4. Reports of the Secretary and Treasurer
- "5. Reports of committees
- "6. Unfinished business
- "7. New business
- "8. Adjournment

"Section 6. All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Board, and the voting on all questions coming before the Board shall be by roll call and the Ayes and Nays shall be entered upon the minutes of such meeting."

Thereupon, the following resolution was introduced by Cary D. Houchins, read in full and pursuant to motion made by Cary D. Houchins and seconded by Walter James, was adopted by the following vote:

Aye: James D. Lilly
Cary D. Houchins
Walter James

Nay: None

"Whereas, North Beckley Public Service District, herein called the 'Applicant,' after thorough consideration of the various aspects of the problem and study of available data has hereby determined that the construction of certain public works, generally described as a sanitary sewerage system and sewage treatment plant in said district is desirable and in the public interest and to that end it is necessary that action preliminary to the construction of said works be taken immediately; and

"WHEREAS, under the terms of Public Law 560, 83rd Congress, as amended, the United States of America has authorized the making of advances to public bodies to aid in financing the cost of engineering and architectural surveys, designs, plans, working drawings, specifications or other action preliminary to and in preparation for the construction of public works; and

"WHEREAS, the Applicant has examined and duly considered such Act and the Applicant considers it to be in the public interest and to its benefit to file an application under said Act and to authorize other action in connection therewith;

WEST VIRGINIA:

At a regular session of the County Court of Raleigh County, West Virginia, held on the 11th day of December, 1962, in the County Court Room of the Court House.

P R E S E N T: John C. Ward, President
H. G. Farmer, Commissioner
A. J. Lilly, Commissioner

This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed North Beckley Public Service District, as contemplated and provided for in an order heretofore passed by this Court on the 13th day of November, 1962, 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 would be heard, and all such interested persons desiring to be heard were given full opportunity. Among those present at the meeting were W. Beverly Hume, County Sanitarian, Raleigh County, Dennis M. Leary, Jr., Engineer, W. H. File, Jr., Attorney, and several residents and property owners from the proposed district.

The County Court, having further discussed and considered the feasibility of the creation of the proposed district, is of the opinion that in the public interest, the said district should be created.

Thereupon, H. G. Farmer, Commissioner, moved the passage of the following resolution and order, which motion was duly seconded by A. J. Lilly, Commissioner, and passed unanimously by said Court:

WHEREAS, the County Court of Raleigh County, West Virginia, did heretofore, by an order passed on the 13th day of November, 1962,

fix a date for a public hearing on the creation of the proposed North Beckley Public Service District, and in and by said 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 order and by Article 13a of Chapter 16 of the Code of West Virginia, 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 Resolved and Ordered by the County Court of Raleigh County, West Virginia, as follows:

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

BEGINNING at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab Orchard-MacArthur Public Service District; thence in a northeasterly direction approximately 3½ miles with a point of latitude and longitude N 37° 50' 38" W 81° 11' 54"; thence due east approximately .4 mile to a point of latitude and

longitude N 37° 50' 38" W 81° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W 81° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W 81° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 41/4 to its intersection with State Routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District #1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District #1 to its intersection with State Route 22; thence in a westerly direction with State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District #1 to the northern most corner of the Shady Spring Public Service District #1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point also

being a corner of the Crab Orchard-MacArthur Public Service District; thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of Beginning.

Section 2. That said public service district so created shall have the name and corporate title of "North Beckley 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 13a, Chapter 16, of the Code of West Virginia.

Section 3. That the County Court of Raleigh County, West Virginia, has determined that the territory within said county, being in Town District, is so situated that the construction or acquisition by purchase or otherwise, and the maintenance, operation, improvement and extension of properties supplying sewerage or water services or both within such territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such area.

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

I, C. O. Smith, Jr., Clerk of the County Court of Raleigh County, West Virginia, hereby certify that the foregoing is a true and correct copy of an order entered by the County Court of Raleigh County at a regular meeting held on the 11th day of December, 1962.

Given under my hand this 11th day of December,

1962.

C. O. Smith, Jr.
Clerk, County Court of Raleigh
County

(COURT'S SEAL)

Publisher's Fee \$.....

COPY OF PUBLICATION

"NOTICE OF PUBLIC HEARING
ON CREATION OF NORTH
BECKLEY PUBLIC SERVICE
DISTRICT"

"Notice is hereby given that deeming it to be in the public interest the County Court of Raleigh County, West Virginia, on its own motion, has proposed the creation of a public service district within Raleigh County for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation and extension of public service properties supplying sewerage or water services or both within the district hereinafter described, to be named North Beckley Public Service District and having the following description:

NORTH BECKLEY
PUBLIC SERVICE DISTRICT

Beginning at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37 degrees 45' 30" W 31 degrees 14' 40" said point being the most northerly point of the Crab-Orchard MacArthur Public Service District; thence in a north-easterly direction approximately 3 1/2 miles with a point of latitude and longitude N 37 degrees 50' 30" W 81 degrees 11' 54"; thence due east approximately .4 mile to a point of latitude and longitude N 37 degrees 50' 22" W 81 degrees 11' 28"; thence due south approximately .7 mile to a point of latitude and longitude N 37 degrees 50' 00" W 81 degrees 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37 degrees 50' 00" W 81 degrees 03' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41-4; thence with West Virginia State Route 41-4 to its intersection with States Routes 41 and 61; thence with routes 41 and 61 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District No. 1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District No. 1 to its intersection with State Route 22; thence in a westerly direction with State Route 22 to its intersection with State Route 9; thence continuing in westerly direction with State Route 9 to its intersection with State Route 9-7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District No. 1, said corner being at the intersection of Route 9-7 commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately 3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point also being a corner of the Crab Orchard-MacArthur Public Service District; thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of beginning.

"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 Raleigh County will conduct a public hearing on the 11th day of December, 1962, at 1:30 o'clock p.m. in the County Courtroom in the Courthouse at Beckley, 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 13th day of November, 1962.
C. O. Smith, Jr.
Clerk of the County Court of Raleigh County, West Virginia

195.....

STATE OF WEST VIRGINIA,

County of Raleigh, To-Wit:

I, _____, Editor of The Beckley Post-Herald, a newspaper published in said Raleigh County, do hereby certify that the attached notice was published in said newspapers once a week for _____ consecutive weeks, commencing on the _____ day of _____, 19____, and that a copy of same was posted at the front door of the court house of Raleigh County, West Virginia, on the _____ day of _____, 19____.

Editor BECKLEY POST-HERALD

IN RE: NORTH BECKLEY PUBLIC SERVICE DISTRICT.

H. G. Farmer introduced and caused to be read a proposed resolution and order entitled:

"A Resolution and Order Proposing the Creation of a Public Service District within Raleigh County, West Virginia, and Providing for the Establishment of a Date of a Public Hearing Thereon and for Publication of a Notice of such Public Hearing";

and moved that all rules otherwise requiring deferred consideration be suspended and the adoption of said proposed resolution and order. In the absence of A. J. Lilly, Commissioner, John C. Ward, President, seconded said motion, and after due consideration the President called for a vote upon said motion with the following result:

For the Motion: John C. Ward, President
H. G. Farmer, Commissioner

Against the Motion: None

The said resolution and order follows:

"WHEREAS, the County Court of Raleigh County, deeming it to be in the public interest, on its own motion proposes the creation of a public service district within Raleigh County, West Virginia; and

"WHEREAS, pursuant to the provisions of Article 13A of Chapter 16 of the Code of West Virginia, a public hearing is required to be held relative to the creation of the proposed public service district,

"NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the County Court of Raleigh County, West Virginia, as follows:

"Section 1. That the County Court of Raleigh County, West Virginia, deeming it to be in the public interest, hereby

proposes the creation of a public service district within Raleigh County, West Virginia, as provided by Article 13A of Chapter 16 of the Code of West Virginia.

"Section 2.

"a) The name and corporate title of said public service district shall be the North Beckley Public Service District.

"b) The Territory to be embraced in the public service district shall be as follows:

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Beginning at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab Orchard MacArthur Public Service District; thence in a northeasterly direction approximately 3 1/2 miles with a point of latitude and longitude N 37° 50' 38" W 81° 11' 54"; thence due east approximately .4 mile to a point of latitude and longitude N 37° 50' 38" W 81° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W 81° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W 81° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 31/4 to its intersection with State Routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District # 1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District # 1 to its intersection with State Route 22; thence in a westerly direction with ~~State~~ State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District # 1 to the northern most corner of the Shady Spring Public Service District # 1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point ^{also} being a corner of the Crab Orchard-MacArthur Public Service District.

North Beckley Public Service District

Page Two

thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof to the point of beginning.

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

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

"Section 3. That on the 11th day of December, 1962, at the hour of 1:30 p.m. this County Court shall meet in the County Courtroom in the courthouse at Beckley, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed public service district, at which time and place all persons residing in or owning or having any interest in property in the proposed public service district may appear and shall have an opportunity to be heard for and against the creation of said district, and, at such hearing, the County Court shall consider and determine the feasibility of the creation of the proposed public service district.

"Section 4. That the Clerk of this Court is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on November 30, 1962, in The Beckley Post-Herald, a newspaper of general circulation published in Raleigh County."

"NOTICE OF PUBLIC HEARING ON CREATION OF NORTH
BECKLEY PUBLIC SERVICE DISTRICT"

"Notice is hereby given that deeming it to be in the public interest the County Court of Raleigh County, West Virginia, on its own motion, has proposed the creation of a public service district within Raleigh County for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation and extension of public service properties supplying sewerage or water services or both within the district hereinafter described, to be named North Beckley Public Service District and having the following description:

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Beginning at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab Orchard-MacArthur Public Service District; thence in a northeasterly direction approximately 3 1/2 miles with a point of latitude and longitude N 37° 50' 38" W 81° 11' 54"; thence due east approximately .4 mile to a point of latitude and longitude N 37° 50' 38" W 81° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W 81° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W 81° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 41/4 to its intersection with State Routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District # 1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District # 1 to its intersection with State Route 22; thence in a westerly direction with State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District # 1 to the northern most corner of the Shady Spring Public Service District # 1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most north-eastern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harter Road, said point being a corner of the Crab Orchard-MacArthur Public Service District;

North Beckley Public Service District

Page Two

thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of beginning.

IN RE: NORTH BECKLEY PUBLIC SERVICE
DISTRICT

This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed North Beckley Public Service District, as contemplated and provided for in an order heretofore passed by this Court on the 13th day of November, 1962, 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 would be heard, and all such interested persons desiring to be heard were given full opportunity. Among those present at the meeting were W. Beverly Hume, County Sanitarian, Raleigh County, Dennis M. Leary, Jr., Engineer, W. H. Eile, Jr., Attorney, and several residents and property owners from the proposed district.

The County Court, having further discussed and considered the feasibility of the creation of the proposed district, is of the opinion that in the public interest, the said district should be created.

Thereupon, H. G. Farmer, Commissioner, moved the passage of the following resolution and order, which motion was duly seconded by A. J. Lilly, Commissioner, and passed unanimously by said Court:

WHEREAS, the County Court of Raleigh County, West Virginia, did heretofore, by an order passed on the 13th day of November, 1962,

fix a date for a public hearing on the creation of the proposed North Beckley Public Service District, and in and by said 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 order and by Article 13a of Chapter 16 of the Code of West Virginia, 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 Resolved and Ordered by the County Court of Raleigh County, West Virginia, as follows:

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

BEGINNING at a point of latitude and longitude as shown on a general highway map of Raleigh County, Revised January 1, 1957, said point being N 37° 48' 30" W 81° 14' 40" said point being the most northerly point of the Crab Orchard-MacArthur Public Service District; thence in a northeasterly direction approximately 3/4 miles with a point of latitude and longitude N 37° 50' 38" W 81° 11' 54"; thence due east approximately 1/4 mile to a point of latitude and

longitude N 37° 50' 38" W B1° 11' 20"; thence due south approximately .7 mile to a point of latitude and longitude N 37° 50' 00" W B1° 11' 20"; thence due east approximately 2.6 mile to a point of latitude and longitude N 37° 50' 00" W B1° 08' 40"; thence in a northeasterly direction approximately 1.1 miles to the extreme end of West Virginia State Highway 41/4; thence with West Virginia State Route 41/4 to its intersection with State routes 41 and 61; thence with routes 41 and 19 to the south side of New River at Royal; thence with the south side of New River in a general easterly direction to the mouth of Glade Creek; thence in a general southerly direction with Glade Creek and with the Shady Spring Public Service District #1 line to its intersection with the district line of Shady Spring and Richmond District at the mouth of Scott Branch; thence with Scott Branch and the north boundary line of the Shady Spring Public Service District #1 to its intersection with State Route 22; thence in a westerly direction with State Route 22 to its intersection with State Route 9; thence continuing in a westerly direction with State Route 9 to its intersection with State Route 9/7; thence in a general northwesterly direction and continuing with the north boundary line of the Shady Spring Public Service District #1 to the northern most corner of the Shady Spring Public Service District #1, said corner being at the intersection of Route 9/7, commonly called the Old Worley Road and the corporate limits to the City of Beckley; thence in a northwesterly direction and with the corporate line of the City of Beckley to its intersection with Little Whitestick Creek; thence continuing with the corporate line of the City of Beckley in a general westerly direction to the most northwestern corner of the corporation line of the City of Beckley, said corner being approximately .3 mile north of West Virginia State Route 3, commonly known as the Harper Road, said point also

being a corner of the Crab Orchard-MacArthur Public Service District, thence in a general northwesterly direction and with the northern boundary line of the Crab Orchard-MacArthur Public Service District and parallel with West Virginia State Route 3 approximately .3 mile north thereof, to the point of beginning.

Section 2. That said public service district so created shall have the name and corporate title of "North Beckley 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 13a, Chapter 16, of the Code of West Virginia.

Section 3. That the County Court of Raleigh County, West Virginia, has determined that the territory within said county, being in Town District, is so situated that the construction or acquisition by purchase or otherwise, and the maintenance, operation, improvement and extension of properties supplying sewerage or water services or both within such territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such area.

-6-

I, BETTY RIFFE, Clerk of the County Commission of Raleigh County, West Virginia, hereby certify that the foregoing is a true copy from the records of my office.

In Testimony Whereof, I hereunto place my hand and affix my seal of said Commission this the ^{26th} day of ^{June}, 19⁹⁹.

BETTY RIFFE, Clerk

By

Betty Riffe Clerk

received
2-10-06

County Commission of Raleigh County



P O BOX 2518
116 1/2 NORTH HEBER STREET
BECKLEY, WEST VIRGINIA 25802-2518

February 8, 2006

Mr. Jan Datsko
710 Teel Road
Beckley, WV 25801

Dear Mr. Datsko:

We are pleased to inform you that on February 8, 2006, in a regular meeting, the Raleigh County Commission appointed you to the North Beckley Public Service District Board of Directors. The appointment is effective immediately and your term will expire December 31, 2011.

Please stop by the County Clerk's office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,


John L. Aliff, President


Pat Reed, Commissioner


John D. Humphrey, Commissioner

cc: North Beckley Public Service District

WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 6th day of January 2004 in the Commission Courtroom thereof:

PRESENT: John Humphrey, President
John Aliff, Commissioner
Pat Reed, Commissioner

IN RE: BOARD APPOINTMENTS

Coal Heritage Trail Associations	Jim Holhaus
Raleigh County Board of Zoning Appeals	Donald Bare and Russell Manns
Raleigh County Building Code Appeals Board	John Sadowski
Glen White Trap Hill PSD	Okey C Harvey
North Beckley PSD	John DeClaro ✓
Raleigh County PSD	Steve Zilinski

Commissioner Aliff moved to approve the appointments and the second was made by Commissioner Pat Reed. Motion carried.

-0-

I, BETTY RIFFE, Clerk of the County Commission of Raleigh County, West Virginia, hereby certify that the foregoing is a true copy from the records of my office.

In Testimony Whereof, I hereunto place my hand and affix my seal of said Commission this the 30 day of May, 07

BETTY RIFFE, Clerk

By Sherrill Sisk, Deputy

WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 8th day of February 2006 in the Commission Courtroom thereof:

PRESENT: John Aliff, President
Pat Reed, Commissioner
John Humphrey, Commissioner

IN RE: BILLS, COMMUNICATIONS AND APPOINTMENTS

Commissioner Reed moved to approve the appointment of Jan Dasko to the North Beckley Public Service District Board. Seconded by Commissioner Humphrey and motion carried.

-0-

BETTY RIFFE, Clerk of the County Commission of Raleigh
County, West Virginia, hereby certify that the foregoing
is a true copy from the records of my office.
In Testimony Whereof, I hereunto place my hand and affix
my seal of said Commission this the 30 day of May, 07

BETTY RIFFE, Clerk

By Sherril Sisk, Deputy

WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 19th day of September 2006 in the Commission Courtroom thereof:

PRESENT: John Aliff, President
John Humphrey, Commissioner

.....

IN RE: APPOINTMENTS

Commissioner Humphrey moved to approve the appointment of John E White to the North Beckley Public Service District Board. The motion was seconded by Commissioner Aliff and motion carried.

-0-

I, BETTY RIFFE, Clerk of the County Commission of Raleigh County, West Virginia, hereby certify that the foregoing is a true copy from the records of my office.

In Testimony Whereof, I hereunto place my hand and affix my seal of said Commission this the 30 day of May, 07

BETTY RIFFE, Clerk

By William Bush, Deputy

received
1-16-04

County Commission of Raleigh County



P O BOX 2518
116 1/2 NORTH HEBER STREET
BECKLEY, WEST VIRGINIA 25802-2518

January 6, 2004

Mr. Joe DiClaro
159 Deepwood Avenue
Beckley, WV 25801

Dear Mr. DiClaro:

We are pleased to inform you that the County Commission, at their meeting on January 6, 2004, reappointed you to the North Beckley Public Service District and your new term will expire December 31, 2009.

Please stop by the County Clerk's office at your earliest convenience to take the oath of office.

We appreciate your past service and continued willingness to serve the citizens of Raleigh County in this manner.

Respectfully,

Handwritten signature of John D. Humphrey in cursive.

John D. Humphrey, President

Handwritten signature of John L. Aliff in cursive.

John L. Aliff, Commissioner

Handwritten signature of Pat Reed in cursive.

Pat Reed, Commissioner

cc: North Beckley Public Service District

12-26-07

County Commission of Raleigh County



P O BOX 2518
116 1/2 NORTH HEBER STREET
BECKLEY, WEST VIRGINIA 25802-2518

December 18, 2007

Mr. John White
113 Goldcrest Drive
Beckley, WV 25801

Dear Mr. White:

We are pleased to inform you that the County Commission, at their meeting on December 18, 2007, reappointed you to the North Beckley PSD and your new term will expire December 31, 2013.

Please stop by the County Clerk's office at your earliest convenience to take the oath of office.

We appreciate your past service and continued willingness to serve the citizens of Raleigh County in this manner.

Respectfully,

Pat Reed, President

John D. Humphrey, Commissioner

John L. Aliff, Commissioner

cc: North Beckley PSD

NORTH BECKLEY PUBLIC SERVICE DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 8, 2009

The regular monthly meeting of the Board of Directors was held in the District's office at 122 Clear Water Ln, Beckley, WV on January 8, 2009.

Chairman, Joe Diclaro called the meeting to order at 5:30 pm

DIRECTORS PRESENT: Joe Diclaro, Jan Datsko and John White

DIRECTORS ABSENT: None

STAFF PRESENT: Donna Sawyers, General Manager; Tammy Lewis, Secretary; Attorney John Rist and Mike Lawson, Engineer

OTHERS PRESENT: None

Mr. Datsko made a motion to dispense with the reading of the minutes of the regular monthly meeting of December 11, 2008 and accept them as presented. Mr. White seconded the motion and it was carried by unanimous vote.

After reviewing the bills received since the December 11, 2008 meeting, Mr. Datsko made a motion to approve the bills for payment. Mr. White seconded the motion and it was carried by unanimous vote.

The Board was given a letter from the PSC asking for an update on the verification of 70% of needed easements and any outstanding permits needed for the certificate case.

An updated list of easements from Mr. Graham was not available at this meeting. Mr. Rist stated that he had not received anymore easements from Mr. Graham since the last Board Meeting. Therefore, Mr. Rist will contact Mr. Graham and schedule a Special Meeting with the District on January 15th to get an update on the progress on the easements.

Ms. Sawyers informed the Board that Mr. Jim Weimer with the PSC had ask the Boards position on managing Stanaford Acres Sewerage System as a separate utility with separate rates until the rates became close enough to be blended. The Board instructed Mr. Rist to convey their position in a letter to Mr. Weimer.

Ms. Sawyers told the Board that she had met with several companies about getting a quote on a security system for the District. This was tabled until all the quotes are received.

The election of officers was held and approved by the Board. Mr. Datsko made a motion that the officers remain the same as they were last year. Mr. White seconded the motion and it was carried by unanimous vote. The officers are as follows: Joseph W. DiClaro, Chairman; Jan R. Datsko, Secretary; and John E. White, Treasurer.

Bids were opened for the sale of the surplus property. The Board instructed Ms. Sawyers to review them and notify the recipient.

Ms. Sawyers reviewed the DEP inspection report with the Board. A letter will be sent to the Raleigh County Solid Waste Authority concerning their violation of their pretreatment requirements as stated in the report by DEP. As DEP is already aware of, there is nothing that can be done at the plant to improve the removal percentage of the zinc.

Ms. Sawyers informed the Board that a new air compressor had to be purchased for the belt press.

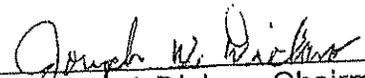
The budget pricing for the replacement of the District's camera and a list of places in the District's system that would benefit from the use of the pipe patch system have been tabled until Ms. Sawyers and the foreman has had an opportunity to compile the information.

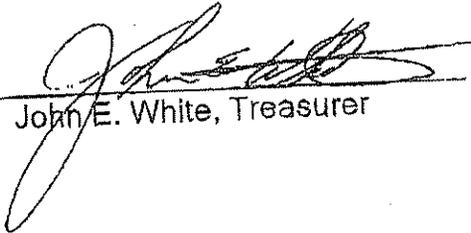
Ms. Sawyers told the Board that the application for the District's NPDES permit renewal has been submitted to DEP for their review and comments.

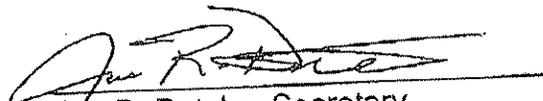
The Board approved the expenses for Ms. Sawyers and the foreman, Mr. Ballard to attend the Environmental Expo in Louisville, KY February 25 - 28, 2009.

Mr. Lawson gave the Board an update on the Phase III-A project. He stated that he has made the corrections on the drawings that DEP required and will deliver them to Elbert Morton at DEP. There are still a few corrections to be made to the specs. He should have the Public Land, Sediment Control, and DOH permits done by next months meeting.

No further business came before the meeting and it was upon motion duly made and seconded unanimously adjourned at 6:24 p.m.


Joseph W. DiClaro, Chairman


John E. White, Treasurer


Jan R. Datsko, Secretary

OATH

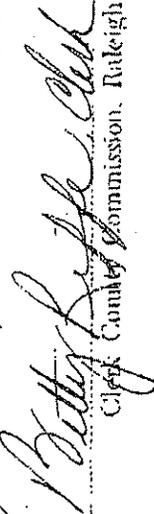
STATE OF WEST VIRGINIA)
) ss.
COUNTY OF RALEIGH |

I, John White, do solemnly swear that I will support the constitution of the United States
and the constitution of this State and that I will faithfully discharge the duties of my office of North Beckley PSD

to the best of my skill and judgment, so help me God.



Subscribed and sworn to before the undersigned, this the 26th day of December, 2007


Clerk, County Commission, Raleigh County, W. Va.

OATH

STATE OF WEST VIRGINIA }
COUNTY OF RALEIGH }

ss.

I, JOHN E WHITE, do solemnly swear that I will support the constitution of the United States
and the constitution of this State and that I will faithfully discharge the duties of my office of NORTH BECKLEY
PUBLIC SERVICE DISTRICT

to the best of my skill and judgment, so help me God.

JOHN WHITE

Subscribed and sworn to before the undersigned, this the 21ST day of SEPTEMBER, 2006, X9

Betty Riffe

Clerk County Commission, Raleigh County, W. Va.

OATH

STATE OF WEST VIRGINIA }
COUNTY OF RALEIGH }

ss.

I, JAN DATSKO, do solemnly swear that I will support the constitution of the United States and the constitution of this State and that I will faithfully discharge the duties of my office of NORTH BECKLEY PUBLIC SERVICE DISTRICT BOARD OF DIRECTORS to the best of my skill and judgment, so help me God.

JAN R DATSKO

Subscribed and sworn to before the undersigned, this the 15TH day of FEBRUARY, 2006, at _____

Betty Kiffe

Clerk County Commission, Raleigh County, W. Va.

OATH

STATE OF WEST VIRGINIA }
COUNTY OF RALEIGH }

ss.

I, JOE DICLARO, do solemnly swear that I will support the constitution of the United States and the constitution of this State and that I will faithfully discharge the duties of my office of _____

THE NORTH BECKLEY PUBLIC SERVICE DISTRICT

to the best of my skill and judgment, so help me God.

Joseph W. Diclaro

Subscribed and sworn to before the undersigned, this the 1ST day of JUNE ~~XIX~~ 2007

Betty Riffe
Clerk County Commission, Raleigh County, W. Va.

RULES OF PROCEDURE
NORTH BECKLEY PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: NORTH BECKLEY PUBLIC SERVICE DISTRICT.

Section 2. The principal office of North Beckley Public Service District (the "District") will be located at 122 Clear Water Lane, Beckley, Raleigh County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed North Beckley Public Service District, and in the center shall be inscribed the corporate seal.

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Board of the District (the "Board") shall be those persons appointed by The County Commission of Raleigh County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the 2nd Thursday of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Board, two (2) members shall constitute a quorum. Each member of the Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least two (2) days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted. No business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of the Board, and the date, time, place and purpose of all special meetings of the Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. **Regular Meetings.** A notice shall be posted and maintained by the Secretary of the Board at the front door or bulletin board of the office of the District and, if different from the office, at the front door or bulletin board of the place fixed for regular meetings of the Board not less than three (3) business days before a regularly scheduled meeting is to be held, stating the date, time and place fixed and entered of record by the Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Board not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. **Special Meetings.** A notice shall be posted by the Secretary of the Board at the front door or bulletin board of the office of the District and at the front door or bulletin board of the place fixed for the regular meetings of the Board not less than two (2) business days before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. In addition, a copy of the agenda listing the matters requiring official action that may be addressed at the meeting for each special meeting shall be posted at the same locations by the Secretary of the Board not less than two (2) business days before such special meeting is to be held. If the

special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

For the purposes of calculating the number of days in any notice period based upon business days, Saturdays, Sundays, legal holidays and the day of the meeting are not counted.

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

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.

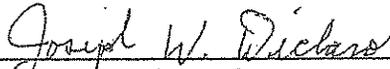
ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

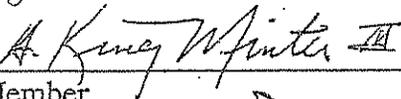
These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; 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 11th day of September, 2003.



Chairman and Member



Member



Member

CERTIFICATION

Certified a true copy of the Rules of Procedure duly adopted by the Board of North Beckley Public Service District on September 11, 2003.

Dated this 11th day of September, 2003.

[SEAL]


Secretary

North Beckley Public Service District

122 Clear Water Lane

BECKLEY, WEST VIRGINIA 25801-3159

Bus: (304) 253-2191 • Fax (304) 253-4106

May 2, 2008

Attention: Sandra Squire
Executive Secretary
West Virginia Public Service Commission
P O Box 812
Charleston, WV 25323-0812

RECEIVED
2008 MAY 5 PM 9 24
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

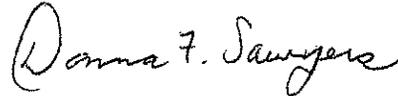
RE: Case No. 08-0525-PSD-CN

Dear Ms. Squire:

Enclosed please find the original and twelve copies of the "Affidavit of Publication" from Beckley Newspapers for the Notice of Filing, which was published on April 22, 2008 in the Register-Herald.

If you have any questions or need further information, please contact the undersigned.

Sincerely,



Donna F. Sawyers
General Manager

DFS/tll

Enclosures

AFFIDAVIT OF PUBLICATION
BECKLEY NEWSPAPERS
BECKLEY, WEST VIRGINIA 25801

April 22, 2008

STATE OF WEST VIRGINIA
COUNTY OF RALEIGH, to wit:

I, Tara Meyer, being duly sworn upon my oath, do depose and say that I am Legal Advertising Manager for Beckley Newspapers, a corporation, publisher of the newspaper entitled The Register-Herald, an Independent newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published daily for at least fifty weeks during the calendar year, in the municipality of Beckley, Raleigh County, West Virginia; that such newspaper is a newspaper of "general circulation" as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and county; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price of consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements and other notices; that the annexed notice

of NOTICE OF FILING
(Description of notice)

was duly published in said newspaper once a week for one successive weeks (Class 1), commencing with the issue of the 22nd day of

April, 2008, and ending with the issue of the 22nd day of April, 2008, that said annexed

notice was published on the following dates: _____

04/22/08 and that the

cost of publishing said annexed notice as aforesaid was \$ 501.64

Signed Tara Meyer
Tara Meyer
Legal Advertising Manager
Beckley Newspapers

Taken, subscribed and sworn to before me in my said county this:
22nd day of April, 2008

My commission expires March 27, 2011
NOTARY PUBLIC
STATE OF WEST VIRGINIA
BECKLEY, WEST VIRGINIA
BECKLEY Newspapers Public of Raleigh County,
P.O. Box 2007
BECKLEY, West Virginia
March 27, 2011

RECEIVED
2008 MAY 5 AM 9 25
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

COPY OF PUBLICATION

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON
 Entered by the PUBLIC SERVICE COMMISSION SHOW OF WEST VIRGINIA in the City of Charleston on the 5th day of April, 2000.

CASE NO. 08-0525-PSD-CN

NORTH BECKLEY PUBLIC SERVICE DISTRICT
 Beckley, Raleigh County.

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations relating to its sewer system in Raleigh County and for approval of financing related thereto.

NOTICE OF CHANGES

WHEREAS, on April 8, 2000, North Beckley Public Service District, filed an application, duly verified, for a certificate for the construction, operation and maintenance of improvements and renovations relating to its sewer system in Raleigh County. The District's application further seeks approval of financing related thereto. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS, the North Beckley Public Service District (District) estimates that the total cost of construction for the proposed project is \$4,031,042.00. The cost will be financed through a Clean Water State Revolving Fund (CWSRF) loan not to exceed \$4,031,042.00 for a term not to exceed thirty years at an interest rate not to exceed 6%.

WHEREAS, the District is not requesting an increase in rates for this project, but recommending minor changes in the existing tariff.

CURRENT TARIFF

APPLICABILITY
 Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial sewer service.

RATES

First 2,000 gallons used per month \$9.07 per 1,000 gallons
 Next 23,000 gallons used per month \$7.80 per 1,000 gallons
 All over 25,000 gallons used per month \$5.21 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$18.14 per month, which is the equivalent of 2,000 gallons of usage.

RECONNECT FEE

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill, is reconnected, a reconnection fee of \$25.00 shall be charged.

TAP FEE

The following charge is to be made whenever

A tap fee of \$300.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

DELETED PAYMENT PENALTY

The above schedule is not. On all accounts not paid in full within ten percent (10%) will be added to 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 sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for insufficient funds.

LEAK ADJUSTMENT

\$0.47 per 1,000 gallons to be used when a bill reflects unusual water 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.

SCHEDULE II

SURCHARGE

APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE SANITARY SEWER SYSTEM

Where the District has discovered that a customer's roof drain, downspout, storm sewer or other similar facilities conducting surface water have been connected to the District's sewer system, and such customer has failed to take appropriate action within (30) days of receipt of a demand by the District, in accordance with the Rules and Regulations of the Public Service Commission, to eliminate such connection, a surcharge will be imposed upon the customer calculated on the basis of the following formula:

$S = A \times R \times .006233 \times C$
 S - The surcharge in dollars
 A - The area under roof and/or area of any other water collection surface connected to the sanitary sewer, in square feet
 R - The measured monthly rainfall in inches
 C - The conversion factor to change

inches of rain x square feet of surface to thousand gallons of water.

The District shall not impose the surcharge unless and until the customer has been notified by certified mail, return receipt requested, or by hand delivery, that it had been established by single testing or on-site inspection that rain or other surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has not acted within thirty days from the receipt of such notice to divert the water from the sanitary sewer system.

Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to possible termination of water service in accordance with the Rules and Regulations of the Public Service Commission of West Virginia.

PROPOSED TARIFF (NO INCREASE IN RATES)

SCHEDULE I

APPLICABILITY

Applicable within entire territory served.

AVAILABILITY OF SERVICE

Available for domestic, commercial, industrial service (except unusual industrial waste) and resale sewer service.

RATES

First 2,000 gallons used per month \$9.07 per 1,000 gallons
 Next 23,000 gallons used per month \$7.80 per 1,000 gallons
 All over 25,000 gallons used per month \$5.21 per 1,000 gallons

MINIMUM CHARGE

(Customers with metered water supply) Each customer shall pay a minimum charge of \$18.14 per month (Equivalent to 2,000 gallons of water usage)

FLAT RATE CHARGE

(Customers with non-metered water supply) Each customer shall pay a minimum charge of \$37.64 per month (Equivalent to 4,500 gallons of water usage)

TAP FEE

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

A tap fee of \$100.00 will be charged to cus-

tomers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

DELETED PAYMENT PENALTY

The above schedule is not. On all accounts not paid in full within ten percent (10%) will be added to 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 sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for insufficient funds.

LEAK ADJUSTMENT

\$0.47 per 1,000 gallons to be used when a bill reflects unusual water 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.

SCHEDULE II

SURCHARGE

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 S - The surcharge in dollars
 A - The area under roof and/or area of any other water collection surface connected to the sanitary sewer, in square feet
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inches of rain x square feet of surface to thousand gallons of water.

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Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to possible termination of water service in accordance with the Rules and Regulations of the Public Service Commission of West Virginia.

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TAP FEE

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

A tap fee of \$100.00 will be charged to cus-

tomers 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 the applicant's premises that is associated with a certificate proceeding.

A tap fee of \$350.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to 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 of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

WATER DISCONNECT / RECONNECT / ADMINISTRATIVE FEES

Whenever water service has been disconnected for any reason, a disconnection fee of \$25.00 shall be charged; or in the event the delinquent sewer bill is collected in the field, an administrative fee of \$25.00 shall be charged.

Whenever water service, which has been previously disconnected for any reason is reconnected, a reconnection fee of \$25.00 shall be charged.

LEAK ADJUSTMENT

\$1.00 per 1,000 gallons to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historical average usage

SCHEDULE II SURCHARGE

FORMULA TO BE APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE UTILITY'S SANITARY SEWER SYSTEM

Where the District has discovered that a customer's roof drain, downspout, storm sewer or other similar facilities conducting surface water have been connected to the District's sewer system, and such customer has failed to take appropriate action within thirty (30) days of receipt of a demand by the District, in accordance with the Rules and Regulations of the Public Service Commission, to eliminate such connection, a surcharge will be imposed upon the customer calculated in the basis of the following formula:

$$S = A \times R \times .006233 \times C$$

S - The surcharge in dollars

A - The area under roof and/or area of any other water collection surface connected to the sanitary sewer, in square feet

R - The measured monthly rainfall in inches

.006233 - The conversion factor to change inches of rain x square feet of surface to thousand gallons of water

C - The District's approved rate per thousand gallons of metered water usage

The District shall not impose the surcharge unless and until the customer has been notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing or on-site inspection that rain or other surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has not acted within (30) days from the receipt of such notice to divert the water from the sanitary sewer system.

Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to possible termination of water service in accordance with the

Rules and Regulations of the Public Service Commission of West Virginia.

SCHEDULE III

SURCHARGE FORMULA TO BE APPLIED IN THE CASES OF USERS PRODUCING UNUSUAL WASTE

The charge for the treatment of industrial waste will be calculated on the basis of the following formula:

$$Co = VoVi + BoBi + SoSi$$

Co = Charge to unusual users per year

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon

Vi = Volume of wastewater from unusual users in gallons per year

Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound

Bi = Weight of BOD from unusual users in pounds per year

So = Average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound

Si = Weight of total solids from unusual users in pounds per year

When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the District, should not be introduced into the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge thereof, based upon the formula set out above.

Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the District's records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by

the unusual user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each unusual user, or refund given by the District, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at end of which an adjustment will be made as aforesaid.

SCHEDULE IV

APPLICABLE INSIDE AND OUTSIDE THE LIMITS OF THE UTILITY

Where the amount of sanitary sewage discharged into the District's wastewater collection and/or transmission and/or treatment system by certain industrial plant or plants cannot be accurately determined by the use of the plant's water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant or plants will pay to the District a sewer charge calculated at fifty (50) gallons of water per each employee at the plant each working day.

SCHEDULE V

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY

Available for wastewater and leachate haulers.

RATES

Commodity Charge - Each customer shall pay a commodity charge of \$40.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined or verified by the District.

DELAYED PAYMENT PENALTY

The above schedule is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current 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

\$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

The above sewer rates represent the following project related changes, based on an average usage of 4,500 gallons per month.

Residential (4,500 gallons / month)

\$ INCREASE \$0.00
% INCREASE 0.00%

Commercial (4,500 gallons / month)

\$ INCREASE \$0.00
% INCREASE 0.00%

Industrial (4,500 gallons / month)

\$ INCREASE \$0.00
% INCREASE 0.00%

The proposed project customers at current rates as a result of the proposed project, will produce approximately \$87,289.00 annually in additional revenue, an increase of 4%.

The changes 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 §24-2-11, West Virginia Code, it is ORDERED that the North Beckley Public Service District give notice of the filing of said application, by publishing a copy of this order once in a

filed by the Secretary of State, published and of general circulation in Raleigh 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
4-22-TUE-1-RH; LG 6633

NORTH BECKLEY PUBLIC SERVICE DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 8, 2009

The regular monthly meeting of the Board of Directors was held in the District's office at 122 Clear Water Ln, Beckley, WV on January 8, 2009.

Chairman, Joe DiClaro called the meeting to order at 5:30 pm

DIRECTORS PRESENT: Joe DiClaro, Jan Datsko and John White

DIRECTORS ABSENT: None

STAFF PRESENT: Donna Sawyers, General Manager; Tammy Lewis, Secretary; Attorney John Rist and Mike Lawson, Engineer

OTHERS PRESENT: None

Mr. Datsko made a motion to dispense with the reading of the minutes of the regular monthly meeting of December 11, 2008 and accept them as presented. Mr. White seconded the motion and it was carried by unanimous vote.

After reviewing the bills received since the December 11, 2008 meeting, Mr. Datsko made a motion to approve the bills for payment. Mr. White seconded the motion and it was carried by unanimous vote.

The Board was given a letter from the PSC asking for an update on the verification of 70% of needed easements and any outstanding permits needed for the certificate case.

An updated list of easements from Mr. Graham was not available at this meeting. Mr. Rist stated that he had not received anymore easements from Mr. Graham since the last Board Meeting. Therefore, Mr. Rist will contact Mr. Graham and schedule a Special Meeting with the District on January 15th to get an update on the progress on the easements.

Ms. Sawyers informed the Board that Mr. Jim Weimer with the PSC had ask the Boards position on managing Stanaford Acres Sewerage System as a separate utility with separate rates until the rates became close enough to be blended. The Board instructed Mr. Rist to convey their position in a letter to Mr. Weimer.

Ms. Sawyers told the Board that she had met with several companies about getting a quote on a security system for the District. This was tabled until all the quotes are received.

The election of officers was held and approved by the Board. Mr. Datsko made a motion that the officers remain the same as they were last year. Mr. White seconded the motion and it was carried by unanimous vote. The officers are as follows: Joseph W. DiClaro, Chairman; Jan R. Datsko, Secretary; and John E. White, Treasurer.

Bids were opened for the sale of the surplus property. The Board instructed Ms. Sawyers to review them and notify the recipient.

Ms. Sawyers reviewed the DEP inspection report with the Board. A letter will be sent to the Raleigh County Solid Waste Authority concerning their violation of their pretreatment requirements as stated in the report by DEP. As DEP is already aware of, there is nothing that can be done at the plant to improve the removal percentage of the zinc.

Ms. Sawyers informed the Board that a new air compressor had to be purchased for the belt press.

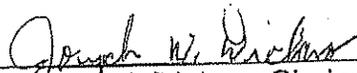
The budget pricing for the replacement of the District's camera and a list of places in the District's system that would benefit from the use of the pipe patch system have been tabled until Ms. Sawyers and the foreman has had an opportunity to compile the information.

Ms. Sawyers told the Board that the application for the District's NPDES permit renewal has been submitted to DEP for their review and comments.

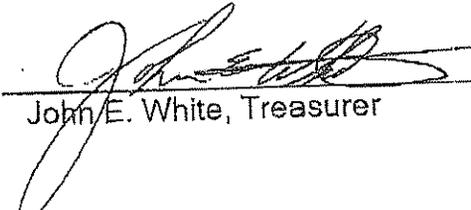
The Board approved the expenses for Ms. Sawyers and the foreman, Mr. Ballard to attend the Environmental Expo in Louisville, KY February 25 - 28, 2009.

Mr. Lawson gave the Board an update on the Phase III-A project. He stated that he has made the corrections on the drawings that DEP required and will deliver them to Elbert Morton at DEP. There are still a few corrections to be made to the specs. He should have the Public Land, Sediment Control, and DOH permits done by next months meeting.

No further business came before the meeting and it was upon motion duly made and seconded unanimously adjourned at 6:24 p.m.



Joseph W. DiClaro, Chairman



John E. White, Treasurer



Jan R. Datsko, Secretary

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

EXCERPT OF MINUTES ON ADOPTION OF BOND RESOLUTION,
SUPPLEMENTAL RESOLUTION, DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned SECRETARY of the Public Service Board of North Beckley Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

The Public Service Board of North Beckley Public Service District met in regular session, pursuant to notice duly posted, on the 8th day of October, 2009, in Raleigh County, West Virginia, at the hour of 5:00 p m.

PRESENT:

Joseph DiClaro, Chairman	Mike Lawson
Jan R. Datsko, Secretary	Donna Sawyer
John White	Katy Mallory
John Rist	Pat Kelly

ABSENT:

NONE

Joseph DiClaro, Chairman, presided and Jan R. Datsko 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 IN FULL OF THE DISTRICT'S UNITED BANK NOTE AND ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE

FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$4,544,324 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM), SEWER REVENUE BONDS AND \$2,415,521 IN AGGREGATE PRINCIPAL AMOUNT OF SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA); 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 ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Jan R. Datsko and seconded by John White, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), OF NORTH BECKLEY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE ARRA AGREEMENT AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Jan R. Datsko and seconded by John White, it was unanimously ordered that the

said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Jan R. Datsko and seconded by John White, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Chairman presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Jan R. Datsko and seconded by John White, it was unanimously ordered that the said Sweep Resolution be adopted.

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

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of North Beckley 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 29th day of October, 2009.


Secretary

WV MUNICIPAL BOND COMMISSION
 1207 Quarrier Street
 Suite 401
 Charleston, WV 25301
 (304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 29-Oct-09

ISSUE: <u>North Beckley Public Service District</u> <u>Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program)</u>	
ADDRESS: <u>122 Clear Water Lane, Beckley, West Virginia 25801</u>	COUNTY: <u>Raleigh</u>
PURPOSE OF ISSUE: New Money: <u> x </u> Refunding: <u> </u>	
REFUNDS ISSUE(S) DATED: <u> NA </u>	CLOSING DATE: <u>29-Oct-09</u>
ISSUE DATE: <u>29-Oct-09</u>	RATE: <u> 0% 1% admin fee </u>
ISSUE AMOUNT: <u>\$4,544,324</u>	1ST PRINCIPAL DUE <u>1-Jun-11</u>
1ST DEBT SERVICE DUE: <u>1-Jun-11</u>	PAYING AGENT: <u>Municipal Bond Commission</u>
1ST DEBT SERVICE AMOUNT <u>\$37,870</u>	
BOND COUNSEL: Firm: <u>Step toe & Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	UNDERWRITERS COUNSEL Firm: <u>Jackson Kelly, PLLC</u> Contact: <u>Samme Gee, Esquire</u> Phone: <u>(304) 340-1318</u>
CLOSING BANK: Bank: <u>United Bank</u> Contact: <u>Mallory McCombs</u> Phone: <u>304.256.7302</u>	ESCROW TRUSTEE: Firm: <u> </u> Contact: <u> </u> Phone: <u> </u>
KNOWLEDGEABLE ISSUER CONTACT Contact: <u>Donna Sawyers</u> Position: <u>General Manager</u> Phone: <u>304.253.2191</u>	OTHER: Agency: <u>West Virginia Department of Environmental Protection</u> Contact: <u>Rosalie Brodersen</u> Position: <u>Program Manager</u> Phone: <u>926.0499 x 1608</u>
DEPOSITS TO MBC AT CLOSE By: <u> x </u> Wire <u> </u> Check Accrued Interest: \$ <u> </u> Capitalized Interest: \$ <u> </u> <u> x </u> Reserve Account: \$ <u> 17,870 </u> <u> </u> Other: \$ <u> </u>	
REFUNDS & TRANSFERS BY MBC AT CLOSE By: <u> </u> Wire <u> </u> Check <u> x </u> IGT To Escrow Trustee: \$ <u> </u> To Issuer: \$ <u> </u> To Cons. Invest. Fun: \$ <u> </u> <u> x </u> To Other: <u>A Rsrv</u> \$ <u> 133610 </u>	
NOTES: <u>The Series 2009 A Bonds Reserve Account will be partially funded with bond proceeds. The Issuer directs the MBC to transfer the Issuer's excess funds in the amount of \$133,610 to the Series 2009 A Bonds Reserve Account. The transfer and wire deposit will fully fund the Series 2009 A Bonds Reserve Account.</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: <u> </u> TRANSFERS REQUIRED: <u> </u> <u> </u>	

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

United Bank, Inc., Beckley, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of North Beckley Public Service District (the "Issuer") adopted October 8, 2009, and the Supplemental Resolution of the Issuer adopted October 8, 2009 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), each dated October 29, 2009, issued in the respective principal amounts of \$4,544,324 and \$2,415,521 (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 29th day of October, 2009.

UNITED BANK, INC.

By: Michael A. Harris
Its: Authorized Officer

07.16.09
662490.00002

CH5218068.1

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the North Beckley Public Service District Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), each dated October 29, 2009, issued in the respective principal amounts of \$4,544,324 and \$2,415,521 (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 29th day of October, 2009.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

07.16.09
662490.00002

NORTH BECKLEY PUBLIC SERVICE DISTRICT

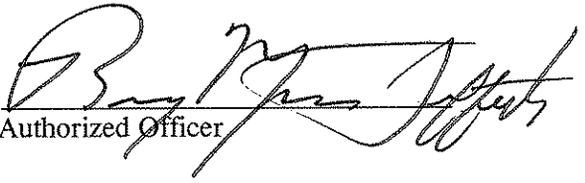
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of North Beckley Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), of the Issuer, dated October 29, 2009, in the principal amount of \$4,544,324, numbered AR-1 and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), of the Issuer, dated October 29, 2009, in the principal amount of \$2,415,521, numbered BR-1, were 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 29th day of October, 2009.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

10.07.09
662490.00002

CH5218163.1

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 29th day of October, 2009, by and between NORTH BECKLEY 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 \$4,544,324 Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and \$2,415,521 Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), in fully registered form (collectively, the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted October 8, 2009, and the Supplemental Resolution of the Issuer duly adopted October 8, 2009 (collectively, the "Bond Legislation");

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

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

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

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

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon

original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: North Beckley Public Service District
122 Clear Water Lane
Beckley, West Virginia 25801
Attention: General Manager

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe Dickson
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: [Signature]
Its: Authorized Officer

10.08.09
662490.00002

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633



STATEMENT OF REGISTRAR'S FEES
Invoice Date October 29, 2009

North Beckley Public Service District
Account Number 6089001809

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

FEE CALCULATION FOR October, 2009

TOTAL AMOUNT	\$	500.00
TOTAL DUE	\$	<u>500.00</u>

- * FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT *
- * IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN *
- * .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: BARRY. . *
- * .. GRIFFITH, 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



STATEMENT OF REGISTRAR'S FEES
Invoice Date October 29, 2009

North Beckley Public Service District
Account Number 6089001809

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 B
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

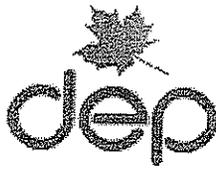
FEE CALCULATION FOR October, 2009

TOTAL AMOUNT	\$	500.00
TOTAL DUE	\$	<u>500.00</u>

* FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT *
* IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN *
* .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: BARRY. . *
* .. GRIFFITH, 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



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV 25304-2345

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WATER POLLUTION CONTROL PERMIT

NPDES PERMIT NO.: WV0027740
SUBJECT: Sewage

ISSUE DATE: February 27, 2009
EFFECTIVE DATE : March 29, 2009
EXPIRATION DATE: February 26, 2014
SUPERSEDES: Permit No. WV0027740
dated June 18, 2004

LOCATION: BECKLEY
(City)

Raleigh
(County)

Lower New River
(Drainage Basin)

See the next page for a list of Outlets.

TO WHOM IT MAY CONCERN:

This is to certify that: NORTH BECKLEY PSD
122 CLEAR WATER LN
BECKLEY, WV 25801

is hereby granted a West Virginia NPDES Water Pollution Control Permit to:
operate and maintain an existing wastewater collection system and an existing 2.5 million gallons per day
sequential batch reactor wastewater treatment plant which are further described as follows.

A wastewater collection system comprised of approximately 24,400 linear feet of four (4) inch diameter gravity sewer line, 99,500 linear feet of six (6) inch diameter gravity sewer line, 229,600 linear feet of eight (8) inch diameter gravity sewer line, 39,000 linear feet of 10 inch gravity sewer line, 24,200 linear feet of 12 inch diameter gravity sewer line, 29,900 linear feet of 15 inch diameter gravity sewer line, 3,000 linear feet of 21 inch diameter gravity sewer line, 20 linear feet of 30 inch diameter gravity sewer line, 3006 manholes, 220 cleanouts, 11 lift stations, 2,300 linear feet of one and one half (1.5) inch diameter force main, 2,500 linear feet of three (3) inch diameter force main, 1,000 linear feet of four (4) inch diameter force main, 2,000 linear feet of six (6) inch diameter force main, 2,000 linear feet of eight (8) inch diameter force main, 8,600 linear feet of 10 inch diameter force main, and all requisite appurtenances.

A wastewater treatment plant comprised of an influent lift station with 520 linear feet of 20 inch diameter force main, a mechanical barscreen, a manual barscreen, two (2) mechanical grit removal chambers, two (2) sequential batch reactors with a volume of 1, 237, 200 gallons each which function as an integral clarifier with a surface area of 6,362 square feet each, three (3) 200 horsepower blowers, an effluent flow equalization chamber with a volume of 347,500 gallons, ultraviolet disinfection facilities, cascade post aeration, an aerobic digester with a volume of 347,500 gallons, a 1.7 meter sludge dewatering belt press, a nonpotable water supply system, a dewatered sludge storage bin with a volume of 3,100 cubic feet, an emergency generator, and all requisite appurtenances.

These facilities are to serve a population equivalent of approximately 25,000 persons in the North Beckley Public Service District, and environs, and discharge treated wastewater through Outlet No. 001 to Cranberry Creek, approximately 1.6 miles from its mouth, of Piney Creek of the New River of the Kanawha River.

To acquire, construct, install, operate and maintain a wastewater collection system extension to be comprised of approximately 12,200 linear feet of six (6) inch diameter gravity sewer line, 23,900 linear feet of eight (8) inch diameter gravity sewer line, 4,800 linear feet of 10 inch diameter gravity sewer line, 1,800 linear feet of 12 inch diameter gravity sewer line, 130 linear feet of 15 inch diameter gravity sewer line, 214 manholes, two (2) lift stations, 1,200 linear feet of four (4) inch diameter force main, 5,100 linear feet of six (6) inch diameter force main, and all requisite appurtenances.

These facilities are to serve a population equivalent of approximately 1,300 persons in the Lanark area along Route 41 and the Stanaford Branch area of the North Beckley Public Service District and convey wastewater to the existing wastewater treatment plant for subsequent treatment and discharge through Outlet No. 001 to Cranberry Creek.

This permit is subject to the following terms and conditions :

The information submitted on, and with, Permit Application No. WV0027740, dated the 12th of December 2008, is all hereby made terms and conditions of this Permit with like effect as if all such Permit application information was set forth herein, and with other conditions set forth in Sections A, B, C, D, and E, and Appendix A.

WASTEWATER COLLECTION SYSTEM EXTENSION PROJECT TO BE CONSTRUCTED IN ACCORDANCE WITH:

Plans, Specifications, and Reports:

Approvable: January 15, 2009

Prepared by: Lawson Engineering & Technical Services
144 Oleander Street
Beckley, WV 25801

Title: North Beckley Public Service District
Raleigh County, West Virginia
Phase IIIA Lanark Sewer System Extension
SRF Project No.C544201

The validity of this permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Article 11, Section 10 of the Code of West Virginia.

Inspectable Unit	Latitude	Longitude	Receiving Stream	Dist. to Stream Mouth (in Mile)	Milepost
001	37°47'43"	81°10'16"	CRANBERRY CK	1.6	N/A
IU01	37°47'43"	81°10'16"	N/A	N/A	N/A
IU02	37°47'43"	81°10'16"	N/A	N/A	N/A
IU03	37°47'43"	81°10'16"	N/A	N/A	N/A
IU04	37°47'43"	81°10'16"	N/A	N/A	N/A
IU05	37°47'43"	81°10'16"	N/A	N/A	N/A
IU09	37°47'43"	81°10'16"	N/A	N/A	N/A
IU10	37°47'43"	81°10'16"	N/A	N/A	N/A
IU12	37°47'43"	81°10'16"	N/A	N/A	N/A
IU13	37°47'43"	81°10'16"	N/A	N/A	N/A
IU14	37°47'43"	81°10'16"	N/A	N/A	N/A
IU15	37°47'43"	81°10'16"	N/A	N/A	N/A
S01	37°47'43"	81°10'16"	N/A	N/A	N/A

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Summer May 1-Oct 31

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Monitoring Requirements</u>		
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>	<u>measured</u>
Flow in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	Rpt Only Min.	Rpt Only Max. Daily	Continuous	measured
BOD, 5-Day 20 Deg.C (Year Round) (ML-B)	626 Avg. Monthly	1251 Max. Daily	N/A	30 Avg. Monthly	1/week	Batch
Total Suspended Solids (Year Round) (ML-A)	626 Avg. Monthly	1251 Max. Daily	N/A	30 Avg. Monthly	1/week	Batch
BOD, % Removal (Year Round) (ML-K)	N/A	N/A	85 Month. Avg. Min.	N/A	4/Month	Calculated
Suspended Solids, % Removal (Year Round) (ML-K)	N/A	N/A	85 Month. Avg. Min.	N/A	4/Month	Calculated
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	200 Mo. Geoc. Mean	1/week	Grab
pH (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	9 Inst. Max.	1/week	Grab
Dissolved Oxygen (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	N/A	1/week	Grab
Ammonia Nitrogen (Summer May 1-Oct 31) (ML-A)	88 Avg. Monthly	128 Max. Daily	N/A	4.22 Avg. Monthly	1/week	Batch

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

All batch samples shall be collected at the sampling station at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Summer May 1-Oct 31

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Quantity</u>		<u>Discharge Limitations</u>		<u>Other Units</u>		<u>Units</u>	<u>Monitoring Requirements</u>	
	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Units	Units	Rpt Only Avg. Monthly	Rpt Only Max. Daily		Measurement Frequency	Sample Type
Nitrogen, Total (as N) (Year Round) (ML-A)	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Phosphorus, Total (Year Round) (ML-A)	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Copper, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Lead, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Zinc, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Arsenic, Total (as AS) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Cadmium, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Chromium, Hexavalent (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Batch
Cyanide, Weak Acid Dissociable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

All batch samples shall be collected at the sampling station at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Summer May 1-Oct 31

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Units</u>	<u>Other Units</u>	<u>Monitoring Requirements</u>
	<u>Quantify</u>	<u>Units</u>	<u>Other Units</u>			
Mercury, Total (as Hg) (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/quarter ug/l Grab
Nickel, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/quarter mg/l Batch
Silver, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/quarter mg/l Batch
Hardness, Total (as CaCO3) (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/6 months mg/l Batch
Chronic Tox-Ceriodaphnia Dubia (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/year TUc Batch
Chronic Toxicity - Pimephales (Year Round) (ML-A)	N/A	N/A	N/A	Rpt Only Max. Daily	Rpt Only Avg. Monthly	1/year TUc Batch

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

All batch samples shall be collected at the sampling station at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Winter Nov 1-Apr 30

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>				<u>Units</u>	<u>Monitoring Requirements</u>
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>		
Flow, in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	Rpt Only Min.	Rpt Only Avg. Monthly	mgd	Continuous measured
BOD, 5-Day 20 Deg.C (Year Round) (ML-B)	626 Avg. Monthly	1251 Max. Daily	N/A	30 Avg. Monthly	mg/l	1/week Batch
Total Suspended Solids (Year Round) (ML-A)	626 Avg. Monthly	1251 Max. Daily	N/A	30 Avg. Monthly	mg/l	1/week Batch
BOD, % Removal (Year Round) (ML-K)	N/A	N/A	85 Month, Avg. Min.	N/A	Percent	4/Month Calculated
Suspended Solids, % Removal (Year Round) (ML-K)	N/A	N/A	85 Month, Avg. Min.	N/A	Percent	4/Month Calculated
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	200 Mo. Geo. Mean	Crits/100ml	1/week Grab
pH (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	N/A	S.U.	1/week Grab
Dissolved Oxygen (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	N/A	mg/l	1/week Grab
Ammonia Nitrogen (Winter Nov 1-Apr 30) (ML-A)	204 Avg. Monthly	342 Max. Daily	N/A	9.8 Avg. Monthly	mg/l	1/week Batch

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

All batch samples shall be collected at the sampling station at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Winter Nov 1-Apr 30

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements	
	Quantity	Units	Measurement Frequency	Sample Type
Nitrogen, Total (as N) (Year Round) (ML-A)	Rpt Only	Lbs/Day	Rpt Only Max. Daily	1/quarter
	Rpt Only Avg. Monthly	N/A		
Phosphorus, Total (Year Round) (ML-A)	Rpt Only	Lbs/Day	Rpt Only Max. Daily	1/quarter
	Rpt Only Avg. Monthly	N/A		
Copper, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Lead, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Zinc, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Arsenic, Total (as AS) (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Cadmium, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Chromium, Hexavalent (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		
Cyanide, Weak Acid Dissociable (Year Round) (ML-A)	N/A	N/A	Rpt Only Max. Daily	1/quarter
	Rpt Only	N/A		

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

All batch samples shall be collected at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Winter Nov 1-Apr 30

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Units</u>	<u>Monitoring Requirements Measurement Frequency</u>	<u>Sample Type</u>
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>			
Mercury; Total (as Hg) (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/quarter	Grab
Nickel, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/quarter	Batch
Silver, Total Recoverable (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/quarter	Batch
Hardness, Total (as CaCO3) (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/6 months	Batch
Chronic Tox-Ceriodaphnia Dubia (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/year	Batch
Chronic Toxicity - Pimephales (Year Round) (ML-A)	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/year	Batch

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
All batch samples shall be collected at the sampling station at the equalization basin. Other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 47, Series 2, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.IU01 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU01 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Monitoring Requirements</u>			
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>	<u>Estimated</u>	
Flow Rate (Year Round) (ML-1)	N/A	1000 Max. Daily	gpd	N/A	N/A	1/daily	Estimated
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	250 Max. Daily	Grab
pH (Year Round) (ML-1)	N/A	N/A	N/A	5 Inst. Min.	N/A	10 Inst. Max.	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	30 Max. Daily	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Beckley West Maintenance Garage: Refer to Section E.02.a.1 and E.02.b.1 for sampling and other requirements.

A.IU02 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU02 (Pretreatment - Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Other Units</u>		<u>Units</u>	<u>Measurement Frequency</u>	<u>Monitoring Requirements Sample Type</u>
	<u>Quantity</u>	<u>Units</u>	<u>Quantity</u>	<u>Units</u>			
Flow Rate (Year Round) (ML-1)	Rpt Only Avg. Monthly	100000 Max. Daily	N/A	N/A	N/A	1/daily	measured
BOD, 5-Day 20 Deg.C (Year Round) (ML-1)	Rpt Only Avg. Monthly	162 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	2/month	Comp
Total Suspended Solids (Year Round) (ML-1)	Rpt Only Avg. Monthly	162 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	2/month	Comp
pH (Year Round) (ML-1)	N/A	N/A	5 Inst. Min.	N/A	10 Inst. Max.	2/month	Grab
Nitrogen, Kjeldahl Total (Year Round) (ML-1)	Rpt Only Avg. Monthly	32 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	2/month	Comp
Copper, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.011 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/month	Comp
Lead, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.0025 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/month	Comp
Zinc, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.014 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/month	Comp
Cadmium, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.00075 Max. Daily	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/month	Comp

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Raleigh County Landfill: Refer to Section E.02.a.2 and E.02.b.2 for sampling and other requirements.

A.IU02 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU02 (Pretreatment - Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Quantity</u>		<u>Units</u>		<u>Discharge Limitations</u>		<u>Other Units</u>		<u>Monitoring Requirements</u>	
	<u>Rpt Only</u>	<u>Max Daily</u>	<u>Lbs/Day</u>	<u>Max Daily</u>	<u>Units</u>	<u>Limitations</u>	<u>Other Units</u>	<u>Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Mercury, Total (as Hg) (Year Round) (ML-1) Use method 1631 or 245.7	Rpt Only Avg. Monthly	0.0005 Max Daily	Lbs/Day			N/A	Rpt Only Avg. Monthly	mg/l	1/month	Grab
Nickel, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.007 Max Daily	Lbs/Day			N/A	Rpt Only Avg. Monthly	mg/l	1/month	Comp
Silver, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.000751 Max Daily	Lbs/Day			N/A	N/A	mg/l	1/month	Comp
Arsenic, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.003 Max Daily	Lbs/Day			N/A	Rpt Only Avg. Monthly	mg/l	1/month	Comp
Cyanide, Total (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.012 Max Daily	Lbs/Day			N/A	Rpt Only Avg. Monthly	mg/l	1/month	Comp
Chromium, Total Recoverable (Year Round) (ML-1)	Rpt Only Avg. Monthly	0.014 Max Daily	Lbs/Day			N/A	Rpt Only Avg. Monthly	mg/l	1/month	Comp

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Raleigh County Landfill: Refer to Section E.02.a.2 and E.02.b.2 for sampling and other requirements.

A.IU03 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU03 (Pretreatment - Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>	
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>
Flow Rate (Year Round) (ML-4)	N/A	2000 Max. Daily	N/A	N/A
BOD, 5-Day 20 Deg.C (Year Round) (ML-4)	N/A	N/A	22 Avg. Monthly	61 Max. Daily
Total Suspended Solids (Year Round) (ML-4)	N/A	N/A	26 Avg. Monthly	58 Max. Daily
pH (Year Round) (ML-4)	N/A	N/A	6 Inst. Min.	9 Inst. Max.
Mercury, Total (as Hg) (Year Round) (ML-4)	N/A	N/A	N/A	0.0031 Max. Daily
Copper, Total (as Cu) (Year Round) (ML-4)	N/A	N/A	N/A	0.84 Max. Daily
Chem. Oxygen Demand (Year Round) (ML-4)	N/A	N/A	N/A	2000 Max. Daily
Oil and Grease, Hexane EXTR. (Year Round) (ML-4)	N/A	N/A	16 Avg. Monthly	36 Max. Daily

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Ashland Inc. Refer to Section E.02.a.3 and E.02.b.3 for sampling and other requirements.

AJU04 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) JU04 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Monitoring Requirements</u>		
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>	
Flow Rate (Year Round) (ML-1)	N/A	1000 Max. Daily	N/A	N/A	1/daily	measured
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	300 Max. Daily	1/month	Grab
pH (Year Round) (ML-1)	N/A	N/A	5 Inst. Min.	10 Inst. Max.	1/month	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	30 Max. Daily	1/month	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Terex : Refer to Section E.02.a.4 and E.02.b.4 for sampling and other requirements.

A.IU05 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU05 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Monitoring Requirements</u>			
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>		
Flow Rate (Year Round) (ML-1)	N/A	500 Max. Daily	gpd	N/A	N/A	1/daily	measured
BOD, 5-Day 20 Deg.C (Year Round) (ML-1)	N/A	N/A	N/A	N/A	500 Max. Daily	1/quarter	Grab
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	N/A	500 Max. Daily	1/quarter	Grab
pH (Year Round) (ML-1)	N/A	N/A	N/A	5 Inst. Min.	10 Inst. Max.	1/quarter	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	N/A	30 Max. Daily	1/quarter	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Beckley Garbage Disposal: Refer to Section E.02.a.5 and E.02.b.5 for sampling and other requirements.

A.IU09 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU09 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Units</u>	<u>Monitoring Requirements</u>
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>		
Flow Rate (Year Round) (ML-1)	N/A	100 Max. Daily	N/A	N/A	1/daily Estimated
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	Rpt Only Avg. Monthly	mg/l	1/quarter Grab
pH (Year Round) (ML-1)	N/A	N/A	5 Inst. Min.	S.U.	1/quarter Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	Rpt Only Avg. Monthly	mg/l	1/quarter Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Wal-Mart No. 1351 Refer to Section E.2.a.6 and E.2.b.6 for sampling and other requirements.

A.IU10 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU10 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Monitoring Requirements</u>	
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Flow Rate (Year Round) (ML-1)	N/A	1500 Max. Daily	N/A	N/A	1/daily Estimated
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	Rpt Only Avg. Monthly	250 Max. Daily	1/quarter Grab
pH (Year Round) (ML-1)	N/A	N/A	5 Inst. Min.	10 Inst. Max.	1/quarter Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	Rpt Only Avg. Monthly	30 Max. Daily	1/quarter Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Raleigh County Maintenance Headquarters. Refer to Section E.02.a.7 and E.02.b.7 for sampling and other requirements.

A.IU12 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU12 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Units</u>	<u>Monitoring Requirements</u>		
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>			<u>Measurement Frequency</u>	<u>Sample Type</u>
Flow Rate (Year Round) (ML-4)	N/A	5000 Max. Daily	N/A	N/A	N/A	1/daily	Estimated
pH (Year Round) (ML-4)	N/A	N/A	5 Inst. Min.	N/A	10 Inst. Max.	1/month	Grab
Benzene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	50 Max. Daily	1/month	Grab
Toluene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	50 Max. Daily	1/month	Grab
Xylene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	50 Max. Daily	1/month	Grab
TPH Hydrocarbons, Total (Year Round) (ML-4)	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	1/month	Grab
Ethylbenzene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	50 Max. Daily	1/month	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Little General #302 (Kemron Environmental Services) : Refer to Section E.02.a.8 and E.02.b.8 for sampling and other requirements.

A.IU13 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU13 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Quantity</u>		<u>Units</u>		<u>Discharge Limitations</u>		<u>Other Units</u>		<u>Units</u>	<u>Measurement Frequency</u>	<u>Monitoring Requirements Sample Type</u>
	<u>Rpt Only</u>	<u>5000</u>	<u>gpd</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>			
Flow Rate (Year Round) (ML-4)	Rpt Only Avg. Monthly	5000 Max. Daily	gpd	N/A	N/A	N/A	N/A	N/A	N/A	1/daily	measured
pH (Year Round) (ML-4)	N/A	N/A	N/A	N/A	5 Inst. Min.	N/A	N/A	10 Inst. Max.	S.U.	1/month	Grab
Benzene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	50 Max. Daily	ug/l	1/month	Grab
Toluene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	50 Max. Daily	ug/l	1/month	Grab
Xylene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	50 Max. Daily	ug/l	1/month	Grab
Zinc, Total (as Zn) (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/month	Grab
TPH Hydrocarbons, Total (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	ug/l	1/month	Grab
Ethylbenzene (Year Round) (ML-4)	N/A	N/A	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	50 Max. Daily	ug/l	1/month	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Little General Store BP#2075 (Kemron Environmental Services) : Refer to Section E.02.a.9 and E.02.b.9 for sampling and other requirements.

A.IU14 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU14 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations			Monitoring Requirements		
	Quantity	Units	Other Units	Measurement Frequency	Sample Type	Estimated
Flow Rate (Year Round) (ML-1)	N/A	1500 Max. Daily	N/A	N/A	1/daily	Estimated
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	250 Max. Daily	1/quarter	Grab
pH (Year Round) (ML-1)	N/A	N/A	5 Inst. Min.	10 Inst. Max.	1/quarter	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	30 Max. Daily	1/quarter	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Heritage Equipment. Refer to Section E.2.a.10 and E.2.b.10 for sampling and other requirements.

A.IU15 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to accept the discharge from Outlet Number(s) IU15 (Pretreatment - Non Significant Industrial User)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations			Monitoring Requirements		
	Quantity	Units	Other Units	Measurement Frequency	Sample Type	
Flow Rate (Year Round) (ML-1)	N/A	1500 Max. Daily	N/A	N/A	1/daily	Estimated
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	Rpt Only Avg. Monthly	250 Max. Daily	1/quarter	Grab
Chloride (as Cl) (Year Round) (ML-4)	N/A	250 Max. Daily	Rpt Only Avg. Monthly	Rpt Only Max. Daily	1/quarter	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Beckley Maintenance; Refer to Section E.2.a.11 and E.2.b.11 for sampling and other requirements.

A.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

<u>Effluent Characteristic</u>	<u>Limitations</u>			<u>Monitoring Requirements</u>	
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Coliform, Fecal (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	Grab
pH (Year Round) (ML-+)	N/A	N/A	Rpt Only Min.	1/quarter	Grab
Arsenic, Sludge Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Cadmium, Sludge, Tot Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Chromium, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Copper, Sludge, Tot, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Lead, Dry. Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Mercury, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp
Molybdenum, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	1/quarter	1/wk Comp

A.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

Effluent Characteristic	Limitations			Other Units	Units	Measurement Frequency	Monitoring Requirements Sample Type
	Quantity	Units					
Nickel, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	200 Max.	1/quarter	1/wk Comp
Selenium, Sludge, Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	36 Max.	1/quarter	1/wk Comp
Zinc, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	2800 Max.	1/quarter	1/wk Comp
Calcium, Total (as Ca) (Year Round) (ML-+)	N/A	N/A	N/A	N/A	Rpt Only Max.	1/quarter	1/wk Comp
Solids, Total Sludge Percent (Year Round) (ML-+)	N/A	N/A	Rpt Only Min.	Rpt Only Avg.	Rpt Only Max.	1/quarter	1/wk Comp
Potassium, Sludge Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	Rpt Only Max.	1/quarter	1/wk Comp
Phosphorus, Sludge, Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	Rpt Only Max.	1/quarter	1/wk Comp
Nitrogen, Ammonia Tot. DW (Year Round) (ML-+)	N/A	N/A	N/A	N/A	Rpt Only Max.	1/quarter	1/wk Comp
Nitrogen, Sludge Tot. Dry Wt (Year Round) (ML-+)	N/A	N/A	N/A	N/A	Rpt Only Max.	1/quarter	1/wk Comp

A.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning March 29, 2009 and lasting through midnight February 26, 2014 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

<u>Effluent Characteristic</u>	<u>Limitations</u>			<u>Monitoring Requirements</u>			
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>		
Organic Nitrogen (Year Round) (ML-+)	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Magnesium, Tot (as Mg) (Year Round) (ML-+)	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the provisions for waste treatment and the monitoring requirements specified in the permit in accordance with the following schedule :

Effective date of permit.

2. Reports of compliance or non-compliance with, and progress reports on interim and final requirements contained in the above compliance schedule, if any, shall be postmarked no later than 14 days following each schedule date.

Section C - Other Requirements

01. The herein-described treatment works, structures, electrical and mechanical equipment shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level, and operability shall be maintained during the twenty-five (25) year flood level.
02. The entire sewage treatment facility shall be adequately protected by fencing.
03. The proper operation and maintenance of the listed sewage treatment facility shall be performed, or supervised, by a certified operator possessing at least a Class III certificate for Waste Water Treatment Plant Operators as issued by the State of West Virginia. The on-site attendance of this facility's Class III operator shall be determined and directed by the Bureau for Public Health, Office of Environmental Health Services.
04. The arithmetic mean of values for effluent samples collected in a period of seven (7) consecutive days shall not exceed 45.0 mg/l for five (5) day Biochemical Oxygen Demand (BOD5) and Total Suspended Solids (TSS). Furthermore, the permittee may submit mitigating factors as an attachment to its Discharge Monitoring Report (DMR) related to an excursion of this requirement. The Director may choose to take those mitigating factors into consideration in determining whether enforcement action is required.
05. The permittee shall submit monthly according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration and/or quantities the values of the constituents listed in Section A analytically determined to be in the plant effluent(s). Additional information pertaining to effluent monitoring and reporting can be found in Appendix A, Part III.
06. The required DMRs shall be postmarked no later than 15 days or received no later than 20 days following the end of the reporting period, and be addressed to:

Director Division of Water and Waste Management 601 57th Street SE Charleston, West Virginia 25304 Attention: Permitting Program	U. S. Environmental Protection Agency Region III, Water Protection Division NPDES Branch (3WP42) 1650 Arch Street Philadelphia, PA 19103-2029
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07. For any noncompliance reports required to be submitted in writing by Appendix A, Part IV, of this permit, a copy shall also be forwarded to the Environmental Protection Agency at the location specified in Section C.06, above.
08. The permittee shall not use alternate DMRs without prior approval from this agency.
09. The permittee shall not accept any new nondomestic discharges without first obtaining approval from the Director of the Division of Water and Waste Management, as provided in Title 47, Series 10, Section 14 of the West Virginia Legislative Rules.
10. If any existing nondomestic discharge causes, or is suspected of causing, interference or pass through, as defined by 40 CFR Part 403.3, or otherwise violates any provision of 40 CFR Part 403, the permittee shall notify the Director of such violation or suspected violation.
11. If any existing nondomestic discharge is identified as being subject to Categorical Pretreatment Standard under 40 CFR Chapter 1, Subchapter N, and the discharge is not regulated by this permit, the permittee shall notify the Director of such identification.
12. The analytical test procedures, set forth in 40 CFR Part 136, prescribe colorimetric methods for certain parameters. The digestion process for the performance of total recoverable is not sufficient for the utilization of a colorimetric procedure. Therefore, colorimetric procedures shall not be acceptable for the analysis of parameters prescribed as total recoverable.
13. Effluent monitoring for the following pollutants shall be conducted using the most sensitive methods and detection levels commercially available and economically feasible. The following methods are to be used unless the permittee desires to use an EPA Approved Test Method with a listed lower method detection level. Regardless, it is recognized that detection levels can vary from analysis to analysis and that non-detect results at a different MDL for the specified test method would not constitute a permit violation.

Section C - Other Requirements

13. Parameter	EPA Method No.	Method Detection Level (ug/l)
Copper, Total Recoverable	200.8	0.5
Lead, Total Recoverable	200.8	0.6
Zinc, Total Recoverable	200.8	1.8
Chromium, Dissolved Hexavalent	218.6	0.6
Arsenic, Total	200.8	1.4
Nickel, Total Recoverable	200.8	0.5
Cadmium, Total Recoverable	200.8	0.5
Silver, Total Recoverable	200.8	0.1
Mercury, Total*	245.7	0.0018
Mercury, Total*	1631	0.0002
Cyanide, Free	Refer to Section C.14	

*The permittee may use either Method 245.7 or Method 1631 for the analysis of mercury.

14. For the measurement of Free Cyanide, the permittee shall use the standard method for weak acid dissociable cyanide, as specified in the latest edition of Standard Methods.
15. The permittee shall be required to test the wastewater treatment plant's influent in order to calculate the percent (%) removal parameters for BOD5 and TSS contained in Section A.001 of this permit. Influent sampling requirements include:
 - a) Percent removal shall be defined as a percentage expression of the removal efficiency across the wastewater treatment plant for a given pollutant parameter, as determined from the thirty day average values of the influent concentrations to the facility and the thirty day average effluent pollutant concentrations. Only influent and effluent samples taken concurrently as specified below shall be used for reporting.
 - b) Influent BOD5 and TSS samples shall be collected using the permittee's established sampling schedule at least four (4) times per month for the wastewater treatment facility.
 - c) The permittee shall collect representative BOD5 and TSS influent samples using their established sampling procedures over an twenty-four (24) hour period.
 - d) Influent BOD5 and TSS sampling shall be performed over the same twenty-four (24) hour time period as the effluent BOD5 and TSS sampling.
16. The average daily design flow of the existing Publicly Owned Treatment Works has been established at 2.5 million gallons per day. When the average monthly effluent flow reported on Discharge Monitoring Reports reaches, or exceeds, 90 percent of the average design flow (2.25 million gallons per day) during three(3) consecutive monthly periods, the permittee shall submit a Plan of Action to the Director. The Plan of Action shall present, at a minimum, an analysis of current hydraulic and organic loadings on the plant, an analysis of the future projected loadings, and a Schedule of Tasks to accomplish procedures necessary to maintain required treatment levels.
17. Any future collection system extensions projected to cause an increase in the wastewater flow, equal to, or greater than, 125,000 gallons per day (five (5) percent of the design flow) shall require the permittee to contact the Director to secure approval of the extension. After consideration of the complexity of the project, and the available treatment capacity of the facility, the Director may require the permittee to seek approval through Modification of the Permit.
18. Because of the Sequential Batch Reactor technology being utilized by the permittee, "Batch" samples shall be collected. "Batch" sampling procedures shall be defined as the collection and compositing of one (1) grab sample from each individual batch discharge cycle during a 24-hour period.
19. Over the term of this permit, the permittee is allowed up to three (3) excursion of the maximum daily fecal coliform effluent limitation prescribed in Section A.001. The number of allowed excursions is based upon one (1) percent (%) of the number of required self-monitoring events. Utilization of the excursion allowance is conditioned as follows:
 - a) Excursion allowances are afforded only to self-monitoring results and only when self-monitoring activities assess compliance with the maximum daily effluent limitation by analysis of an individual grab sample. No excursion allowance can be applied to analytical results obtained by representatives of the Director in the performance of their compliance assessment activities. Additionally, representatives of the Director may assess compliance with the maximum daily effluent limitation by collection and analysis of an individual grab sample.

Section C - Other Requirements

19. b) No more than one (1) excursion may be utilized in any calendar month.
 - c) The excursion allowance is contingent upon the permittee's prompt return to compliance as evidenced by the next required fecal coliform self-monitoring event.
 - d) The result for which an excursion allowance is claimed shall be included in the calculation of the average monthly effluent value.
 - e) Should an excursion allowance be utilized by the permittee, said allowance must be reported as an attachment to the Discharge Monitoring Report. This attachment should state that (1) an excursion allowance was taken in accordance with the conditions outlined above, (2) the total number of allowances taken to date during the term of this permit, and (3) the total number of allowances remaining during the term of this permit. The permittee shall maintain an on-site record of the excursion allowances utilized during the term of the permit.
20. In incidences where a specific test method is not defined, the permittee shall utilize an EPA approved method with a method detection limit (MDL) sensitive enough to confirm compliance with the permit effluent limit for that parameter. If a MDL is not sensitive enough to confirm compliance, the most sensitive approved method must be used. If a more sensitive EPA approved method becomes available, that method shall be used. Should the current and/or new method not be sensitive enough to confirm compliance with the permitted effluent limit, analytical results reported as "not detected" at the MDL of the most sensitive method available will be deemed compliant for purposes of permit compliance. Results shall be reported on the Discharge Monitoring Reports as a numeric value less than the MDL.
21. Any "not detected (ND)" laboratory results from samples collected by the permittee must be "ND" at the method detection limit (MDL) for the test method used for that parameter and must be reported as less than the MDL (<MDL) used. The permittee may not report the result as zero, "ND", or report the result as less than a minimum level (ML), reporting limit (RL), or practical quantitation limit (PQL).

When averaging values of analytical results for DMR reporting purposes for monthly averages, the permittee should use actual analytical results when these results are greater than or equal to the MDL and should use zero (0) when these results are less than the MDL. If all analytical results are non-detect at the MDL (<MDL), then the permittee should use the actual MDL in the calculation for averaging and report the result as less than the average calculation.

22. The Division has begun to analyze the impacts of nutrients upon water quality and to explore whether there is a need to establish nutrient water quality standards. Therefore, the Division shall impose effluent monitoring for Total Phosphorus and Total Nitrogen in order to assist the Division in this analysis. Currently, there is no EPA approved method to directly test for Total Nitrogen. The value reported for Total Nitrogen should be the sum of the following:

Total Kjeldahl Nitrogen (TKN)
Nitrite (NO₂)
Nitrate (NO₃)

Each of these pollutants listed above has an EPA approved method.

23. Unless otherwise authorized under Section A of this permit, any discharge from any point other than a permitted treatment outfall or permitted combined sewer system outfall is expressly prohibited. In the event there is a prohibited discharge from a sewer conveyance system, the permittee shall follow the reporting requirements contained in Appendix A, Part IV, Section 2.
24. The permittee shall annually perform chronic toxicity tests as described below, on the effluent from Outlet No. 001.
 - a. Such testing will determine if an appropriate dilute effluent sample affects the survival or reproduction of the test species. Batch samples of the effluent, as prescribed in Section A, shall be collected for testing. An appropriate statistical test shall be used to determine whether differences in control and effluent data are significant.

Section C - Other Requirements

24. a. i) The permittee shall conduct a three (3) brood (6-8 days) Ceriodaphnia Dubia survival and reproduction toxicity test on the final effluent diluted by appropriate control water. Toxicity will be demonstrated if there is a statistically significant difference at the 95 percent confident level in survival of reproduction between Ceriodaphnia Dubia exposed to an appropriate control water and the final effluent. All test solutions shall be renewed using an approved renewal schedule. If, in any control, more than 20% of the test organisms die, or less than 60% of surviving females in controls produced their third brood, that test shall be repeated.
- ii) The permittee shall conduct a seven (7) day Pimephales Promelas fathead minnow larval survival and growth toxicity test on the final effluent diluted by appropriate control water. Toxicity will be demonstrated if there is a statistically significant difference at the 95 percent confidence level in survival or growth between fathead minnows exposed to an appropriate control water and the final effluent. All test solutions shall be renewed using an approved renewal schedule. If, in any control, more than 20% of the test organisms die, or average dry weight of surviving controls was less than 0.25 mg/l that test shall be repeated.

- b. Results shall be reported in terms of chronic toxic units (TUc) and shall be submitted with the corresponding monthly Discharge Monitoring Report (DMR).

$TUc = 100/NOEC$ or NOEL

Where NOEC (or NOEL) is No Observed Effect Concentration (or Level), which is expressed as percent (volume) effluent in dilution water.

For Example, if NOEC is 10%, $TUc = 100/10 = 10$

When the effluent demonstrates no toxicity at 100% effluent (no observed effect), the permittee may report zero TUc.

- c. The monitoring required, herein, shall be conducted in accordance with the sample collection, preservation, and analytical procedures specified in 40 CFR 136.
- d. In addition to the monitoring data reporting requirements of 40 CFR 136, the exact age of the test organisms at the initiation of the test shall be reported. Values of less than or equal to 24 hours are acceptable for Pimephales Promelas, fathead minnow. The range of the Ceriodaphnia Dubia used must be reported as a range in hours. All Ceriodaphnia Dubia used in the test must be less than 24 hours of age at test commencement. The age difference between the youngest and oldest Ceriodaphnia Dubia used in the test must not exceed eight (8) hours.
- e. The chronic toxicity testing shall be performed on an annual (1/year) basis. The first chronic toxicity testing shall be carried out within six (6) months from the effective date of the permit. There shall be a minimum of six (6) months between sampling events.
- f. If chronic effluent toxicity testing shows noncompliance with the limitations of 1.6 TUc, the permittee shall immediately resample and test the effluent. This shall be performed within 30 days of the initial demonstration of noncompliance with the whole effluent toxicity discharge limitations prescribed herein. Copies of the retesting results shall be provided to the Director immediately upon completion of the test.
- g. If the second test shows compliance, chronic effluent toxicity testing shall continue in accordance with the requirements, as prescribed herein. However, if the second test shows noncompliance, the Director shall impose further requirements, as may be necessary, in order to obtain compliance with the chronic effluent toxicity discharge limitations.
- h. The Director may impose further requirements should the chronic effluent toxicity testing results demonstrate noncompliance.
25. Because the permittee is using ultraviolet light as their disinfection method, no Total Residual Chlorine (TRC) effluent limitation shall currently be imposed. Should the permittee in the future decide to use chlorine as a disinfection method, a TRC effluent limitation shall be promulgated and imposed.
26. The permittee shall be required to sample the discharge from Outlet No. 001 for the pollutants listed in Appendix J, Table 2 of 40 CFR 122 as part of its next reissuance permit application following the procedures listed below. This data shall be submitted along with the next reissuance permit application.

Section C - Other Requirements

26. a. Grab samples shall be collected for pH, temperature, cyanide, total phenols, residual chlorine, oil and grease, fecal coliform, and volatile organics. Twenty-four (24) hour composite samples shall be collected for all other pollutants found in Appendix J, Table 2 of 40 CFR 122.
 - b. A minimum of three (3) test results for each pollutant shall be obtained a minimum of four (4) months apart. Each sampling result shall be collected in a manner to be representative of seasonal variations (such as April, August, and December).
 - c. All data collected over the term of the previous permit for a specific pollutant shall be summarized and submitted to the agency by the permittee.
 - d. The sample collection, preservation, and analysis shall be conducted in accordance with the procedures of 40 CFR Part 136. The permittee shall assure that the test procedure being utilized has an appropriate method detection level (MDL) for the parameters. Analyses shall be conducted using the most sensitive methods and detection levels commercially available, and economically feasible.
27. The permittee shall continue to implement a program to identify and eliminate sources of inflow and infiltration. A written progress report shall be provided on a quarterly basis, as an attachment to the Discharge Monitoring Report, detailing what has been performed in relation to the implementation and accomplishments of the inflow and infiltration elimination program. Failure of the permittee to comply with this requirement shall result in subsequent administrative and/or legal action, as may be necessary in order to obtain the compliance sought herein.
28. In conjunction with all other reporting requirements of this permit, copies of all future correspondence regarding this permit, including copies of DMRs, will be forwarded to the Environmental Inspector and Environmental Inspector Supervisor at the following address:

Department of Environmental Protection
Environmental Enforcement
116 Industrial Drive
Oak Hill, West Virginia 25901

Section D - Sewage Sludge Management Requirements

01. The permittee shall monitor and report monthly on the enclosed Sewage Sludge Management Report form the quality and quantity of sewage sludge produced. The required report shall be received no later than 20 days following the end of the reporting period and be addressed to:

Director
 Division of Water and Waste Management
 601 57th Street SE
 Charleston, West Virginia 25304
 Attention: Permitting Program

02. The permittee shall provide copies of monthly reports to the county or regional solid waste authority in which the facility or land application site(s) is located.

03. The Sewage Sludge Monitoring Report form shall be submitted quarterly. The required report shall be received no later than 20 days following the end of the reporting period and shall be addressed to:

Director
 Division of Water and Waste Management
 601 57th Street SE
 Charleston, West Virginia 25304
 Attention: Permitting Program

04. The following method(s) of sludge disposal shall be used for sewage sludge generated and/or processed at the permitted facility:

- a. Land Application: Sewage sludge shall not be applied in a manner or in an amount that would cause the land application site(s) to exceed the annual, five (5) year cumulative, and lifetime loading rates as listed below. The following site(s) may be used for land application:

Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate (s) Tons/Acre	Lifetime Loading Rate (s) Tons/Acre
Paul D. Fink, Jr.			
Field 1	1.9	7.7	127
Field 2	1.9	7.7	127
Paul D. Fink, Jr. Amick Farm			
Field 1	1.9	7.7	127
Field 2	1.9	7.7	127
Paul D. Fink, Jr. Brammer Farm			
Field 1	1.9	7.7	127
Paul D. Fink, Jr. McBride Farm			
Field 1	2.4	9.6	127
Field 2	1.9	7.7	127
Paul D. Fink, Jr. Massie Bottom Farm			
Field 1	1.9	7.7	127
Field 2	1.9	7.7	127

Section D - Sewage Sludge Management Requirements

04. a.	Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate(s) Tons/Acre	Lifetime Loading Rate(s) Tons/Acre
	Paul D. Fink, Jr. Massie Top Farm			
	Field 1	1.9	7.7	127
	Field 2	1.9	7.7	127
	Kenneth Kochinsky			
	Field 1	2.0	7.9	127
	Kenneth R. McCormack Buzz McCormack Farm			
	Field 1	1.9	7.7	127
	Field 2	1.9	7.7	127
	Field 3	1.9	7.7	127

b. Landfill Disposal: Sewage sludge may also be disposed at a landfill by placing the sewage sludge in the landfill cell, provided that the landfill obtains approval from the Division of Water and Waste Management to allow the acceptance of sewage sludge from the permittee, and provided that the landfill(s) is/are identified in the permit application. Prior approval by the Division of Water and Waste Management is required to change landfill disposal site(s).

05. Sewage sludge shall not be applied to land that has any of the following siting restrictions and/or location standards:

- a. Land that is frozen, snow-covered, or known to be flooded on a regular basis unless the applicant can demonstrate to the Secretary that the land application will not cause runoff into streams or wetlands.
- b. Land that is within 50 feet of surface water including any streams, springs, ponds, wetlands, or other collection points for surface water.
- c. Land that is within 200 feet of drinking water supply wells or other personal water supply.
- d. Land that is within 200 feet of an occupied dwelling.
- e. Land that is within 50 feet of a federal or state highway.
- f. Land that is within 100 feet of an adjacent property owner's property line.
- g. Land that drains into a sinkhole.
- h. Land that has been tested and determined to have a pH of less than 6.2 S.U., unless the pH is adjusted to 6.2 S.U. or greater.
- i. Land that has a slope greater than 15 percent.
- j. Land that has a seasonal high groundwater table less than two (2) feet from the surface.
- k. Land that has less than 6 inches of soil over bedrock or an impervious pan.
- l. Land that contains soil with surface permeability of less than 0.6 inches/hour or greater than 6 inches/hour.
- m. Land that, if sewage sludge was applied, is likely to adversely affect a threatened or endangered species listed under Section 4 of the Endangered Species Act or its designated critical habitat.
- n. Other land determined by the Secretary to be unsuitable of sewage sludge.

Section D - Sewage Sludge Management Requirements

06. The following requirements concerning crops grown on land used for application of sewage sludge, the time requirements between application of sewage sludge and the harvesting of crops, and the restrictions on animal grazing and public access shall be met:
 - a. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
 - b. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for four (4) months or longer prior to incorporation into the soil.
 - c. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than four (4) months prior to incorporation into the soil.
 - d. Food crops (human consumption), feed crops (animal consumption), and fiber crops shall not be harvested for 30 days after application of sewage sludge.
 - e. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
 - f. Turf grown on land where sewage sludge is applied shall not be harvested for one (1) year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn, unless otherwise specified by the permitting authority.
 - g. Public access to land with a high potential for public exposure shall be restricted for one year after application of sewage sludge.
 - h. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
07. Sewage sludge shall not be stored at a land application site for a period longer than one week; except, storage can be allowed for a period not to exceed three months when provisions, approved by the Director of the Division of Water and Waste Management of the Department, are made to prevent leachate runoff to the surface water and/or groundwater.
08. Sewage sludge shall only be land applied during the hours of daylight.
09. Sewage sludge which is land applied shall not contain excessive amounts of other solid waste materials, as defined in Title 33, Series 2, Section 2.34 of the Legislative Rules.
10. Areas used for processing, curing, and/or storage of sewage sludge shall be designed, constructed and operated to prevent release of contaminants to the groundwater and/or surface water.
11. The land application site(s) shall maintain the soil pH at a minimum of 6.2 S.U. for at least five (5) years from the date of application. The soil pH and soil nutrients shall be monitored once per year by obtaining a composite sample of each field utilized for land application during the previous year. The composite samples shall be made up of a minimum of four (4) aliquots taken at locations equally spaced through the land application site(s). The samples may be analyzed through the WVU Extension Service or by other certified laboratories.
12. All analyses performed on soils and sewage sludges shall be analyzed in accordance with analytical methods listed in 40 CFR Part 503.8 except that Nutrients may be analyzed in accordance with the most recently approved edition of Standard Methods and pH may be analyzed using EPA Method 9045A. Additionally, Fecal Coliform samples shall be prepared for analysis by using the method described in EPA 625R-92/013, Appendix F.
13. Sewage sludge disposed in a landfill cell shall be a non-hazardous material as defined in 40 CFR Part 261.24 and a minimum of 20 percent solids. If the sewage sludge is not 20 percent solids, a bulking agent may be used to achieve 20 percent solids before the sewage sludge is weighed in at the landfill. Alternative sludge disposal methods at the landfill can be utilized upon obtaining prior written approval from the Director of the Division of Water and Waste Management.
14. If sewage sludge is used for revegetation, or spread in any other manner at the landfill, the sewage sludge shall meet all of the land application requirements. These requirements include vector attraction and pathogen reduction methods, heavy metals limits, and abiding by an approved loading rate based on soil analyses.

Section D - Sewage Sludge Management Requirements

15. The following primary method for pathogen reduction shall apply to the sewage sludge or sewage sludge products:
 - a. Lime Stabilization - Lime is added to maintain the sewage sludge pH above 12.0 S.U. for at least two (2) hours after the lime addition. The permittee shall record the pH of the sewage sludge at least twice, once upon addition of lime and once two (2) hours after addition.
 - b. If compliance cannot be achieved using the primary method for pathogen reduction, then the permittee must provide a written notification to the Director prior to using a secondary method so long as the secondary method has been previously approved and contained in this permit. The permittee shall not dispose of sewage sludge until providing this written notification to the Director. The following secondary method for pathogen reduction shall apply to the sewage sludge or sewage sludge products:
 - (1) Fecal Coliform Analyses - Seven (7) samples are collected and analyzed separately using either MF or MPN Method. The geometric mean of these results must be less than 2,000,000 colonies/dry gram. The permittee shall maintain all laboratory bench sheets indicating all raw data used in the analyses and the calculation of the results (unless analysis was performed by a certified contract laboratory). The seven (7) individual samples shall be evenly spaced over the monitoring period with no more than one (1) sample taken in each calendar week.
16. The following primary method for vector attraction reduction shall apply to the sewage sludge or sewage sludge products:
 - a. Lime Stabilization - Lime is added to maintain the sewage sludge pH above 12.0 S.U. for two (2) hours and above 11.5 S.U. for 24 hours after the lime addition. The permittee shall record the pH of the sewage sludge at the 0, 2, and 24 hour intervals of treatment, and record the duration of time (hours) that the pH is maintained at or above the specified minimum levels.
 - b. If compliance cannot be achieved using the primary method for vector attraction reduction, then the permittee must provide a written notification to the Director prior to using a secondary method so long as the secondary method has been previously approved and contained in this permit. The permittee shall not dispose of sewage sludge until providing this written notification to the Director. The following secondary method for vector attraction reduction shall apply to the sewage sludge or sewage sludge products:
 - (1) Specific Oxygen Uptake Rate (SOUR) - Sewage sludge is considered stable enough for land application if the SOUR is equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20 degrees Celsius. The permittee shall take dissolved oxygen (DO) readings of the sewage sludge over a fifteen(15) minute period. Either the temperature (degrees Celsius) of the sample must be adjusted to 20 degrees Celsius or the SOUR of the sewage sludge is measured at the same temperature at which digestion is occurring in the treatment works and corrected to 20 degrees Celsius.
17. The permittee shall maintain all records and reports of all monitoring required by Section D of this permit for five (5) years after the date of monitoring or reporting. Records should include all sample results, including pathogen and vector attraction reduction monitoring; any landfill receipts; land application records, including site maps, the landowner agreement, soil sample results, daily and cumulative sludge loading rate information; copies of all required reports; and records of all data used to complete these reports.

Section D - Sewage Sludge Management Requirements

18. The appropriate composite sampling procedures shall be based upon the particular sludge processing methods used by the permittee. The composite sampling procedures for the various methods are described as follows:

Belt Press or Vacuum Filter - During the week that the composite sample is obtained, the permittee shall take a minimum of three (3) grab samples during each day of the week that the dewatering system is in operation. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected at a point immediately after the dewatering operation.

Liquid Sludge - During the week that the composite sample is obtained, the permittee shall take a representative grab sample from each truck load of sewage sludge hauled during that week. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected from the sewage sludge being pumped into the truck or as the sewage sludge is being discharged from the truck.

Sewage Sludge Drying Beds - During the week that the composite sample is obtained, the permittee shall take a minimum of four (4) grab samples from each bed finished during that week. These grab samples are to be mixed together and the final sample obtained from the composite.

Composting or Stock Piles - The permittee shall obtain a minimum of eight (8) grab samples from the pile of finished product. These grab samples are to be mixed together and the final sample obtained from the composite.

19. Written notification shall be given to the Director within five (5) days of the determination of any excursion(s) of the maximum allowable limitations for sewage sludge listed in Section A.S01 of this Permit. A written plan to identify and correct the excursion(s) must be submitted to the Director within sixty (60) days.

20. No single instantaneous grab sample of the final sewage sludge product shall exceed the values found below as listed in Table 2 of the West Virginia Sewage Sludge Management Regulations (Title 33, Series 2).

Metal	Concentration (mg/kg)
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

21. Sewage sludge shall not be land applied in a manner or in an amount that will cause the land application site(s) to exceed the maximum soil concentrations for the following heavy metals:

Parameter	Maximum Allowable Limitations For Soils (mg/kg)
Arsenic	13.0
Cadmium	2.4
Chromium	290.0
Copper	92.0
Lead	85.0
Mercury	2.4
Molybdenum	4.6
Nickel	83.0*
Selenium	10.0
Zinc	290.0**

* For sandy to silt loam soils with a permeability greater than 2.0 inches per hour, the maximum allowable soil concentration for nickel is 50.0 mg/kg.

** For those sites with greater than 30% legume species, the maximum allowable soil concentration for zinc is 130.0 mg/kg for sandy to silt loam soils with permeability greater than 2.0 inches per hour and 200.0 mg/kg for other soil types.

Section D - Sewage Sludge Management Requirements

22. All land application site(s) shall have new soil analyses performed for the metals listed in Section D.21 of this Permit when the cumulative loading reaches 50% of the assigned lifetime loading rate.
23. Should any landowner of a sludge land application site fail to comply with the terms and conditions pertaining to the landowner under an applicable landowner agreement, the permittee shall immediately contact said landowner and identify the violation causing the noncompliance with the said agreement. The permittee shall take all reasonable, escalating enforcement steps, up to and including disallowing further land application of sludge on the owner's site, in order to keep the landowner compliant with the terms and conditions of said land owner agreement. Also, the permittee shall immediately inform the Agency of any current noncompliance by the owner of a land application site by attaching a written summary of these violations, the cause of each violation, and the steps taken to prevent their recurrence with the submitted Sludge Monitoring Reports. Should the permittee take all of the enforcement steps outlined above, these actions may be used as a mitigating factor to any enforcement actions taken upon the permittee for the noncompliance by the land application site owners to the terms and conditions of Section D herein. However, the burden of proof in relation to the use of this mitigating factor shall lie exclusively upon the permittee. This condition shall not be used as a mitigating factor to any noncompliance associated with any other sections of this permit, even if said noncompliance is, in whole or in part, caused by the land application site owner.
24. In conjunction with all other reporting requirements of this permit, copies of all future correspondence regarding this permit, including copies of Sewage Sludge Management Reports, and Sewage Sludge Monitoring Reports, will be forwarded to the Environmental Inspector and Environmental Inspector Supervisor at the following address:

Department of Environmental Protection
Environmental Enforcement
116 Industrial Drive
Oak Hill, West Virginia 25901

Section E - Pretreatment (Industrial Users)

01. The permittee may accept non-domestic wastewater from the following Industrial User(s) providing each respective Industrial User maintains continued compliance with all applicable requirements of this section and all applicable limitations and monitoring requirements prescribed in Section(s) A.IU01-A.IU15:

Industrial User Facility Name	Outfall	Classification
Beckley West Maintenance Garage	IU01	IU
Raleigh County Landfill	IU02	SIU
Ashland Inc.	IU03	CIU 40CFR442.14
Terex	IU04	IU
Beckley Garbage Disposal	IU05	IU
Wal-Mart No. 1351	IU09	IU
Raleigh County Maintenance Headquarters	IU10	IU
Little General #302	IU12	IU
Little General BP #2075	IU13	IU
Heritage Equipment	IU14	IU
Beckley Maintenance	IU15	IU

IU - Industrial User
CIU - Categorical Industrial User
SIU - Significant Industrial User

02. The acceptance of non-domestic wastewater from the Industrial Users listed in Section A.IU01-IU15 is subject to and contingent upon the following terms and conditions:

a. NON-DOMESTIC WASTEWATERS APPROVED FOR ACCEPTANCE:

- 1) The non-domestic wastewater approved for acceptance from Beckley West Maintenance Garage consists of intermittent discharges from general shop cleaning. The non-domestic wastewater shall be pretreated by a gravity oil & water separator. The maximum daily volume accepted shall not exceed 1,000 gallons. The actual volume accepted shall be estimated and recorded daily. Estimates shall be based upon metered water usage at Beckley West Maintenance Garage.
- 2) The non-domestic wastewater approved for acceptance from Raleigh County Landfill consists of leachate generated through the normal operations of a composite lined sanitary landfill. The non-domestic wastewater shall be transferred from landfill cells to a 350,000 gallon aerated holding tank for treatment and then pumped to the wastewater treatment plant. The maximum daily volume accepted shall not exceed 100,000 gallons. The actual volume accepted shall be measured and recorded using a flow meter prior to discharge to the District.
- 3) The non-domestic wastewater approved for acceptance from Ashland Inc. consists of storm water collected in an outside containment dike, wastewater resulting from the rinsing of storage tanks, tanker trucks, and transfer hoses, and wastewater resulting from general facility cleaning rinses. The wastewater is subject to 40CFR442.14 Transportation Equipment Cleaning. The maximum daily volume accepted shall not exceed 2,000 gallons. The actual volume accepted shall be estimated and recorded when discharged to the District.

Section E - Pretreatment (Industrial Users)

02. a. 4) The non-domestic wastewater approved for acceptance from Terex consists of pretreated wastewater associated with the washing of parts from mining machinery for repairs. The non-domestic wastewater shall be pretreated by a Hotsy brand Model 500 Heli-sep oil & water separator with treated water discharged in batches. The maximum daily volume accepted shall not exceed 1,000 gallons. The actual volume accepted shall be estimated and recorded daily. Estimates shall be based upon metered water usage at Terex.
- 5) The non-domestic wastewater approved for acceptance from Beckley Garbage Disposal consists of wastewater generated in the cleaning of garbage trucks exteriors and "toters". The non-domestic wastewater shall be pretreated by a containment pit where suspended solids are allowed to settle prior to pumping to a truck through a 500 gallon tank. The maximum daily volume accepted shall not exceed 1,000 gallons. The actual volume accepted shall be estimated and recorded daily. The flow estimate shall be made by number of trucks washed multiplied by 500 gallons per truck. Before Beckley Garbage Disposal makes a direct connection, an application shall be sent to the Division for a modification.
- 6) The non-domestic wastewater approved for acceptance from Wal-Mart No. 1351 consists of pretreated floor wash wastewater, rain/snow/slush water dripping from vehicles brought into the shop, and wastewater from an employee handwashing sink and eyewash, all generated in the facilities Tire, Battery, and Lube Express Department. The wastewater is pretreated with a Zurn 500 gravity type oil separator prior to discharge to the District. The maximum daily volume accepted shall not exceed 100 gallons. The actual volume accepted shall be estimated and recorded daily. Estimates shall be based upon metered water usage at Wal-Mart No. 1351 less domestic wastewater.
- 7) The non-domestic wastewater approved for acceptance from Raleigh County Maintenance Headquarters, Division of Highways, consists of flows generated from a vehicle wash station and from floor drains. The non-domestic wastewater shall be pretreated by an oil/water separator prior to discharge to the District. The maximum daily volume accepted shall not exceed 1,500 gallons. The actual volume accepted shall be estimated and recorded daily. The estimate shall be made by number of trucks washed multiplied by 500 gallons per vehicle.
- 8) The non-domestic wastewater approved for acceptance from Little General #302, consists of pretreated contaminated groundwater from Kemron Environmental Services at the Little General #302 location at 4245 Robert C. Byrd Drive in Beckley, WV. The contaminated groundwater shall be processed in an activated sludge/ fixed film bioreactor and then sent through an air-sparging tray stripper before being fed through a series of five additional 250-gallon air-sparging, bioreactor treatment tanks. The effluent is finally passed through a carbon canister before being discharged to the sanitary sewer. The maximum daily volume accepted from Little General #302 location shall not exceed 5,000 gallons per day. The actual volume of wastewater accepted shall be measured and recorded daily.
- 9) The non-domestic wastewater approved for acceptance from Little General Store BP #2075, consists of pretreated contaminated groundwater from Kemron Environmental Services, at the Little General Store location at 3604 Robert C. Byrd Drive in Beckley, WV. The contaminated groundwater shall be processed in an activated sludge/ fixed film bioreactor and then sent through an air-sparging tray stripper before being fed through a series of five additional 250-gallon air-sparging, bioreactor treatment tanks. The effluent is finally passed through a carbon canister before being discharged to the sanitary sewer. The maximum daily volume accepted from the Little General Store location shall not exceed 5,000 gallons per day. The actual volume of wastewater accepted shall be measured and recorded daily.
- 10) The non-domestic wastewater approved for acceptance from Heritage Equipment Inc. consists of flows generated from a truck wash station. The non-domestic wastewater shall be pretreated by an oil/water separator Heli-Sep model 1000. The maximum daily volume accepted shall not exceed 4,000 gallons. The actual volume accepted shall be recorded daily. The flow measurement shall be based on metered water used for truck washing.
- 11) The non-domestic wastewater approved for acceptance from Beckley Maintenance of West Virginia Parkways Authority consists of discharge water generated from storm water run off from a salt loading pad. The wastewater is collected in a catch basin to remove settleable solids. The maximum daily volume accepted shall not exceed 1,500 gallons. The actual volume accepted shall be estimated and recorded daily. Estimates shall be based upon rain fall during the previous 24 hour period and exposed area of pad.

Section E - Pretreatment (Industrial Users)

02. b. SAMPLING PROCEDURES:

1) Beckley West Maintenance Garage

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

In addition, the attached oil/water separator log must be completed monthly and submitted quarterly to North Beckley PSD. North Beckley PSD shall submit the log on a quarterly basis to DEP.

If compliance with permit limits for oil and grease, pH and total suspended solids is attained for four consecutive quarters, the permittee may file a permit modification application to request waiver for monitoring of oil and grease, pH and total suspended solids. However oil/water separator log shall continue to be submitted quarterly.

2) Raleigh County Landfill

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

Composite samples shall be obtained by collection and combination of a minimum of four (4) equal volume aliquots with aliquots accepted at approximately equal time intervals over the daily discharge period.

3) Ashland Inc.

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

Composite samples shall be obtained by collection and combination of a minimum of four (4) equal volume aliquots with aliquots accepted at approximately equal time intervals over the daily discharge period.

4) Terex

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

In addition, the attached oil/water separator log must be completed monthly and submitted quarterly to North Beckley PSD. North Beckley PSD shall submit the log on a quarterly basis to DEP.

If compliance with permit limits for oil and grease, pH and total suspended solids is attained for four consecutive quarters, the permittee may file a permit modification application to request waiver for monitoring of oil and grease, pH and total suspended solids. However oil/water separator log shall continue to be submitted quarterly.

5) Beckley Garbage Disposal

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

6) Wal-Mart No. 1351

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

In addition, the attached oil/water separator log must be completed monthly and submitted quarterly to North Beckley PSD. North Beckley PSD shall submit the log on a quarterly basis to DEP.

If compliance with permit limits for oil and grease, pH and total suspended solids is attained for four consecutive quarters, the permittee may file a permit modification application to request waiver for monitoring of oil and grease, pH and total suspended solids. However oil/water separator log shall continue to be submitted quarterly.

Section E - Pretreatment (Industrial Users)

02. b. 7) Raleigh County Maintenance Headquarters

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

In addition, the attached oil/water separator log must be completed monthly and submitted quarterly to North Beckley PSD. North Beckley PSD shall submit the log on a quarterly basis to DEP.

If compliance with permit limits for oil and grease, pH and total suspended solids is attained for four consecutive quarters, the permittee may file a permit modification application to request waiver for monitoring of oil and grease, pH and total suspended solids. However oil/water separator log shall continue to be submitted quarterly.

8) Little General #302

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

9) Little General BP #2075

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

10) Heritage Equipment

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

In addition, the attached oil/water separator log must be completed monthly and submitted quarterly to North Beckley PSD. North Beckley PSD shall submit the log on a quarterly basis to DEP.

If compliance with permit limits for oil and grease, pH and total suspended solids is attained for four consecutive quarters, the permittee may file a permit modification application to request waiver for monitoring of oil and grease, pH and total suspended solids. However oil/water separator log shall continue to be submitted quarterly.

11) Beckley Maintenance

An individual grab sample and pH measurement shall be obtained at a time that is representative of normal operations.

c. SAMPLING AND MONITORING REQUIREMENTS:

- 1) Samples on non-domestic wastestreams shall be collected at the discharge point prior to its mixing with any other wastestream unless otherwise specified.
- 2) Sampling and analyses required by Section A.IU01-IU15 shall be conducted in accordance with sample collection, preservation, and analytical procedures specified in 40 CFR 136.
- 3) As specified in Section(s) A.IU01-IU15, semi annual monitoring periods are Jan-Jun, Jul-Dec. Quarterly monitoring periods are Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec.
- 4) If the permittee or industrial user monitors any parameter more frequently than required by Section(s) A.IU01-IU15, using procedures specified by Section E.02.c.2, then the results of additional monitoring must be reported.
- 5) All industrial users shall maintain information relative to self-monitoring for a minimum of three (3) years. The information maintained shall include: the date, exact location, method, and time of sampling; the sample preservation techniques used; the name of the person taking the samples; the date(s) the analyses were performed; the name of the person performing the analyses; and the analytical results.
- 6) Reporting of monitoring required by Section(s) A.IU01-IU15 shall be submitted to the Division of Water and Waste Management along with the permittee's Discharge Monitoring Reports. Reports shall contain results of all analysis performed, and the estimated daily volume of the wastewater accepted. Reports shall be due on the 20th day of the month following the end of the monitoring period.

d. NOTIFICATION REQUIREMENTS:

Section E - Pretreatment (Industrial Users)

02. d.
 - 1) All industrial users shall notify the permittee immediately of all discharges that could cause problems to the POTW, including any slug loadings, as defined by 40 CFR 403.5(b) of the Code of Federal Regulations.
 - 2) All industrial users shall notify the permittee and the Division of Water and Waste Management of any discharge into the POTW of any substance, which otherwise disposed of, would be considered a hazardous waste under 40 CFR 261 of the Code of Federal Regulations unless they discharge less than fifteen (15) kilograms of non-acute hazardous waste in a calendar month.
 - 3) For any instances that sampling results have a result of "non-detect" (less than the minimum detection level), the results shall be reported as less than the minimum detection level used. For example, if the laboratory results indicate non-detect for a parameter and the MDL is listed as 0.005 mg/l, the Industrial User shall indicate on the Discharge Monitoring Report for that parameter "< 0.005 mg/l". For purposes of averaging values, the Industrial User shall use the MDL for any values listed as non-detect, when calculating averages.
 - 4) Each Industrial User shall submit a Discharge Monitoring Report for every monitoring period. If the Industrial User does not discharge any non-domestic waste to the POTW during a given monitoring period, the Industrial User shall still submit the appropriately filled out and signed Discharge Monitoring Report indicating "NO DISCHARGE" during the monitoring period.
 - 5) Alternative discharge monitoring report forms shall not be used without prior approval from this Agency.
- e. PROHIBITED DISCHARGES:
 - 1) Pollutants which create a fire or explosion hazard in the POTW (wastestreams with a closed cup flashpoint of less than 140 degrees F or 60 degrees C using test methods specified in 40 CFR 261.21 of the Code of Federal Regulations).
 - 2) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference.
 - 3) Heat in such quantities that the temperature at the POTW exceeds 40 degrees C (104 degrees F).
 - 4) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - 5) Any trucked or hauled pollutants, except at discharge points designated by the POTW.
 - 6) Any pollutant(s) discharged in a quantity which has the potential to cause Pass Through or Interference.
03. In addition to the conditions listed in Section E.02, the following conditions apply specifically to Categorical and Significant Industrial User facilities listed in Section E.01.
 - a. All baseline reports, reports on compliance, and self monitoring reports must be signed and certified in accordance with 40 CFR 403.12 of the Code of Federal Regulations.
 - b. If a Categorical Industrial User listed in Section E.01 conducts sampling that reveals a violation of their respective limitations prescribed in Section A or any of the prohibited discharges listed in Section E.02.e, the Categorical Industrial User shall notify the Director of said violation within 24 hours of becoming aware of the violation. In addition, the Categorical Industrial User shall repeat the sampling and analysis for the pollutant in violation and submit the results to the Director within 30 days.

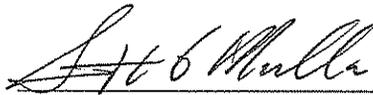
Section E - Pretreatment (Industrial Users)

04. Should any of the permittee's industrial users fail to comply with the specific terms and conditions pertaining to that specific industrial user in this permit, the permittee shall immediately contact said industrial user and identify the violation causing the noncompliance with the permit. The permittee shall take all reasonable, escalating enforcement steps, up to and including disallowing the continued acceptance of the nondomestic wastewater from the industrial user, to keep the industrial user compliant with the terms and conditions of the permit. Also, the permittee shall immediately inform the Agency of any current noncompliance by industrial users by attaching a written summary of these violations, the cause of each violation, and the steps taken to prevent their recurrence with the submitted Discharge Monitoring Reports. Should the permittee take all of the enforcement steps outlined above, these actions may be used as a mitigating factor to any enforcement actions taken upon the permittee for the noncompliance by the industrial users to the terms and conditions of Section E or Sections A.IU01-15 herein. However, the burden of proof in relation to the use of this mitigating factor shall lie exclusively upon the permittee. This condition shall not be used as a mitigating factor to any noncompliance associated with any other section of this permit, even if said noncompliance is, in whole or in part, caused by an industrial user.
05. Please find the enclosed monitoring forms and the oil/water separator logs that shall be used by the respective respective Industrial Users. The forms and logs shall be completed and submitted at the frequency indicated to the North Beckley Public Service District. The North Beckley Public Service District shall attach the forms and logs to the monthly Discharge Monitoring Report submitted to this office. Photocopies of the blank form and log should be made and filed as this office does not supply additional monitoring forms. All analytical lab forms need not be submitted, but should be available for inspection at the industrial user's facility.
06. This Division reserves the right to disallow the continued acceptance of the nondomestic wastewater(s) from any of the facilities described in Section E.01, or to require installation of additional pretreatment facilities, should the wastewater violate specified limitations, cause interference or pass-through at the POTW and result in effluent limitation violations or receiving stream degradation, or adversely impact POTW sludge disposal. Approval of the permittee's acceptance of the indirect discharge(s) in no way relieves the permittee of its obligation to comply with all terms and conditions of its WV/NPDES Permit and shall not constitute an affirmative defense in any enforcement action brought against the permittee.
07. Approval of the wastewater acceptance granted, by Section E.01. and E.02. extends only to the types of wastewater specified therein. Acceptance of any other types of wastewater, without prior approval, is prohibited.

The herein-described activity is to be extended, modified, added to, made, enlarged, acquired, constructed or installed, and operated, used and maintained strictly in accordance with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0027740; with the plan of maintenance and method of operation thereof submitted with such application(s); and with any applicable rules and regulations promulgated by the Environmental Quality Board and the Secretary of the Department of Environmental Protection.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0027740; and with the plan of maintenance and method of operation thereof submitted with such application(s) shall constitute grounds for the revocation or suspension of this permit and the invocation of all the enforcement procedures set forth in Chapter 22, Article 11, or 15 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Chapter 22, Article 11 and 12 and/or 15 of the Code of West Virginia and is transferable under the terms of Section 11 of Article 11.



Scott G. Mandirola, Acting Director

Appendix A

I. MANAGEMENT CONDITIONS:

1. Duty to Comply

- a) The permittee must comply with all conditions of this permit. Permit noncompliance constitutes a violation of the CWA and State Act and is grounds for enforcement action; for permit modification, revocation and reissuance, suspension or revocation, or for denial of a permit renewal application.
- b) The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit at least 180 days prior to expiration of the permit.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Director shall be signed and certified as required in Title 47, Series 10, Section 4.6 of the West Virginia Legislative Rules.

7. Transfers

This permit is not transferrable to any person except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

8. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable specified time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

10. Inspection and Entry

The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a) Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;
- b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
- c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any location.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11-12 of the Code of West Virginia.

12. Water Quality

Subject to 47 WV CSR 10.3.4.a, the effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the Environmental Quality Board.

13. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

14. Liabilities

- a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, 308 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.
- b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 2 years, or by both.
- c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 2 years, or by both.
- d) Nothing in I.14 a), b), and c) shall be construed to limit or prohibit any other authority the Director may have under the State Water Pollution Control Act, Chapter 22, Article 11.

II. OPERATION AND MAINTENANCE:

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by the WV Bureau of Public Health Laws, W. Va. Code Chapter 16-1, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Director may require a more highly skilled operator.

2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

3. Bypass

- a) Definitions
- (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and
 - (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of II.3.c) and II.3.d) of this permit.
- c)
 - (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
 - (2) If the permittee does not know in advance of the need for bypass, notice shall be submitted as required in IV.2.b) of this permit.
- d) Prohibition of bypass
- (1) Bypass is permitted only under the following conditions, and the Director may take enforcement action against a permittee for a bypass, unless;
 - (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (C) The permittee submitted notices as required under II.3.c) of this permit.
 - (2) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in II.3.d.(1) of this permit.

4. Upset

- a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitation if the requirements of II.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in IV.2.b) of this permit.
 - (4) The permittee complied with any remedial measures required under I.3. of this permit.
- d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit by the Director, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Director. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Director in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

III. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Reporting

- a) Permittee shall submit, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s). DMR submissions shall be made in accordance with the terms contained in Section C of this permit.
- b) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.
- c) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).
- d) Specify frequency of analysis for each parameter as number of analyses/specified period (e.g., 3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with the latest edition of 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the permit, the permittee shall record the following information.

- a) The date, exact place, and time of sampling or measurement;
- b) The date(s) analyses were performed;
- c) The individual(s) who performed the sampling or measurement;
- d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
- e) The analytical techniques or methods used, and
- f) The results of such analyses. Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in III.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

7. Definitions

- a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- c) "Maximum daily discharge limitation" means the highest allowable daily discharge.
- d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- e) "Grab Sample" is an individual sample collected in less than 15 minutes.
- f) "is" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.
- g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.
- h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24 hour day, or during the operating day if flows are of shorter duration.
- i) The "monthly average fecal coliform" bacteria is the geometric average of all samples collected during the month.
- j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or which a relationship to absolute volume has been obtained.
- k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.
- l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e., no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

IV. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to Title 47, Series 11, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11. Attached is a copy of the West Virginia Spill Alert System for use in complying with Title 47, Series 11, Section 2 of the Legislative rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

- a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Agency's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- b) The following shall also be reported immediately:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit to be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous substance.
- c) The Director may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.
- d) Compliance with the requirements of IV.2 of this section, shall not relieve a person of compliance with Title 47, Series 11, Section 2.

3. Reporting Requirements

- a) Planned changes. The permittee shall give notice to the Director of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series 10, Title 47; or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under IV.2 of this section.
- b) Anticipated noncompliance. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- c) In addition to the above reporting requirements, all existing manufacturing, commercial, and silvicultural discharges must notify the Director in writing as soon as they know or have reason to believe:
 - (1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, or any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) One hundred micrograms per liter (100 ug/l);
 - (B) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitro phenol; and for 2-methyl 4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
 - (C) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.9 of Series 10, Title 47.
 - (D) The level established by the Director in accordance with Section 6.3.g of Series 10, Title 47;
 - (2) That any activity has occurred or will occur which would result in any discharge (on a non-routine or infrequent basis) of a toxic which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) Five hundred micrograms per liter (500 ug/l);
 - (B) One milligram per liter (1 mg/l) for antimony;
 - (C) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.7 of Series 10, Title 47;
 - (D) The level established by the Director in accordance with Section 6.3.g of Series 10, Title 47.
 - (3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.
 - (4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in IV.2.a). Should other applicable noncompliance reporting be required, these terms and conditions will be found in Section C of this permit.

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Summer May 1-Oct 31

FACILITY NAME: Wastewater Treatment Plant North Beckley PSD
 LOCATION OF FACILITY: BECKLEY, Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: 001
 WASTELOAD FOR THE MONTH OF: _____

CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
		Min.	Max. Daily	Rpt Only	Max. Daily					
50050 (ML-1) RF-A Flow, in Conduit or thru plant Year Round	N/A			Rpt Only	Rpt Only	N/A	mgd		Continuous	measured
00310 (ML-B) RF-A BOD, 5-Day 20 Deg.C Year Round	626 Avg. Monthly	1251 Max. Daily		N/A	30 Avg. Monthly	N/A	mg/l		1/week	Batch
00530 (ML-A) RF-A Total Suspended Solids Year Round	626 Avg. Monthly	1251 Max. Daily		N/A	30 Avg. Monthly	N/A	mg/l		1/week	Batch
81010 (ML-K) RF-A BOD, % Removal Year Round	N/A			85 Month. Avg. Min.	N/A	N/A	Percent		4/Month	Calculated
81011 (ML-K) RF-A Suspended Solids, % Removal Year Round	N/A			85 Month. Avg. Min.	N/A	N/A	Percent		4/Month	Calculated
74055 (ML-A) RF-A Coliform, Fecal Year Round	N/A			N/A	200 Mo. Geo. Mean	N/A	Cnts/100ml		1/week	Grab
00400 (ML-A) RF-A pH Year Round	N/A			6 Inst. Min.	N/A	N/A	S.U.		1/week	Grab
00300 (ML-A) RF-A Dissolved Oxygen Year Round	N/A			6 Inst. Min.	N/A	N/A	mg/l		1/week	Grab

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	Date Completed
Title of Officer	Signature of Principal Executive Officer or Authorized Agent

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

FACILITY NAME: Wastewater Treatment Plant North Beckley PSD CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740 OUTLET NO.: 001
 WASTELOAD FOR THE MONTH OF: _____ INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
	Units	N/E	Units	N/E					
00610 (ML-A) RF-A Ammonia Nitrogen Summer May 1-Oct 31	88 Avg. Monthly	128 Max. Daily	Lbs/Day	N/A	N/A	mg/l		1/week	Batch
00600 (ML-A) RF-B Nitrogen, Total (as N) Year Round	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A	N/A	mg/l		1/quarter	Batch
00665 (ML-A) RF-B Phosphorus, Total Year Round	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A	N/A	mg/l		1/quarter	Batch
01119 (ML-A) RF-B Copper, Total Recoverable Year Round	N/A	N/A		N/A	N/A	mg/l		1/quarter	Batch
01114 (ML-A) RF-B Lead, Total Recoverable Year Round	N/A	N/A		N/A	N/A	mg/l		1/quarter	Batch
01094 (ML-A) RF-B Zinc, Total Recoverable Year Round	N/A	N/A		N/A	N/A	mg/l		1/quarter	Batch
01002 (ML-A) RF-B Arsenic, Total (as AS) Year Round	N/A	N/A		N/A	N/A	mg/l		1/quarter	Batch
01113 (ML-A) RF-B Cadmium, Total Recoverable Year Round	N/A	N/A		N/A	N/A	mg/l		1/quarter	Batch

* CEL = Compliance Evaluation Level

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

Name of Principal Executive Officer: _____ Date Completed: _____
 Title of Officer: _____ Signature of Principal Executive Officer or Authorized Agent: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Summer May 1-Oct 31

CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____
 WASTEWATER TREATMENT PLANT NORTH BECKLEY PSD
 BECKLEY, Raleigh County
 WV0027740 OUTLET NO.: 001

WASTEWATER TREATMENT PLANT NORTH BECKLEY PSD
 BECKLEY, Raleigh County
 WV0027740 OUTLET NO.: 001

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E	Units	N/E					
01032 (ML-A) RF-B Chromium, Hexavalent Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Batch
00718 (ML-A) RF-B Cyanide, Weak Acid Dissociable Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Grab
71900 (ML-A) RF-B Mercury, Total (as Hg) Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	ug/l		1/quarter	Grab
01074 (ML-A) RF-B Nickel, Total Recoverable Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Batch
01079 (ML-A) RF-B Silver, Total Recoverable Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Batch
00900 (ML-A) RF-C Hardness, Total (as CaCO3) Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Batch
61426 (ML-A) RF-D Chronic Tox-Ceriodaphnia Dubia Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	TUC		1/year	Batch
61428 (ML-A) RF-D Chronic Toxicity - Pimephales Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	TUC		1/year	Batch

* CEL = Compliance Evaluation Level

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

Name of Principal Executive Officer: _____ Date Completed: _____
 Title of Officer: _____ Signature of Principal Executive Officer or Authorized Agent: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Winter Nov 1-Apr 30

FACILITY NAME: Wastewater Treatment Plant North Beckley PSD CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740 OUTLET NO.: 001
 WASTELOAD FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity			Other Units			GEL*	Units	N/E	Measurement Frequency	Sample Type
	Units	Units	N/E	Units	Units	N/E					
50050 (ML-1) RF-A Flow in Conduit or thru plant Year Round	N/A	N/A		Rpt Only Min.	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mgd		Continuous	measured
00310 (ML-B) RF-A BOD, 5-Day 20 Deg.C Year Round	626 Avg. Monthly	1251 Max. Daily		N/A	30 Avg. Monthly	60 Max. Daily	N/A	mg/l		1/week	Batch
00530 (ML-A) RF-A Total Suspended Solids Year Round	626 Avg. Monthly	1251 Max. Daily		N/A	30 Avg. Monthly	60 Max. Daily	N/A	mg/l		1/week	Batch
81010 (ML-K) RF-A BOD, % Removal Year Round	N/A	N/A		85 Month. Avg. Min.	N/A	N/A	N/A	Percent		4/Month	Calculated
81011 (ML-K) RF-A Suspended Solids, % Removal Year Round	N/A	N/A		85 Month. Avg. Min.	N/A	N/A	N/A	Percent		4/Month	Calculated
74055 (ML-A) RF-A Coliform, Fecal Year Round	N/A	N/A		N/A	200 Mo. Geo. Mean	400 Max. Daily	N/A	Cnts/100ml		1/week	Grab
00400 (ML-A) RF-A pH Year Round	N/A	N/A		6 Inst. Min.	N/A	9 Inst. Max.	N/A	S.U.		1/week	Grab
00300 (ML-A) RF-A Dissolved Oxygen Year Round	N/A	N/A		6 Inst. Min.	N/A	N/A	N/A	mg/l		1/week	Grab

* CEL = Compliance Evaluation Level

<p>Name of Principal Executive Officer</p> <p>Title of Officer</p>	<p>Date Completed</p> <p>Signature of Principal Executive Officer or Authorized Agent</p>
--	---

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STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Winter Nov 1-Apr 30

FACILITY NAME: Wastewater Treatment Plant North Beckley PSD
 LOCATION OF FACILITY: BECKLEY, Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: 001
 WASTELOAD FOR THE MONTH OF: _____
 CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter	Quantity			Other Units			CEL*	Units	N/E	Measurement Frequency	Sample Type	
	Units	Units	N/E	Units	Units	N/E						
00610 (ML-A) RF-A Ammonia Nitrogen Winter Nov 1-Apr 30	Reported	204 Avg. Monthly	342 Max. Daily	Lbs/Day	N/A		9.8 Avg. Monthly	16.4 Max. Daily	N/A	mg/l	1/week	Batch
00600 (ML-A) RF-B Nitrogen, Total (as N) Year Round	Reported	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
00665 (ML-A) RF-B Phosphorus, Total Year Round	Reported	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
01119 (ML-A) RF-B Copper, Total Recoverable Year Round	Reported	N/A	N/A		N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
01114 (ML-A) RF-B Lead, Total Recoverable Year Round	Reported	N/A	N/A		N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
01094 (ML-A) RF-B Zinc, Total Recoverable Year Round	Reported	N/A	N/A		N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
01002 (ML-A) RF-B Arsenic, Total (as AS) Year Round	Reported	N/A	N/A		N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch
01113 (ML-A) RF-B Cadmium, Total Recoverable Year Round	Reported	N/A	N/A		N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l	1/quarter	Batch

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Name of Principal Executive Officer: _____
 Title of Officer: _____
 Date Completed: _____
 Signature of Principal Executive Officer or Authorized Agent: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Winter Nov 1-Apr 30

FACILITY NAME: (Wastewater Treatment Plant) NORTH BECKLEY PSD
 CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740
 OUTLET NO.: 001
 WASTELOAD FOR THE MONTH OF:

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Quantity		Other Units		CEL	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E	Units	N/E					
01032 (ML-A) RF-B Chromium, Hexavalent Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	mg/l		1/quarter	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						
00718 (ML-A) RF-B Cyanide, Weak Acid Dissociable Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	mg/l		1/quarter	Grab
	Permit Limits	N/A		Rpt Only Max. Daily						
71900 (ML-A) RF-B Mercury, Total (as Hg) Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	ug/l		1/quarter	Grab
	Permit Limits	N/A		Rpt Only Max. Daily						
01074 (ML-A) RF-B Nickel, Total Recoverable Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	mg/l		1/quarter	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						
01079 (ML-A) RF-B Silver, Total Recoverable Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	mg/l		1/quarter	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						
00900 (ML-A) RF-C Hardness, Total (as CaCO3) Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	mg/l		1/6 months	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						
61426 (ML-A) RF-D Chronic Tox-Ceriodaphnia Dubia Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	TUc		1/year	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						
61428 (ML-A) RF-D Chronic Toxicity - Pimephales Year Round	Reported	N/A		Rpt Only Avg. Monthly		N/A	TUc		1/year	Batch
	Permit Limits	N/A		Rpt Only Max. Daily						

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer		Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

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Oil Water Separator Log

Submit to wastewater treatment plant once per quarter

POTW North Beckley PSD WV0027740 IU No. and location IU01 Beckley West Maint

Separator Vendor: _____ Model: _____

Separator Size (gallons): _____ Flow Capacity (gpm): _____

Design Sludge Depth (in): _____ Design Oil Depth (in): _____

Maximum daily flow sent during quarter _____

Enter data below a minimum of once per month and submit to POTW once per quarter.

Inspection Date	Inspected by: (Initials)	Floating Oil Depth (inches)	Sludge Depth (inches)	Date Separator Cleaned

Comments

Signature: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (Raleigh County Landfill) NORTH BECKLEY PSD
 LOCATION OF FACILITY: BECKLEY, Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: 1U02
 WASTELOAD FOR THE MONTH OF: _____

CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E					
00056 (ML-1) RF-A Flow Rate Year Round	Reported Permit Limits 100000 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	N/A		1/daily	measured
00310 (ML-1) RF-A BOD, 5-Day 20 Deg.C Year Round	Reported Permit Limits 162 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		2/month	Comp
00530 (ML-1) RF-A Total Suspended Solids Year Round	Reported Permit Limits 162 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		2/month	Comp
00400 (ML-1) RF-A pH Year Round	Reported Permit Limits N/A	N/A	5 Inst. Min.	N/A	S.U.		2/month	Grab
00625 (ML-1) RF-A Nitrogen, Kjeldahl Total Year Round	Reported Permit Limits 32 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		2/month	Comp
01119 (ML-1) RF-A Copper, Total Recoverable Year Round	Reported Permit Limits 0.011 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		1/month	Comp
01114 (ML-1) RF-A Lead, Total Recoverable Year Round	Reported Permit Limits 0.0025 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		1/month	Comp
01094 (ML-1) RF-A Zinc, Total Recoverable Year Round	Reported Permit Limits 0.014 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l		1/month	Comp

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer		Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

FACILITY NAME: (Raleigh County Landfill) NORTH BECKLEY PSD
 CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740
 OUTLET NO.: JU02
 WASTELOAD FOR THE MONTH OF:

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Reported	Quantity			Other Units			CEL*	Units	N/E	Measurement Frequency	Sample Type
		Rpt Only Avg. Monthly	Max. Daily	Units	N/E	Rpt Only Avg. Monthly	Max. Daily					
01113 (ML-1) RF-A Cadmium, Total Recoverable Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.00075 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
71900 (ML-1) RF-A Mercury, Total (as Hg) Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.0005 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Grab
01074 (ML-1) RF-A Nickel, Total Recoverable Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.007 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
01079 (ML-1) RF-A Silver, Total Recoverable Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.000751 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
00978 (ML-1) RF-A Arsenic, Total Recoverable Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.003 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
00720 (ML-1) RF-A Cyanide, Total Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.012 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
01118 (ML-1) RF-A Chromium, Total Recoverable Year Round	Reported Permit Limits	Rpt Only Avg. Monthly	0.014 Max. Daily	Lbs/Day	N/A	Rpt Only Avg. Monthly	Max. Daily	N/A	mg/l		1/month	Comp
								N/A				

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Name of Principal Executive Officer	Date Completed
Title of Officer	Signature of Principal Executive Officer or Authorized Agent

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: Ashland Inc./NORTH BECKLEY PSD
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: IU03
 WASTELOAD FOR THE MONTH OF: _____
 CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity		Other Units		GEL*	Units	N/E	Measurement Frequency	Sample Type
	Reported	Permit Limits	Reported	Permit Limits					
00056 (ML-4) RF-A Flow Rate Year Round	N/A	2000 Max. Daily	N/A	N/A	N/A			1/daily	Estimated
00310 (ML-4) RF-A BOD, 5-Day 20 Deg.C Year Round	N/A	N/A	22 Avg. Monthly	61 Max. Daily	N/A	mg/l		1/month	Comp
00530 (ML-4) RF-A Total Suspended Solids Year Round	N/A	N/A	26 Avg. Monthly	58 Max. Daily	N/A	mg/l		1/month	Comp
00400 (ML-4) RF-A pH Year Round	N/A	N/A	N/A	6 Inst. Min.	N/A	S.U.		1/month	Grab
71900 (ML-4) RF-A Mercury, Total (as Hg) Year Round	N/A	N/A	N/A	9 Inst. Max.	N/A	mg/l		1/month	Grab
01042 (ML-4) RF-A Copper, Total (as Cu) Year Round	N/A	N/A	Rpt Only Avg. Monthly	0.0031 Max. Daily	N/A	mg/l		1/month	Comp
81017 (ML-4) RF-A Chem. Oxygen Demand Year Round	N/A	N/A	Rpt Only Avg. Monthly	0.84 Max. Daily	N/A	mg/l		1/month	Comp
00552 (ML-4) RF-A Oil and Grease, Hexane EXTR. Year Round	N/A	N/A	Rpt Only Avg. Monthly	2000 Max. Daily	N/A	mg/l		1/month	Comp
	N/A	N/A	16 Avg. Monthly	36 Max. Daily	N/A	mg/l		1/month	Comp

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Name of Principal Executive Officer: _____
 Title of Officer: _____
 Date Completed: _____
 Signature of Principal Executive Officer or Authorized Agent: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (Terex) NORTH BECKLEY PSD
 CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740
 OUTLET NO.: IU04
 WASTELOAD FOR THE MONTH OF:

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Other Units			CEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E	Units					
00056 (ML-1) RF-N/A Flow Rate Year Round	N/A	1000 Max. Daily	gpd	N/A	N/A	N/A	1/daily	measured	
00530 (ML-1) RF-A Total Suspended Solids Year Round	N/A	N/A	Rpt Only Avg. Monthly	300 Max. Daily	N/A	mg/l	1/month	Grab	
00400 (ML-1) RF-A pH Year Round	N/A	N/A	N/A	5 Inst. Min.	N/A	mg/l	1/month	Grab	
00552 (ML-1) RF-A Oil and Grease, Hexane EXTR. Year Round	N/A	N/A	Rpt Only Avg. Monthly	30 Max. Daily	N/A	mg/l	1/month	Grab	
					N/A				
					N/A				
					N/A				
					N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer		Date Completed
Signature of Principal Executive Officer or Authorized Agent		
certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.		
Title of Officer		

Oil Water Separator Log

Submit to wastewater treatment plant once per quarter

POTW North Beckley PSD WW0027740 IU No. and location IU04 Terex

Separator Vendor: _____ Model: _____

Separator Size (gallons): _____ Flow Capacity (gpm): _____

Design Sludge Depth (in): _____ Design Oil Depth (in): _____

Maximum daily flow sent during quarter _____

Enter data below a minimum of once per month and submit to POTW once per quarter.

Inspection Date	Inspected by: (Initials)	Floating Oil Depth (inches)	Sludge Depth (inches)	Date Separator Cleaned

Comments

Signature: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (Beckley Garbage Disposal) NORTH BECKLEY PSD
 CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740
 OUTLET NO.: IU05
 WASTELOAD FOR THE MONTH OF:

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Other Units		GEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E					
00056 (ML-1) RF-B Flow Rate Year Round	Reported Permit Limits	N/A 500 Max. Daily	N/A	N/A	N/A	N/A	1/daily	measured
00310 (ML-1) RF-B BOD, 5-Day 20 Deg.C Year Round	Reported Permit Limits	N/A N/A	Rpt Only Avg. Monthly 500 Max. Daily	N/A	mg/l	N/A	1/quarter	Grab
00530 (ML-1) RF-B Total Suspended Solids Year Round	Reported Permit Limits	N/A N/A	Rpt Only Avg. Monthly 500 Max. Daily	N/A	mg/l	N/A	1/quarter	Grab
00400 (ML-1) RF-B pH Year Round	Reported Permit Limits	N/A N/A	N/A 5 Inst. Min.	N/A	S.U.	N/A	1/quarter	Grab
00552 (ML-1) RF-B Oil and Grease, Hexane EXTR. Year Round	Reported Permit Limits	N/A N/A	Rpt Only Avg. Monthly 30 Max. Daily	N/A	mg/l	N/A	1/quarter	Grab
				N/A		N/A		
				N/A		N/A		
				N/A		N/A		

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	Date Completed	Signature of Principal Executive Officer or Authorized Agent
Title of Officer		

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STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (Wal-Mart No. 11351) NORTH BECKLEY PSD CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY; Raleigh County CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740 OUTLET NO.: IU09
 WASTELOAD FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Other Units		GEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E					
00056 (ML-1) RF-B Flow Rate Year Round	N/A	100 Max. Daily	gpd	N/A	N/A	N/A	1/daily	Estimated
00530 (ML-1) RF-B Total Suspended Solids Year Round	N/A	N/A	Rpt Only Avg. Monthly	250 Max. Daily	mg/l	N/A	1/quarter	Grab
00400 (ML-1) RF-B pH Year Round	N/A	N/A	5 Inst. Min.	10 Inst. Max.	S.U.	N/A	1/quarter	Grab
00552 (ML-1) RF-B Oil and Grease; Hexane EXTR. Year Round	N/A	N/A	Rpt Only Avg. Monthly	30 Max. Daily	mg/l	N/A	1/quarter	Grab
					N/A	N/A		
					N/A	N/A		
					N/A	N/A		
					N/A	N/A		

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer _____ Title of Officer _____	Date Completed _____ Signature of Principal Executive Officer or Authorized Agent _____
---	--

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

Oil Water Separator Log

Submit to wastewater treatment plant once per quarter

POTW North Beckley PSD WV0027740 IU No. and location IU09 Walmart No 1351

Separator Vendor: _____ Model: _____

Separator Size (gallons): _____ Flow Capacity (gpm): _____

Design Sludge Depth (in): _____ Design Oil Depth (in): _____

Maximum daily flow sent during quarter _____

Enter data below a minimum of once per month and submit to POTW once per quarter.

Inspection Date	Inspected by: (Initials)	Floating Oil Depth (inches)	Sludge Depth (inches)	Date Separator Cleaned

Comments

Signature: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (Raleigh County Maintenance Headquarters) NORTH BECKLEY PSD CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY; Raleigh County CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740 OUTLET NO.: IU10
 WASTELOAD FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
	Reported	Permit Limits	Reported	Permit Limits					
00056 (ML-1) RF-B Flow Rate Year Round	N/A	1500 Max. Daily	N/A	N/A	N/A			1/daily	Estimated
00530 (ML-1) RF-B Total Suspended Solids Year Round	N/A	N/A	N/A	Rpt Only Avg. Monthly	N/A	mg/l		1/quarter	Grab
00400 (ML-1) RF-B pH Year Round	N/A	N/A	5 Inst. Min.	N/A	N/A	S.U.		1/quarter	Grab
00552 (ML-1) RF-B Oil and Grease, Hexane EXTR. Year Round	N/A	N/A	N/A	Rpt Only Avg. Monthly	N/A	mg/l		1/quarter	Grab
					N/A				
					N/A				
					N/A				
					N/A				

* CEL = Compliance Evaluation Level

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Name of Principal Executive Officer _____	Signature of Principal Executive Officer or Authorized Agent _____	
Title of Officer _____	_____	

Oil Water Separator Log

Submit to wastewater treatment plant once per quarter

POTW North Beckley PSD WV0027740 IU No. and location IU10 Raleigh Cnty Maint

Separator Vendor: _____ Model: _____

Separator Size (gallons): _____ Flow Capacity (gpm): _____

Design Sludge Depth (in): _____ Design Oil Depth (in): _____

Maximum daily flow sent during quarter _____

Enter data below a minimum of once per month and submit to POTW once per quarter.

Inspection Date	Inspected by: (Initials)	Floating Oil Depth (inches)	Sludge Depth (inches)	Date Separator Cleaned

Comments

Signature: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: Little General #302 (Kemron Environmental Services) NORTH BEG CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740 OUTLET NO.: IU12
 WASTELOAD FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity		Other Units		Units	N/E	GEI*	Units	N/E	Measurement Frequency	Sample Type
	Reported	Permit Limits	Reported	Permit Limits							
00056 (ML-4) RF-A	Reported	Permit Limits									
Flow Rate	N/A	5000 Max. Daily	N/A	N/A	gpd	N/A	N/A	N/A		1/daily	Estimated
00400 (ML-4) RF-A	Reported	Permit Limits									
pH	N/A	N/A	5 Inst. Min.	N/A		N/A	10 Inst. Max.	S.U.		1/month	Grab
34030 (ML-4) RF-A	Reported	Permit Limits									
Benzene	N/A	N/A	N/A	N/A		N/A	50 Max. Daily	ug/l		1/month	Grab
34010 (ML-4) RF-A	Reported	Permit Limits									
Toluene	N/A	N/A	N/A	N/A		N/A	50 Max. Daily	ug/l		1/month	Grab
81551 (ML-4) RF-A	Reported	Permit Limits									
Xylene	N/A	N/A	N/A	N/A		N/A	50 Max. Daily	ug/l		1/month	Grab
45501 (ML-4) RF-A	Reported	Permit Limits									
TPH Hydrocarbons, Total	N/A	N/A	N/A	N/A		N/A	Rpt Only Max. Daily	ug/l		1/month	Grab
34371 (ML-4) RF-A	Reported	Permit Limits									
Ethylbenzene	N/A	N/A	N/A	N/A		N/A	50 Max. Daily	ug/l		1/month	Grab

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	Date Completed
Title of Officer	Signature of Principal Executive Officer or Authorized Agent

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: Little General Store BP#2075 (Kemron Environmental Services) NO CERTIFIED LABORATORY NAME:
 LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS:
 PERMIT NO.: WV0027740 OUTLET NO.: IU13
 WASTELOAD FOR THE MONTH OF: _____ INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Quantity		Other Units		GEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E	Units	N/E					
00056 (ML-4) RF-A	Reported									
Flow Rate	Rpt Only	5000		N/A		N/A			1/daily	measured
Year Round	Permit Limits	Max. Daily								
00400 (ML-4) RF-A	Reported									
pH	N/A	N/A		N/A		N/A	S.U.		1/month	Grab
Year Round	Permit Limits									
34030 (ML-4) RF-A	Reported									
Benzene	N/A	N/A				N/A	ug/l		1/month	Grab
Year Round	Permit Limits									
34010 (ML-4) RF-A	Reported									
Toluene	N/A	N/A				N/A	ug/l		1/month	Grab
Year Round	Permit Limits									
81551 (ML-4) RF-A	Reported									
Xylene	N/A	N/A				N/A	ug/l		1/month	Grab
Year Round	Permit Limits									
01092 (ML-4) RF-A	Reported									
Zinc, Total (as Zn)	N/A	N/A				N/A	mg/l		1/month	Grab
Year Round	Permit Limits									
45501 (ML-4) RF-A	Reported									
TPH Hydrocarbons, Total	N/A	N/A				N/A	ug/l		1/month	Grab
Year Round	Permit Limits									
34371 (ML-4) RF-A	Reported									
Ethylbenzene	N/A	N/A				N/A	ug/l		1/month	Grab
Year Round	Permit Limits									

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer _____ Title of Officer _____	Date Completed _____ Signature of Principal Executive Officer or Authorized Agent _____
---	--

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

FACILITY NAME: (Heritage Equipment) NORTH BECKLEY PSD
 CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY, Raleigh County
 CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740
 OUTLET NO.: IU14
 WASTELOAD FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Reported	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
		Units	N/E	Units	N/E					
00056 (ML-1) RF-B Flow Rate Year Round	Reported	N/A	1500 Max. Daily	gpd	N/A	N/A	N/A	N/A	1/daily	Estimated
00530 (ML-1) RF-B Total Suspended Solids Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	N/A	250 Max. Daily	mg/l	N/A	1/quarter	Grab
00400 (ML-1) RF-B pH Year Round	Reported	N/A	N/A	N/A	5 Inst. Min.	10 Inst. Max.	S.U.	N/A	1/quarter	Grab
00552 (ML-1) RF-B Oil and Grease, Hexane EXTR. Year Round	Reported	N/A	N/A	Rpt Only Avg. Monthly	N/A	30 Max. Daily	mg/l	N/A	1/quarter	Grab
								N/A		
								N/A		
								N/A		
								N/A		
								N/A		
								N/A		

* CEL = Compliance Evaluation Level

<p>Name of Principal/Executive Officer</p> <p>_____</p> <p>Title of Officer</p> <p>_____</p>	<p>Date Completed</p> <p>_____</p> <p>Signature of Principal/Executive Officer or Authorized Agent</p> <p>_____</p>
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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

Oil Water Separator Log

Submit to wastewater treatment plant once per quarter

POTW North Beckley PSD WV0027740 IU No. and location IU14 Heritage Equipment

Separator Vendor: _____ Model: _____

Separator Size (gallons): _____ Flow Capacity (gpm): _____

Design Sludge Depth (in): _____ Design Oil Depth (in): _____

Maximum daily flow sent during quarter _____

Enter data below a minimum of once per month and submit to POTW once per quarter.

Inspection Date	Inspected by: (Initials)	Floating Oil Depth (inches)	Sludge Depth (inches)	Date Separator Cleaned

Comments

Signature: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: Beckley Maintenance) NORTH BECKLEY PSD
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: IU15
 WASTELOAD FOR THE MONTH OF: _____
 CERTIFIED LABORATORY NAME: _____
 CERTIFIED LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
	Units	N/E	Units	N/E					
00056 (ML-1) RF-B Flow Rate Year Round	N/A	1500 Max. Daily	gpd	N/A	N/A		1/daily	Estimated	
00530 (ML-1) RF-B Total Suspended Solids Year Round	N/A	N/A	Rpt Only Avg. Monthly	N/A	N/A	mg/l	1/quarter	Grab	
00940 (ML-4) RF-B Chloride (as Cl) Year Round	N/A	250 Max. Daily	Rpt Only Avg. Monthly	N/A	N/A	mg/l	1/quarter	Grab	
					N/A				
					N/A				
					N/A				
					N/A				
					N/A				
					N/A				
					N/A				
					N/A				
					N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	Date Completed	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.
Title of Officer	Signature of Principal Executive Officer or Authorized Agent	

SEWAGE SLUDGE MANAGEMENT REPORT

FACILITY NAME: NORTH BECKLEY PSD\NORTH BECKLEY PSD DESIGN FLOW: 2,500,000 gpd PERMIT NUMBER: WV0027740
ADDRESS: 122 Clear Water Ln, Beckley, WV 25801 YEAR: _____ MONITORING FREQUENCY: _____
MONTH: _____ LAST SAMPLE DATE: _____

Total Sludge Generated this Report Period: (Dry Tons) _____ Disposal Method: _____
Sludge Generated this Year to Date: (Dry Tons) _____ Amount Disposed: (Dry tons) _____
Sewage Sludge/Domestic Septage Received: (Gallons) _____ Name of Landfill or Compost Facility: _____

Percent Solids: Average: _____ Measurement Frequency: _____ Number of Loads Landfilled With Less Than 20% Solids: _____

Pathogen Reduction Method:

- Not Applicable. No land application of sewage sludge.
- Fecal Coliform Monitoring: Geometric mean of last seven samples is _____ col/dry gram
- Sample results for this report period were: _____ col/dry gram
- Limit Addition: pH of sample two hours after lime addition: Range _____
- Aerobic Digestion: Average detention time for this report period:(days) _____ Range _____
- Anaerobic Digestion: Average detention time for this report period:(days) _____ Range _____
- Digester Temperature: Average _____ Range _____
- Digester Temperature: Average _____ Range _____
- Other: (Provide Description) _____

NE: Number of loads land applied which did not fully meet pathogen reduction requirements: _____

Vector Attraction Reduction Method:

- Not Applicable. No land application of sewage sludge.
- 38% Volatile Solids Reduction: Average volatile solids reduction for the month of _____ was _____ percent
- SOUR: The average Specific Oxygen Uptake rate for the month of _____ was _____ mg Oxygen/hour/dry gram
- Lime Addition: pH of sample two hours after lime addition: Range _____
- pH of sample 24 hours after lime addition: Range _____
- Other: (Provide Description) _____

NE: Number of loads land applied which did not fully meet vector attraction reduction requirements: _____

I certify under penalty of law that the management practices, vector attraction reduction requirements, and the pathogen reduction requirements of Federal regulations 40 CFR Part 503 and State Regulation Title 33, Series 2 have been met for all sewage sludge land applied during this report period. This determination has been made under my supervision in accordance with a system designed to ensure that qualified personnel property gather and evaluate information used to determine these requirements have been met. I also certify that this document and all the attachments were prepared under my direction or supervision, and that the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are penalties for false certification including the possibility of fine and imprisonment.

OFFICIAL _____ TITLE _____
SIGNATURE _____ DATE _____

Additional Comments or Explanation: _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (NORTH BECKLEY PSD), NORTH BECKLEY PSD CERTIFIED LABORATORY NAME: _____

LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS: _____

PERMIT NO.: WV0027740 OUTLET NO.: S01

RESULTS FOR THE MONTH OF: _____ INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter	Quantity	Other Units		CEI*	Units	N/E	Sample Type	Measurement Frequency
		Min.	Max.					
74055 (ML+) RF-B Coliform, Fecal Year Round	N/A	N/A	Rpt Only Max.	N/A	col/gr	N/A	Grab	1/quarter
00400 (ML+) RF-B pH Year Round	N/A	N/A	Rpt Only Max.	N/A	S.U.	N/A	Grab	1/quarter
61521 (ML+) RF-B Arsenic, Sludge Tot. Dry Wt. Year Round	N/A	N/A	20 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter
78476 (ML+) RF-B Cadmium, Sludge, Tot Dry Wt. Year Round	N/A	N/A	39 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter
78473 (ML+) RF-B Chromium, Dry Wt. Year Round	N/A	N/A	1000 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter
78475 (ML+) RF-B Copper, Sludge, Tot, Dry Wt. Year Round	N/A	N/A	1500 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter
78468 (ML+) RF-B Lead, Dry Wt. Year Round	N/A	N/A	250 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter
78471 (ML+) RF-B Mercury, Dry Wt. Year Round	N/A	N/A	10 Max.	N/A	mg/kg	N/A	1/wk Comp	1/quarter

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	Date Completed
Title of Officer	Signature of Principal Executive Officer or Authorized Agent

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STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

Final Limitations
 Year Round

FACILITY NAME: (NORTH BECKLEY PSD), NORTH BECKLEY, PSD CERTIFIED LABORATORY NAME: _____
 LOCATION OF FACILITY: BECKLEY, Raleigh County CERTIFIED LABORATORY ADDRESS: _____
 PERMIT NO.: WV0027740 OUTLET NO.: S01

RESULTS FOR THE MONTH OF: _____

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity		Other Units		CEL*	Units	N/E	Measurement Frequency	Sample Type
78465 (ML-+) RF-B Molybdenum, Dry Wt. Year Round	Reported	N/A	N/A	18 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78469 (ML-+) RF-B Nickel, Dry Wt. Year Round	Reported	N/A	N/A	200 Max.	N/A	mg/kg		1/quarter	1/wk Comp
49031 (ML-+) RF-B Selenium, Sludge, Tot. Dry Wt. Year Round	Reported	N/A	N/A	36 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78487 (ML-+) RF-B Zinc, Dry Wt. Year Round	Reported	N/A	N/A	2800 Max.	N/A	mg/kg		1/quarter	1/wk Comp
00916 (ML-+) RF-B Calcium, Total (as Ca) Year Round	Reported	N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
61563 (ML-+) RF-B Solids, Total Sludge Percent Year Round	Reported	N/A	Rpt Only Avg.	Rpt Only Max.	N/A	Percent		1/quarter	1/wk Comp
78472 (ML-+) RF-B Potassium, Sludge Tot. Dry Wt. Year Round	Reported	N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
78478 (ML-+) RF-B Phosphorus, Sludge, Tot. Dry Wt. Year Round	Reported	N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp

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Name of Principal Executive Officer		Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME: (NORTH BECKLEY PSD) NORTH BECKLEY PSD
 LOCATION OF FACILITY: BECKLEY; Raleigh County
 PERMIT NO.: WV0027740 OUTLET NO.: S01
 CERTIFIED LABORATORY NAME:
 CERTIFIED LABORATORY ADDRESS:

INDIVIDUAL PERFORMING ANALYSIS:

RESULTS FOR THE MONTH OF:

Parameter	Quantity	Units		N/E	Other Units			Measurement Frequency	Sample Type
		Units	N/E		CEL*	Units	N/E		
82294 (ML+) RF-B Nitrogen, Ammonia Tot. DW Year Round	Reported Permit Limits	N/A	N/A	N/A	N/A	Rpt Only Max.	N/A	mg/kg 1/quarter	1/wk Comp
78470 (ML+) RF-B Nitrogen, Sludge Tot. Dry Wt Year Round	Reported Permit Limits	N/A	N/A	N/A	N/A	Rpt Only Max.	N/A	mg/kg 1/quarter	1/wk Comp
51020 (ML+) RF-B Organic Nitrogen Year Round	Reported Permit Limits	N/A	N/A	N/A	N/A	Rpt Only Max.	N/A	mg/kg 1/quarter	1/wk Comp
00927 (ML+) RF-B Magnesium, Tot (as Mg) Year Round	Reported Permit Limits	N/A	N/A	N/A	N/A	Rpt Only Max.	N/A	mg/kg 1/quarter	1/wk Comp
							N/A		
							N/A		
							N/A		
							N/A		
							N/A		

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer		Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

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**EMERGENCY RESPONSE SPILL ALERT SYSTEM
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

REQUIREMENTS:

Title 47, Series 11, Section 2 of the West Virginia Legislative Rules, Environmental Protection, Water Resources - Waste Management, Effective July 1, 1994.

RESPONSIBILITY FOR REPORTING:

Each and every person who may cause or be responsible for any spill or accidental discharge of pollutants into the waters of the State shall give immediate notification to the Division of Water and Waste Management's Emergency Notification Number, 1-800-642-3074. Such notification shall set forth insofar as possible and as soon thereafter as practical the time and place of such spill or discharge, type or types and quantity or quantities of the material or materials therein, action or actions taken to stop such spill or discharge and to minimize the polluting effect thereof, the measure or measures taken or to be taken in order to prevent a recurrence of any such spill or discharge and such additional information as may be requested by the Division of Water and Waste Management. This also applies to spills to the waters of the State resulting from accidents to common carriers by highway, rail and water.

It shall be the responsibility of each industrial establishment or other entity discharging directly to a stream to have available the following information pertaining to those substances that are employed or handled in its operation in sufficiently large amounts as to constitute a hazard in case of an accidental spill or discharge into a public stream:

- (1) Potential toxicity in water to man, animals and aquatic life;
- (2) Details on analytical procedures for the quantitative estimation of such substances in water and
- (3) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of a substance once it has gotten into a stream.

Failure to furnish such information as required by Section 14, Article 11, Chapter 22, Code of West Virginia may be punishable under Section 24, Article 11, Chapter 22, and/or Section 22, Article 11, Chapter 22, Code of West Virginia.

It shall be the responsibility of any person who causes or contributes in any way to the spill or accidental discharge of any pollutant or pollutants into State waters to immediately take any and all measures necessary to contain such spill or discharge. It shall further be the responsibility of such person to take any and all measures necessary to clean-up, remove and otherwise render such spill or discharge harmless to the waters of the State.

When the Director determines it necessary for the effective containment and abatement of spills and accidental discharges, the Director may require the person or persons responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Director until the possibility of any adverse effect on the waters of the State no longer exists.

VOLUNTARY REPORTING BY LAW OFFICERS, U. S. COAST GUARD, LOCK MASTERS AND OTHERS:

In cases involving river and highway accidents where the responsible party may or may not be available to report the incident, law officers, U. S. Coast Guard, Lock Masters and other interested person(s) should make the report.

WHO TO CONTACT:

Notify the following number: **1-800-642-3074**

INFORMATION NEEDED:

- | | |
|--|---------------------------------------|
| - Source of spill or discharge | - Personnel at the scene |
| - Location of incident | - Actions initiated |
| - Time of incident | - Shipper/Manufacturer identification |
| - Material spilled or discharged | - Railcar/Truck identification number |
| - Amount spilled or discharged | - Container type |
| - Toxicity of material spilled or discharged | |

NOTICE TO PERMITTEES

The 1999 regular session of the West Virginia legislature revised the Water Pollution Control Act, Chapter 22, Article 11, Section 10 of the Code of West Virginia relating to fees associated with permits. This section of the Code requires all holders of a State water pollution control permit or a national pollutant discharge elimination system permit to be assessed an annual permit fee, based upon rules promulgated by the Secretary of the Department of Environmental Protection. The Secretary has promulgated a final rule in accordance with the code revision to this effect and these rules were effective May 4, 2000. The rules establish an annual permit fee based upon the relative potential to degrade the waters of the State which, in most instances, relate to volume of discharge. However, for sewage facilities, the annual permit fee is based upon the number of customers served by the facility. You may contact the Secretary of State's Office, State Capitol Building, Charleston, WV 25305, to obtain a copy of the rules. The reference is Title 47, Legislative Rules, Department of Environmental Protection, Division of Water Resources, Series 26 Water Pollution Control Permit Fee Schedules.

Based upon the volume of discharge for which your facility is currently permitted, the number of customers served by your facility or for the category you fall within, pursuant to Section 7 of Title 47, Series 26, your annual permit fee is **\$1750.00**. This fee is due no later than the anniversary date of permit issuance in each year of the term of the permit or in the case of coverage under a general permit, the fee is due no later than the anniversary date of your coverage under the general permit. **You will be invoiced by this agency at the appropriate time for the fee.** Failure to submit the annual fee within ninety(90) days of the due date will render your permit void upon the date you are mailed a certified written notice to that effect.

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit which you are aggrieved by to the Environmental Quality Board by filing a NOTICE OF APPEAL on the form prescribed by such Board for this purpose, with the Board, in accordance with the provisions of Section 21, Article 11, Chapter 22 of the Code of West Virginia within thirty (30) days after the date of receipt of the above permit.





American Recovery and Reinvestment Act of 2009 (ARRA)

Project Certification

Program: West Virginia Clean Water State Revolving Fund

Project: North Beckley PSD, Raleigh County

Description:

Sewer extensions to serve approximately 301 additional customers in the Lanark area along WV Route 41. This projects represents Phase IIIA of the District's long-term facilities plan.

Total Project Cost

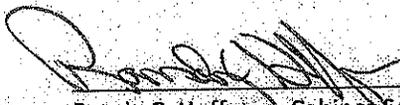
\$7,163,455

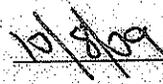
ARRA Assistance Provided

\$2,415,521

I hereby certify that the above project has received the full review and vetting required by federal law and that the investment of federal and state funds in this infrastructure project is an appropriate use of taxpayer dollars.

This certification will be posted on the Governor's website and linked to the federal ARRA website www.recovery.gov.


Randy C. Huffman, Cabinet Secretary


Date



west virginia department of environmental protection

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 16th day of April 2009

GENERAL ORDER NO. 182.09

Public Service Commission intended procedures concerning water and sewer projects that are funded with federal stimulus funds.

COMMISSION ORDER

Earlier this year, Congress enacted and the President signed the *American Recovery and Reinvestment Act of 2009*. Under this legislation, the State of West Virginia is to receive certain stimulus funds, a portion of which will be dedicated to the construction of water and sewer infrastructure. The Public Service Commission ("Commission") has received information from various funding agencies. The State Bureau for Public Health through its drinking water treatment revolving fund will have approximately \$19.5 million for water projects. In addition, the State Department of Environmental Protection through the clean water state revolving fund will have approximately \$61 million for sewer projects. Both of these state agencies have indicated that they intend to have the projects bid by August 2009 and contracts awarded by October 2009. In addition, certain other stimulus funds for water and sewer projects will be administered by the U.S. Department of Agriculture, Rural Utilities Service.

Although the Commission is not a funding source for the stimulus funds, it will nonetheless be called upon to process utility applications for certificates of public convenience and necessity ("certificates") to authorize the construction of stimulus-funded water and sewer projects. Given the aggressive schedule planned by the funding agencies, and the requirement in the federal law that water and sewer projects be "shovel ready," meaning under construction within a quick time line, the Commission intends to expedite these applications to the greatest extent possible consistent with existing State Law.

As a preliminary observation, the Commission would stress that applications must be complete and the statutory thirty-day notice to the public must be given at the outset of the application. Failure to file complete applications or failure to provide timely public notice will lead to delays in processing projects and jeopardize the ability to receive federal stimulus funds. The Commission anticipates that it will receive (i) new applications for water and sewer projects using federal stimulus funds, (ii) amendments to pending applications

containing some measure of federal stimulus funds, and (iii) petitions to reopen certificates already issued seeking to amend funding by including federal stimulus funds. The Commission issues this General Order to inform the public, regulated utilities, attorneys who practice before the Commission, funding agencies, and the staff of the Commission of its intended procedures and processes.

With respect to new stimulus project applications, the Commission intends that applicants and Staff observe the following procedures. At the outset, the Commission again stresses that it is essential that a utility project sponsor file a complete application and provide timely public notice of its application.

1. Staff assigned to the case should immediately review the filing to determine if it is complete. The Initial Joint Staff Memorandum should be filed within ten days.¹

2. If the filing is complete and does not require an increase in rates for the project, Staff should file its Final Joint Staff Memorandum in thirty-five days which allows for the protest period assuming the applicant has timely published notice.

3. If the filing is complete and includes a proposed increase in rates for the project, Staff may deem it necessary to file a data request for items needed to complete the review and make a final Staff recommendation. This data request should be filed within ten days. The applicant should expedite its response to Staff's requests and Staff should file its Final Joint Staff Memorandum within forty-five to sixty days.

4. If the filing is not complete, irrespective of whether or not the application seeks an increase in rates, Staff should file a data request, if necessary, for the items needed to complete the review and make a final Staff recommendation. This data request should be filed within ten days. The applicant should expedite its responses to Staff's requests and Staff should file its Final Joint Staff Memorandum within forty-five to sixty days.

5. If rates are required for the project and a rate change has not been included with the application:

- A. For municipalities, the processing time is out of the Commission's ability to control. Staff needs to determine where the municipality is in the ordinance process and what else is needed to process the case. This should all be part of the Initial Joint Staff Memorandum to let the Commission know if the case can be processed or needs dismissed. (Certificates and rate ordinances need to be coordinated for a municipal appeal.) Data requests should still be filed within the ten-day period.

¹ Days in this Order are calendar days. Filings due on weekends or holidays are due the next working day.

- B. Public service districts ("districts") that need rates for the project can follow steps 1 and 3 or 4 above.
- C. Districts that require rates outside of the project and are in default on bonds cannot move forward. Staff must address this in its initial memorandum.

5. For newly-filed water or sewer applications for certificates of convenience and necessity where the funding is described at the time of the filing as Stimulus Funding the Commission shall designate the filings as "SCN." The Commission, its Staff and Administrative Law Judges, will process those designated filings as expeditiously as possible.

The stimulus funds may be used to replace existing funding for projects that are ready to proceed, allowing the State of West Virginia to fund more projects than planned and provide an enhanced investment in water and sewer infrastructure to unserved and under-served areas of the State. To expedite the processing of projects that have already received a certificate and are eligible to receive stimulus funds, the Commission plans the following process and procedures:

6. In instances where municipalities or municipal water or sewer boards ("municipal utilities") have already been granted certificates, and in the event the municipality is awarded a stimulus assistance funding package to replace either existing grant or loan funding from another source, the municipal utility shall only be required to file with the Commission a letter from the funding agency that describes the change in the project funding. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action by the Commission.

7. Similarly, for districts that are awarded a stimulus assistance funding package equivalent to the existing grant money from another source, that has no impact on rates, the district shall only be required to file with the Commission a letter from the funding agency that describes the change in the project funding. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action by the Commission.

8. In the event that a district is awarded a stimulus assistance funding package and the benefit to the customers of such improved financing is lower project costs, the district will only be required to file a petition to reopen the original formal case granting the certificate in order that the Commission may review the rates established for the project.

The Commission will provide for such petitions to reopen to be handled in an expedited manner. To that end, the district will be required to file with its petition to reopen a letter from the funding agency that describes the change in project funding, specifically setting forth the newly-committed funding and an accompanying calculation by the district

of the impact to its rates together with supporting documentation. Upon the filing of this information, Staff will perform a review of the revised project funding and rate calculations and file a final recommendation with the Commission stating its recommended rates as soon as possible, but no later than ten days after receipt of the petition. The Commission will issue an order as soon thereafter as possible.

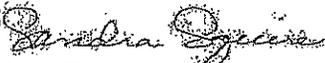
9. For districts that are awarded a stimulus assistance funding package to supplement funding to deal with a cost overrun in whole or part, that has no impact on rates, the district may utilize the enhanced funding to first fund any project alternatives that were reviewed as either deducts or adducts that were approved as a part of the original certificate, contingent upon funding, in order that all portions of the project can be constructed. In this event, the district shall be required to file with the Commission a letter from the funding agency that describes both the change in the project funding and also notes the deducts or adducts that will be funded for construction. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action on its part.

The issuance of these guidelines should expedite these projects and the continuing effort to provide quality water and sewer service throughout the State of West Virginia. The Commission understands that there will be instances and situations where events will disrupt these intended procedures; however, the Commission expects all parties to use their best efforts to process these cases in a timely manner. Finally, given the aggressive time frame contemplated by the funding agencies and the intent to have bids out by August 2009, project applications should be filed no later than June 1, 2009, to avoid jeopardizing the timely consideration of those applications.

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission give public notice of this order in a manner deemed most efficient and appropriate.

At this time, I order:


Sandra Spadra
Executive Secretary

go18209c.wpd

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2009

PRODUCER 304-255-1945 FAX 304-255-3623
CityInsurance Professionals
One Park Ave
P O Box 2316
Beckley, WV 25801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED North Beckley Public Service District
122 Clear Water Lane
Beckley, WV 25801

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins. Co.	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR (ADD'L LTR) INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PE10005282	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Certificate Holder listed below is named as an Additional Insured in respects to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Dianna Powell/BSE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECEIVED

JUN 08 2009

REGION I PDC

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street S.E.
Charleston, WV 25304
Phone: (304) 926-0495
Fax: (304) 926-0496

Joc Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

June 4, 2009

Donna Sawyers, General Manager
North Beckley Public Service District
122 Clear Water Lane
Beckley, WV 25801-3159

RE: North Beckley PSD – Phase IIIA
Lanark Sewer System Extension
SRF No. C-544201

Dear Ms. Sawyers:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current State and Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be telefaxed to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Elbert N. Morton, P.E., at (304) 926-0499, ext.1589.

Sincerely,



Mike Johnson, P.E.
Program Manager
Clean Water SRF Program

MJ/em

cc: Lawson Engineering & Technical Services
Region I P&D

Promoting a healthy environment.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

BOND RESOLUTION

**Adopted
January 27, 1999**

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NORTH BECKLEY PUBLIC SERVICE DISTRICT

BOND RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONAL EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, TOGETHER WITH THE PAYMENT OF THE NORTH BECKLEY PUBLIC SERVICE DISTRICT SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 1997, THROUGH THE ISSUANCE BY THE NORTH BECKLEY PUBLIC SERVICE DISTRICT OF NOT MORE THAN NINE MILLION DOLLARS (\$9,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF NORTH BECKLEY 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 2 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. North Beckley Public Service District (the "Issuer") is a public service district and political subdivision of the State of West Virginia in Raleigh County of said State.

B. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed certain additional extensions, additions, betterments and improvements to the Issuer's existing sewerage system, including the extensions, additions, betterments and improvements described in Exhibit A hereto (collectively, the "Project") (the Issuer's existing sewerage system, the Project and any further additions thereto or extensions thereof are herein called the "System") in accordance with the plans and specifications prepared by Lawson Engineering & Technical Services, Inc., 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 the costs of the operation and maintenance of said System, the principal of and interest on the Issuer's Sewer Revenue Bonds, Series 1964 (the "Prior Bonds"), the Issuer's Sewerage System Revenue Bonds, Series 1999 (the "Series 1999 Bonds") authorized herein, the Series 1996 Notes, as hereinafter defined, and all sinking funds, reserve accounts and other payments provided for herein and with respect to the Prior Bonds and such Series 1996 Notes, and the proceeds of the Series 1999 Bonds, will be sufficient, together with other funds available therefor, to pay in full the Issuer's Sewerage System Bond Anticipation Notes, Series 1997 (the "Series 1997 Notes"), issued on October 27, 1997 to temporarily finance a portion of the costs of the Project pending the issuance of the Series 1999 Bonds, plus the interest accrued on such Series 1997 Notes, and to pay all costs of the Project.

D. It is further deemed necessary for the Issuer to issue its sewerage system revenue bonds in the total aggregate principal amount of not more than \$9,000,000, in one series, being the Series 1999 Bonds in part to pay the Series 1997 Notes and 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 1999 Bonds prior to and during construction or acquisition and for a period not exceeding 6 months after completion of construction of the Project, if any; amounts which may be deposited in the Series 1999 Bonds Reserve Account; engineering and legal expenses including without limitation amounts payable to Dunn Engineers, Inc. pursuant to that certain arbitration award

in favor of Dunn Engineers, Inc. and against the Issuer relating to prior engineering services for the Project; 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 of the Authority and DEP (each as hereinafter defined), discount, fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1999 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 1999 Bonds, or the repayment of indebtedness incurred by the Issuer for such purposes, including without limitation the Series 1997 Notes, 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 21 years.

F. It is in the best interest of the Issuer that its Series 1999 Bonds be issued and sold to the West Virginia Water Development Authority (the "Authority") pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), the execution, delivery and form of which are ratified and approved herein. The Series 1999 Bonds shall be issued junior, subordinate and subject to the Issuer's Sewer Revenue Bonds, Series 1964, which were issued in the original principal amount of \$930,000 (the "Prior Bonds") pursuant to a Bond Resolution adopted by the Issuer on April 1, 1964 (the "Prior Bond Resolution"), \$245,000 in principal amount of which Prior Bonds remain outstanding on the date hereof. Upon the payment or defeasance of the Prior Bonds, the Series 1999 Bonds shall move to a first position with respect to liens, pledge and source of and security for payment.

G. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 1999 Bonds, will have so complied prior to issuance thereof, including, among other things, 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 has expired or has been waived by all necessary parties prior to the issuance of the Series 1999 Bonds.

H. The Issuer has previously issued its Sewerage System Bond Anticipation Notes, Series 1996 (the "Series 1996 Notes") in the maximum amount of \$400,000. The sole holder of the Series 1996 Notes is WesBanco Bank (formerly Commercial Banking and Trust Company), Parkersburg, West Virginia (the "Series 1996 Noteholder") and the Issuer has received the written consent and waiver of such Series 1996 Noteholder waiving the right of such Series 1996 Noteholder to have the Series 1996 Notes paid with the proceeds of the Series 1999 Bonds and such Series 1996 Noteholder has agreed that the Series 1996 Notes shall be paid in monthly installments as provided in such Series 1996 Notes and not with proceeds of the Series 1999 Bonds. Further, the Series 1996

Noteholder has agreed that the Series 1996 Notes shall be junior, subordinate and subject to the Prior Bonds and the Series 1999 Bonds.

I. There are outstanding obligations of the Issuer which will rank senior and prior to the Series 1999 Bonds and Series 1996 Notes as to liens and sources of and security for payment, which obligations are designated and have the lien positions, together with the Series 1999 Bonds, as follows:

<u>Designation</u>	<u>Lien Position</u>
Sewer Revenue Bonds, Series 1964 (issued on April 1, 1964 in the original principal amount of \$930,000)	First Lien
Sewerage System Revenue Bonds, Series 1999	Second Lien
Sewerage System Bond Anticipation Notes, Series 1996	Third Lien

J. The estimated maximum cost of the construction and acquisition of the Project, including without limitation the payment of the Series 1997 Notes, and issuance of the Series 1999 Bonds is \$8,090,898 which will be permanently financed with the proceeds of the Series 1999 Bonds.

K. The Project has been reviewed and determined to be technically and financially feasible by the Council (as hereinafter defined) as required by 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 1999 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 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 2 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, or any other agency of the State of West Virginia that succeeds to the functions of the Authority, which is expected to be the original purchaser of the Series 1999 Bonds, provided that, if the Authority is the original purchaser of the Series 1999 Bonds, the Issuer must satisfy the legal and other requirements of the SRF Program.

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

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01 hereof.

"Bondholder," "Holder of the Bonds," "Holder" 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 the Series 1999 Bonds, and, where appropriate, any bonds on a parity therewith subsequently issued hereunder or pursuant to another resolution of the Issuer.

"Capital Expenditures Fund" means the Capital Expenditures Fund created by the Prior Bond Resolution.

"Certificate of Authentication and Registration" means the certificate of authentication and registration on the Series 1999 Bonds in substantially the form set forth in the bond form contained herein.

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

"Closing Date" means the date on which there is an exchange of the Series 1999 Bonds for an advance of more than a de minimis amount of the principal of the Series 1999 Bonds.

"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.

"Completion Date" means the completion date of the Project, as defined in the SRF Regulations.

"Consulting Engineers" means Lawson Engineering & Technical Services, Inc., Beckley, West Virginia or any professional engineer or firm of professional engineers, licensed by the State who shall not be a regular, full-time employee of the State or any of its agencies, commissions or political subdivisions, that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System.

"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 successor thereto.

"DEP" means the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment, or any agency, board or department of the State that succeeds to the functions of the State.

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

"Event of Default" means any occurrence or event specified in Section 9.01.

"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, including (i) such obligations which have been stripped from their unmatured interest coupons, interest coupons stripped from such obligations and receipts or certificates evidencing payments from such obligations or interest coupons stripped from such obligations, (ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian and (iii) obligations, the sole source of the payment of the principal of and interest on which are obligations of the nature of those described in clause (i), which are irrevocably pledged for such purposes..

"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 Section 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

"I&I Fund" means the I&I Fund created by Section 5.01 hereof pursuant to the order of the PSC.

"Independent Certified Public Accountants" shall mean any public accountant or certified public accountant or firm of public accountants or 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 North Beckley Public Service District, in Raleigh County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" shall mean the Loan Agreement to be entered into between the Authority, DEP and the Issuer if the Authority is the original purchaser of the Series 1999 Bonds, providing for the purchase of the Series 1999 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 by Section 4.11 hereof or ratified by the Supplemental Resolution.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, fees and expenses of the Authority and DEP, fiscal agents, the Depository Bank, Registrar and 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 or Series 1996 Notes, 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 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 and (iv) for purposes of consents or other action by a specified percentage of Bondholders, 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 West Virginia Municipal Bond Commission, or such entity or authority as may be designated by the Issuer by Supplemental Resolution.

"Prior Bond Resolution" means the Bond Resolution, and all supplements thereto, adopted by the Public Service Board of the Issuer on April 1, 1964 with respect to the Issuer's Sewer Revenue Bonds, Series 1964.

"Prior Bonds" means the Sewer Revenue Bonds, Series 1964, issued by the Issuer on April 1, 1964, in the aggregate principal amount of \$930,000, under the Prior Bond Resolution.

"Project" means the extensions, additions, betterments and improvements to the Issuer's existing sewerage system described in Exhibit A hereto.

"PSC" means the Public Service Commission of West Virginia.

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

- (a) Government Obligations;
- (b) 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;
- (c) 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;
- (d) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations

pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

(f) 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;

(g) 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

(h) Obligations of States or political subdivisions or agencies thereof, the interest on which is exempt from federal income taxation, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

"Registrar" means the Bond Registrar.

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

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

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

"Series 1964 Bonds Debt Service Fund" means the Debt Service Fund created by the Prior Bond Resolution for the payment of debt service on the Series 1964 Bonds.

"Series 1964 Bonds Mandatory Sinking Fund" means the Mandatory Sinking Fund created by the Prior Bond Resolution with respect to the Series 1964 Bonds.

"Series 1964 Bonds Reserve Fund" means the reserve account established by the Prior Bond Resolution for the Prior Bonds.

"Series 1996 Notes" means the Issuer's Sewerage System Bond Anticipation Notes, Series 1996, issued in the maximum aggregate principal amount of \$400,000.

"Series 1997 Notes" means the not more than \$800,000 in aggregate principal amount of Sewerage System Bond Anticipation Notes, Series 1997.

"Series 1999 Bonds" or "Bonds originally authorized hereby" or similar phrases mean, collectively, the not more than \$9,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, Series 1999 of the Issuer, issued for the purpose of refunding the Series 1997 Notes, paying a portion of the Costs of the Project and for such other purposes permitted and authorized by this Bond Legislation.

"Series 1999 Bonds Reserve Account" means the Series 1999 Bonds Reserve Account established in the Series 1999 Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1999 Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1999 Bonds in the then current or any succeeding year.

"Series 1999 Bonds Sinking Fund" means the Series 1999 Bonds Sinking Fund established by Section 5.02 hereof.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreement.

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local government entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the Supplemental Resolution authorizing the sale of the Series 1999 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 1999 Bonds and not so included may be included in another Supplemental Resolution.

"Surplus Fund" means the Surplus Fund created by the Prior Bond 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 Outstanding Bonds, the Prior Bonds or any other obligations of the Issuer.

"System" means the complete existing sewerage system now owned by the Issuer, consisting of a sewerage system in its entirety or any integral part thereof, for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for said sewerage system from any sources whatsoever, both within and without the Issuer.

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

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.

Terms not otherwise defined herein shall have the meanings assigned to them in the Prior Bond Resolution unless the context expressly requires otherwise.

ARTICLE II

AUTHORIZATION OF THE ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of \$8,090,898 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 1999 Bonds hereby authorized shall be applied as provided in Article VI hereof.

The Issuer has received bids or entered into contracts for the acquisition and construction of the Project, compatible with the financing plan, submitted to the SRF Program. The Issuer will enter into a contract for the acquisition and construction of the Project simultaneously or within ten (10) days of the issuance of the Series 1999 Bonds.

The Cost of the Project, including without limitation the payment of the Series 1997 Notes, payment of the arbitration award to Dunn Engineers, Inc. and the costs of issuing the Series 1999 Bonds, is estimated not to exceed \$8,090,898, which is to be paid with the proceeds of the Series 1999 Bonds.

ARTICLE III

[RESERVED]

ARTICLE IV

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

Section 4.01. Authorization of Bonds. For the purposes of refunding the Series 1997 Notes, capitalizing interest on the Series 1999 Bonds, if any, funding a reserve account for the Series 1999 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 1999 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be issued negotiable Series 1999 Bonds of the Issuer, in an aggregate principal amount of not more than \$9,000,000. Said Series 1999 Bonds shall be issued in one series, to be designated "Sewerage System Revenue Bonds, Series 1999," and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1999 Bonds required to refund the Series 1997 Notes shall not be invested, but shall be used immediately to refund the Series 1997 Notes so that, upon issuance of such Series 1999 Bonds, the Issuer's obligations to the Holders of the Series 1997 Notes shall be defeased, and the Series 1997 Notes and the Series 1999 Bonds shall not be deemed as being simultaneously Outstanding at any time. The proceeds of the Series 1999 Bonds remaining after the refunding of the Series 1997 Notes, funding of the Series 1999 Bonds Reserve Account (if funded from the Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Bond Construction Trust Fund established by Section 5.01 hereof.

Section 4.02. Terms of Bonds. The Series 1999 Bonds shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The 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 1999 Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 1999 Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and debt service schedule attached, representing the aggregate principal amount of the Series 1999 Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 1999 Bonds shall be exchangeable at the option and expense of the Holder for other fully registered 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. The Bonds shall be dated as of the date specified in a Supplemental Resolution and shall bear interest from such date.

Section 4.03. Execution of Bonds. The Series 1999 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 any of the Series 1999 Bonds shall cease to be such officer of the Issuer before the Series 1999 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 1999 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 1999 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 4.04. Authentication and Registration. No Series 1999 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 4.09 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1999 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 4.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 1999 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said Series 1999 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 Bond shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 1999 Bonds remain Outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain the books for the registration and transfer of the Series 1999 Bonds.

The registered Series 1999 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 1999 Bonds or transferring the registered Series 1999 Bonds are exercised, Series 1999 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1999 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 1999 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 Series 1999 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1999 Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Series 1999 Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 4.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 1999 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 4.07. Bonds not to be Indebtedness of the Issuer. The Series 1999 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 and amounts, if any, in the Series 1999 Bonds Reserve Account. No holder or holders of any of the Series 1999 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1999 Bonds or the interest thereon, if any. The Issuer has no taxing power.

Section 4.08. Bonds Secured by Pledge of Net Revenues: Lien Positions With Respect to Prior Bonds and Series 1996 Notes. The payment of the debt service of all the Series 1999 Bonds shall be secured forthwith equally and ratably with each other by a lien on the Net Revenues derived from the System, junior, subordinate and subject to the lien on the Net Revenues in favor of the Holders of the Prior Bonds and senior and prior to the lien on the Net Revenues in favor of the holders of the Series 1996 Notes and such Series 1996 Notes shall be junior and subordinate to the Prior Bonds and Series 1999 Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 1999 Bonds, Prior Bonds and such Series 1996 Notes and to make the payments into the sinking funds, the reserve accounts therein, the Capital

Expenditures Fund and the Renewal and Replacement Fund, either existing or hereinafter established, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 1999 Bonds; Prior Bonds and such Series 1996 Notes as the same become due. Upon the payment or defeasance of the Prior Bonds, the Series 1999 Bonds shall be secured by a first lien on the Net Revenues senior and prior to the lien thereon in favor of the holders of the Series 1996 Notes.

Section 4.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 1999 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1999 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 1999 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 1999 Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. A certified copy of the Loan Agreement; and

E. An approving opinion of bond counsel on the Series 1999 Bonds.

Section 4.10. Form of Series 1999 Bonds. The text of the Series 1999 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof;

[Form of Series 1999 Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND,
SERIES 1999

No. R- _____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Raleigh 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 on _____, _____, as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference, without interest.

The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 19____, as set forth on Exhibit B attached hereto. 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 only be redeemed prior to its stated date of maturity in whole or in part upon the terms and conditions prescribed by, and otherwise in compliance with, the Water Pollution Control Revolving Fund Loan Agreement among the Issuer, the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP") and the Authority, dated _____, 19____.

This Bond is issued (i) to permanently finance the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); (ii) to refund certain Notes of the Issuer; (iii) to fund a debt service reserve fund; and (iv) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended

(collectively, the "Act"), and a Resolution duly adopted by the Issuer on _____, 19__ and a Supplemental Resolution duly adopted by the Issuer on _____, 19__ (collectively called 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 securities provided for the Bonds of this Series (the "Bonds") under the Bond Legislation.

THIS BOND IS ISSUED JUNIOR, SUBJECT AND SUBORDINATE AS TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1964, ISSUED ON APRIL 1, 1964, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$930,000 AND DESCRIBED IN THE BOND LEGISLATION (THE "PRIOR BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 1996, ISSUED ON APRIL 24, 1996, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$400,000 AND DESCRIBED IN THE BOND LEGISLATION (THE "SERIES 1996 NOTES").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation), junior, subject and subordinate to the pledge of the Net Revenues in favor of the holders of the Prior Bonds and senior and prior to the lien thereon in favor of the Holders of the Series 1996 Notes, to be derived from the operation of the System, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1999 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 which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 1999 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% (130% so long as any of the Prior Bonds remain Outstanding) 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 prior to or on a parity with the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 1999 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 prior to or on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110% (but shall remain at 130% so long as any of the Prior Bonds remain Outstanding). 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 _____, as registrar (the "Registrar") by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law, shall be applied solely to the payment of the Costs of the Project 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.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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, NORTH BECKLEY 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 _____, 19_____.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1999 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: _____,

as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	<u>Amount</u>	<u>Date</u>		<u>Amount</u>	<u>Date</u>
(1)	\$		(7)	\$	
(2)	\$		(8)	\$	
(3)	\$		(9)	\$	
(4)	\$		(10)	\$	
(5)	\$		(11)	\$	
(6)	\$		(12)	\$	

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: _____, 19_____.

In the presence of:

Section 4.11. Sale of Series 1999 Bonds; Approval and Ratification of Execution of Loan Agreement with Authority and DEP. The Series 1999 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 B" 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.

Section 4.12. "Amended Schedule A" Filing. Within sixty (60) days following the Completion Date, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor.

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 created (or continued if established by the Prior Bond Resolution) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

1. Revenue Fund;
2. Capital Expenditures Fund;
3. Renewal and Replacement Fund;
4. Surplus Fund;
5. I & I Fund; and
6. Bond Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with the Commission (or continued if established by the Prior Bond Resolution):

1. Series 1964 Bonds Debt Service Fund;
2. Series 1964 Bonds Mandatory Sinking Fund;
3. Series 1964 Bonds Reserve Fund;
4. Series 1999 Bonds Sinking Fund;
5. Within the Series 1999 Bonds Sinking Fund, the Series 1999 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.

1. The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

2. The Issuer shall next on the first day of each month transfer from the Revenue Fund and pay to the Commission for deposit into the Series 1964 Bonds Debt Service Fund or the Series 1964 Bonds Mandatory Sinking Fund, as appropriate, the amounts required for the payment of principal of and interest on the Prior Bonds in accordance with the Prior Bond Resolution.

3. 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 Series 1964 Bonds Reserve Fund the amount required by the Prior Bond Resolution to be deposited therein.

4. The Issuer shall next on the first day of each month, commencing 3 months prior to the first date of payment of principal on the Series 1999 Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1999 Bonds Sinking Fund, a sum equal to 1/3rd of the amount of principal which will mature and become due on said Series 1999 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 1999 Bonds Sinking Fund and the next annual principal payment date is less than 3 months then such monthly payments shall be increased proportionately to provide, one month prior to the next quarterly principal payment date, the required amount of principal coming due on such date. The Issuer shall complete the "Monthly Payment Form," the form of which is attached to the Loan Agreement as Exhibit F, and submit a copy of said form along with a copy of its remittance check to the Authority by the 5th day of such calendar month.

5. Commencing 3 months prior to the first date of payment of principal of the Series 1999 Bonds, the Issuer shall next (if the Series 1999 Bonds Reserve Account is not fully funded upon issuance of the Series 1999 Bonds) on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1999 Bonds Reserve Account, an amount equal to 1/120 of the Series 1999 Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1999 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 1999 Bonds Reserve Requirement.

6. The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month, transfer to the Capital Expenditures Fund the amounts required by the Prior Bond Resolution, if any, and simultaneously transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any reserve account, provided that such deposit to the Renewal and Replacement Fund shall be reduced by the amount, if any, transferred to the Capital Expenditures Fund and provided further that the Capital Expenditures Fund shall be terminated upon the payment of the Prior Bonds and upon the payment of the Prior Bonds, all moneys in the Capital Expenditures Fund shall be transferred to the Renewal and Replacement Fund. 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 Capital Expenditures Fund in accordance with the Prior Bond Resolution and from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the Series 1964 Bonds Reserve Fund or the Series 1999 Bonds 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 Renewal and Replacement Fund, with deficiencies in the Series 1964 Bonds Reserve Fund being eliminated prior to deficiencies in the Series 1999 Bonds Reserve Account.

7. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and deposit into the I&I Fund, all amounts remaining in the Revenue Fund after making the transfers set forth in paragraphs 1 through 6 above, until the sum of \$18,000 has been deposited therein during the then current month. All funds in the I&I Fund shall be kept separate and apart from all other funds of the Issuer and the Depository Bank.

Withdrawals and disbursements from the I&I Fund shall be made by the Issuer only for correcting problems with inflow and infiltration with respect to the System and only in accordance with the applicable orders of the PSC, provided that the I&I Fund shall only be required to be maintained and funded as long as required by the PSC.

8. The Issuer shall next, on the first day of each month, so long as any of the Prior Bonds remain outstanding, transfer any balance of moneys in the Revenue Fund to the Surplus Fund to be disbursed in accordance with the Prior Bond Resolution.

Moneys in the Series 1964 Bonds Sinking Fund and the Series 1999 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the respective series of Bonds as the same shall become due. Moneys in the Series 1964 Bonds Reserve Fund and the Series 1999 Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the respective series of Bonds, as the same shall come due, when other moneys in the attendant sinking fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the several sinking funds 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 Bond 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 payments, if any, due on the respective series of Bonds, and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 1964 Bonds Reserve Fund which result in the reduction of the balance of the Series 1964 Bonds Reserve Fund below the amounts required by the Prior Bond Resolution to be deposited therein, and any withdrawals from the Series 1999 Bonds Reserve Account which result in the reduction of the balance of the Series 1999 Bonds Reserve Account below the Series 1999 Bonds Reserve Account Requirement shall be subsequently restored,

first to the Series 1964 Bonds Reserve Fund and then to the Series 1999 Bonds Reserve Account, from the first Net Revenues available after all required payments have been made in full to the Series 1964 Bonds Sinking Fund for payment of debt service on the Prior Bonds and to the Series 1999 Bonds Sinking Fund for payment of debt service on the Series 1999 Bonds, provided that any deficiency in the Series 1964 Bonds Reserve Fund shall be restored prior to any payments into the Series 1999 Bonds Sinking Fund or the Series 1999 Bonds Reserve Account.

As and when additional Bonds ranking on a parity with the Series 1999 Bonds are issued, provision shall be made for additional payments into the respective sinking fund 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 a amount equal to the maximum provided and required to be paid into the concomitant sinking fund in any year for account of the Bonds of such series, including such additional Bonds which by their terms are payable from such sinking fund.

The Issuer shall not be required to make any further payments into the Series 1999 Bonds Sinking Fund, or into the Series 1999 Reserve Account therein when the aggregate amount of funds in said Series 1999 Sinking Fund and Series 1999 Reserve Account are at least equal to the aggregate principal amount of the Series 1999 Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account created hereunder, and all amounts required for said fund and account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account and the payment of the SRF Administrative Fee as set forth in Schedule Y attached to the Loan Agreement shall be made on the first day of each month, except that when the first day of any month shall be a Saturday, Sunday or legal holiday then such payments shall be made on the next succeeding business day, 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. If required by the Authority in writing at any time, the Issuer shall make the necessary arrangements whereby such payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 1999 Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1999 Bonds Sinking Fund, including the Series 1999 Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1999 Bonds under the conditions and restrictions hereinafter set forth.

Notwithstanding any provision herein to the contrary, in the event that there are not sufficient funds to make all the transfers described above, all transfers with respect to the Prior Bonds required by the Prior Bond Resolution shall be made prior to transfers required to be made with respect to the Series 1999 Bonds.

Notwithstanding any provision herein to the contrary but subject to the immediately preceding paragraph, so long as the Series 1996 Notes remain unpaid, all payments required by the Series 1996 Notes shall be made, provided, however, if there are not sufficient funds to make all transfers required above, all transfers required by the Prior Bond Resolution with respect to principal of and interest on the Prior Bonds and deposits to the Series 1964 Bonds Reserve Fund shall first be made, and then, to the extent sufficient funds exist, all transfers with respect to the Series 1999 Bonds required hereby shall be made, and then, to the extent sufficient funds exist, all payments required by the Series 1996 Notes shall be made.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into the sinking funds, including the reserve accounts therein, the Capital Expenditures Fund and the Renewal and Replacement Fund during the following month or such other period as required by law, such excess shall be considered Surplus Revenues, provided that, so long as any of the Prior Bonds remain outstanding, there shall be made the transfers to the Surplus Fund required by the Prior Bond Resolution. Surplus Revenues may be used for any lawful purpose of the System, including without limitation the payment of the principal of and/or interest on the Series 1996 Notes.

C. 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 the Depository Bank's charges and the Paying Agent fees then due. In case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at any time, make the necessary arrangements whereby such required payments shall be automatically deducted from the Revenue Fund and transferred to the Commission on the dates required.

D. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in the Revenue Fund and the Renewal and Replacement Fund 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.

E. 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.

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

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

H. All Tap Fees shall be deposited by the Issuer, as received, in the Bond 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 any or all of the Series 1999 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1999 Bonds, there shall first be deposited with the Commission in the Series 1999 Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 1999 Bonds for the period commencing on the date of issuance of the Series 1999 Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 1999 Bonds, there shall be deposited with the Commission in the Series 1999 Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 1999 Bonds Reserve Account.

C. Next, from the proceeds of the Series 1999 Bonds, there shall be first credited to the Bond Construction Trust Fund and then paid the Series 1997 Notes, which payment shall be effectuated by depositing the appropriate amount into the Sewerage System Bond Anticipation Notes, Series 1997 Payment Fund for immediate application to the payment of the Series 1997 Notes.

D. Next, from the proceeds of the Series 1999 Bonds, there shall first be credited to the Bond Construction Trust Fund and then paid any and all the borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

E. As the Issuer received advances of the remaining moneys derived from the sale of the Series 1999 Bonds, such moneys shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02.

F. 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 1999 Bonds shall be used to fund the Series 1999 Bonds Reserve Account, if not funded upon issuance of the Bonds, in an amount not to exceed the Series 1999 Bonds Reserve Requirement; provided that if any such proceeds remain after funding the Series 1999 Bonds Reserve Account, the same shall be expended as directed by the Authority and DEP.

G. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Bond Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Bond Construction Trust Fund set forth in the Bond Legislation. Moneys in the Bond 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 1999 Bonds.

Section 6.02. Disbursements From the Bond Construction Trust Fund. On or before the Closing Date, the Issuer shall have delivered to the Authority a report listing the specific purposes for which the proceeds of the Series 1999 Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Bond Construction Trust Fund (except for costs of issuance of the Series 1999 Bonds which shall be paid upon the request of the Issuer) shall be made only after submission to, and approval from, the Authority and DEP of the following:

A. A "Payment Requisition Form," the form of which is attached to the Loan Agreement as Exhibit C; and

B. A certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

1. That none of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

2. That 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;

3. That each of such costs has been otherwise properly incurred; and

4. That payment for each of the items proposed is then due and owing.

All payments made from the Bond 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 Bond Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank, the Authority and DEP written statements advising them of its then authorized representative.

Pending such application, moneys in the Bond 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, the Depository Bank shall transfer any moneys remaining in the Bond Construction Trust Fund to the Series 1999 Bonds Reserve Account, and when fully funded any such remaining moneys shall be expended as directed by the Authority and DEP.

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 1999 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 1999 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 said Series 1999 Bonds or the interest thereon is Outstanding and unpaid.

Until the payment in full of the principal of and interest on the Series 1996 Notes when due, the covenants, agreements and provisions contained in this Resolution shall, where applicable, inure to the benefit of the Holders of the Series 1996 Notes and constitute valid and legally binding covenants of the Issuer, enforceable in any court of competent jurisdiction by any Holder or Holders of said Series 1996 Notes.

Section 7.02. Series 1999 Bonds not to be Indebtedness of the Issuer. The Series 1999 Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory 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 of the Series 1999 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay said Bonds or Notes or the interest thereon, if any.

Section 7.03. Series 1999 Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds and Series 1996 Note. The payment of the debt service of the Series 1999 Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on the Net Revenues derived from the operation of the System, junior, subject and subordinate to the lien on such Net Revenue, in favor of the Holders of the Prior Bonds, and the Series 1996 Notes shall in all respects be junior and subordinate to the Prior Bonds and the Series 1999 Bonds. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 1999 Bonds, the Prior Bonds and the Series 1996 Notes and to make the payments into the sinking funds, including the reserve accounts therein, and all other payments provided for in the Bond Legislation and the Prior Bond Resolution are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Series 1999 Bonds, the Prior Bonds and the Series 1996 Notes as the same become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Schedule of Rates and Charges. The schedule of rates and charges for the services and facilities of the System, a copy of which is attached hereto as Exhibit C and incorporated herein and which rates have been approved and are described in the Commission Order

of the PSC entered January 22, 1999 in Case No. 97-0129-PSD-CN, are hereby adopted, ratified, approved and affirmed.

Section 7.05. Sale of the System. So long as any of 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 Bond Resolution. Additionally, except as otherwise required by law or with the written consent of the Authority and the DEP, 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 Prior Bonds, the Bonds and Series 1996 Notes Outstanding, or to effectively defease this Bond Legislation in accordance with Section 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds and Prior Bonds, immediately be remitted to the Commission for deposit in the appropriate sinking funds, 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 at maturity of and interest on the Bonds and Prior Bonds. Any balance remaining after the payment of all the Bonds, Prior Bonds and Series 1996 Notes 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, and subject to the Prior Bond Resolution so long as any of the Prior Bonds remain Outstanding, 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 \$50,000, 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 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 \$50,000 but not in excess of \$200,000, 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 upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$50,000 and not in excess of \$200,000, shall be deposited in the Renewal and Replacement Fund. Such payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, 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 \$200,000 and insufficient to pay all Prior Bonds, Bonds and Series 1996 Notes then Outstanding without the prior approval and consent in writing of

the Holders, or their duly authorized representatives, of over 50% in amount of the Prior Bonds, Bonds and Series 1996 Notes then outstanding and the Consulting Engineers. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Prior Bonds, Bonds and Series 1996 Notes 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 in Section 7.07, so long as any of the Series 1999 Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1999 Bonds. All obligations issued by the Issuer after the issuance of the Series 1999 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1999 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the sinking funds, reserve accounts and the Renewal and Replacement Fund at the time of the issuance of such subordinate obligations have been made and are current. 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 1999 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 1999 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and DEP 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 any of the Prior Bonds are outstanding, the limitations on the issuance of obligations on a parity with the Prior Bonds set forth in the Prior Bond Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1999 Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1999 Bonds, and must have the prior written consent of the Authority and the DEP.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the construction or acquisition of extensions, improvements or betterments to the System or refunding one or more series of the Prior Bonds, the Series 1996 Notes and/or 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, based upon the necessary investigation and certification by the Consulting Engineers, 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, 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 Prior Bonds and the Series 1999 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 Consulting Engineers, 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 said 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.

All Parity Bonds shall mature on the day of the years of maturities, and the semiannual interest thereon shall be payable on the days of each year, specified in a Supplemental Resolution.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 1999 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 1999 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 and the Prior Bond Resolution with respect to the Bonds and Prior 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 and Records. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the DEP, 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 and the DEP 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 and the DEP, or its agents and representatives, to inspect all records pertaining to the operation of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the PSC. 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 and the DEP, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of 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 with respect to said Bonds and the status of all said funds and accounts.

(C) The amount of any Prior Bonds and Bonds 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 and the Single Audit Act or successor thereto, in effect at the time, to the extent required, and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds, and shall submit said report to the Authority and the DEP, or any other original purchaser of the Bonds, within ninety (90) days of the end of the Fiscal Year. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation, and that the Issuer's revenues are adequate to meet its operation and maintenance expenses and debt service requirements.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in Exhibit E of the Loan Agreement or as promulgated from time to time.

The Issuer shall permit the Authority and the DEP, or their agents and representatives, access to the System site and facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been 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 or continued 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 reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% (130% so long as any of the Prior Bonds remain outstanding) of the maximum amount required in any year for payment of principal of and interest on the Series 1999 Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Series 1999 Bonds Reserve Account and reserve accounts for obligations prior to or on a parity with the Series 1999 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 on the Series 1999 Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 1999 Bonds, including the Prior Bonds; but shall remain at 130% so long as any of the Prior Bonds remain Outstanding. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate schedule described in Section 7.04.

Section 7.10. Operating Budget, Audit and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. The Issuer, by the unanimous consent and approval of the Governing Body, may amend the budget during the subject Fiscal Year provided that the budget remains balanced after such amendment. If the budget is so amended, a copy of the amended budget shall be submitted to the Authority and the DEP within 15 days of the adoption of such amendment. After the adoption of any such amendment, the budget, as amended, shall be the budget of the Issuer for the balance of the subject Fiscal Year. 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 the Consulting Engineers, 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 the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets, any amendments thereto and resolutions be furnished him or her and shall make available such budgets, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the 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 B, and forward a copy of such report to the Authority and the DEP by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate from the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the DEP 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 require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Loan Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and the DEP 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 resident engineer shall certify to the Authority, the DEP 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 the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed.

The Issuer agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System so long as the Series 1999 Bonds are Outstanding. The Issuer shall notify the DEP in writing of the certified operator employed at the 25% completion stage.

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 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 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. The Issuer will carry such insurance and in such amounts as is customarily carried with respect to works and properties similar to the System, with a reputable insurance carrier or carriers, against loss or damage by fire, explosion, hurricane, earthquake, cyclone, occupancy or other hazards and risks. The Issuer will 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 the DEP, so long as the Authority is the Owner of the Series 1999 Bonds. The Issuer will itself, or will require each contractor and subcontractor to, obtain and 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, to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their interests may appear, in accordance with the Loan Agreement, during construction of the Project in the full insurable value thereof. In time of war, the Issuer shall also carry in said amount such insurance as may be available against loss or damage by 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 repair and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The Issuer will also carry liability insurance for damage or injury to persons or property in amounts adequate for such purposes and customarily carried with respect to works and properties similar to the System. The Issuer shall carry such other insurance as is required by the Authority and DEP and as set forth in the Loan Agreement, including but not limited to flood insurance and business interruption insurance, to the extent available at reasonable cost to the Issuer.

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.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

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

The Issuer will obtain 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 necessary for the acquisition and construction of the Project and the operation of the System.

Section 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the Series 1999 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 1999 Bonds and shall be for the equal benefit of all Holders of the Series 1999 Bonds, junior, subject and subordinate to the statutory mortgage lien in favor of the Holders of the Prior Bonds; provided however, that the statutory mortgage lien shall in no event secure the repayment of the Series 1996 Notes.

Section 7.19. Compliance With Loan Agreement and Law. The Issuer agrees to comply with all terms and conditions of the Loan Agreement. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with all copies submitted to the Authority.

The Issuer also agrees to comply with the Act and all applicable laws, rules and regulations issued by the Authority, the DEP 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 7.20. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

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 and Notes Payment 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 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, 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 if reasonably requested by the Issuer), a summary of such funds, accounts, and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Bonds or Notes are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest on the Original Bonds and Notes from gross income for federal income tax purposes.

Section 8.02. Information With Respect to Gross Proceeds. The Issuer shall furnish to the Authority such information with respect to earnings on all funds constituting "gross proceeds" (as that term is defined in the Code) of the Series 1999 Bonds from time to time as the Authority may request.

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 1999 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 1999 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 1999 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1999 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.

(4) If default occurs with respect to the Series 1996 Notes, the Prior Bonds or the Prior Bond Resolution.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Holders of the Bonds 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 Holders 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 Holders of the Bonds, provided however, that all rights and remedies of the Holders of the Bonds shall be subject to those of the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Holder 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, 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 Holder 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 avenues 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 Holder 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 Holders 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 possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Holder 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 Series 1999 Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1999 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1999 Bonds only, 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 1999 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1999 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 Paying Agent 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 1999 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 1999 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 1999 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 1999 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 the issuance of the Series 1999 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following the issuance of the Series 1999 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 respective rights of Holders of the Bonds shall be made without the consent in writing of the Holders of 66-2/3% or more in principal amount of the Series 1999 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 respectively pledged therefor without the consent of the respective Holder 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.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Holders of the Series 1999 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 1999 Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Bond Resolution (so long as the Prior Bonds are Outstanding) or the resolution authorizing the Series 1996 Notes (so long as the Series 1996 Notes are Outstanding) the more restrictive provision shall control.

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

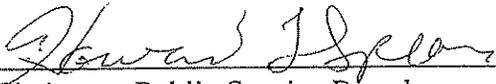
Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Public Notice of Proposed Financing. Prior to making formal application to the PSC for a Certificate of Convenience and Necessity with respect to the Project, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation within the boundaries of the Issuer, a Class II legal advertisement stating:

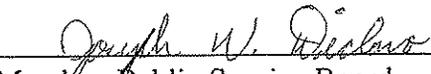
- (a) The respective maximum amounts of the Series 1999 Bonds to be issued;
- (b) The respective maximum interest rates and terms of the Series 1999 Bonds originally authorized hereby;
- (c) The public service properties to be acquired or constructed and the cost of the same;
- (d) The maximum anticipated rates which will be charged by the Issuer; and
- (e) The date that the formal application for a Certificate of Convenience and Necessity is to be filed with the PSC.

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

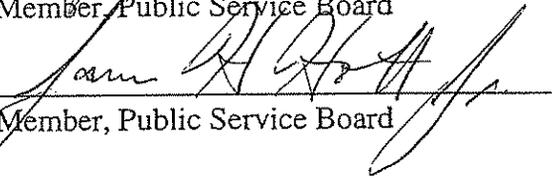
Adopted this 27th day of January, 1999.



Chairman, Public Service Board



Member, Public Service Board



Member, Public Service Board

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of NORTH BECKLEY PUBLIC SERVICE DISTRICT on the 27th day of January, 1999.

Dated: January 28, 1999.


Secretary, Public Service District

[SEAL]

EXHIBIT A

DESCRIPTION OF PROJECT

Acquisition and construction of certain upgrades to the North Beckley Public Service District's existing sewerage system, including without limitation the rehabilitation and expansion of the District's sewer treatment plant from a .5 million gallons a day capacity (MGD) to 2.5 MGD, rehabilitation of three existing pump stations, installation of approximately 3,000 feet of gravity sewer main and approximately 2,000 feet of force sewer main and related improvements and appurtenances thereto.

EXHIBIT B

LOAN AGREEMENT

[See Transcript Document #3]

EXHIBIT C

SCHEDULE OF RATES AND CHARGES

CASE NO. 97-0129-PSD-CN(Reopened)
NORTH BECKLEY PUBLIC SERVICE DISTRICT

APPROVED RATES (Revised 01/22/99)

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service and for public authorities.

(C)(A)RATES (Based upon the metered amount of water supplied)

First 2,000 gallons used per month \$7.26 per 1,000 gallons
Next 23,000 gallons used per month \$6.24 per 1,000 gallons
Next 25,000 gallons used per month \$4.17 per 1,000 gallons

(A)MINIMUM CHARGE

No bill will be rendered for less than \$14.52

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

WATER DISCONNECTION -RECONNECTION FEES

Whenever water service has been disconnected for non-payment of sewer bills, a disconnection fee of \$7.50 shall be charged.

Whenever water service which has been previously disconnected or otherwise withheld for non-payment of sewer bills is reconnected, a fee of \$7.50 shall be charged.

SEWER CONNECTION CHARGE

Sewer connection fee to tap to main is \$150.00.

(N) INCREMENTAL COST OF WASTEWATER TREATED

\$1.69 per M. Gal. To be used when bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate is used to calculate consumption above customer's historical usage.

(A) Indicates advance

(C) Indicates change

(N) Indicates new

**NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999**

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, INTEREST RATE, DATE, MATURITY, REDEMPTION PROVISIONS, PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 OF NORTH BECKLEY PUBLIC SERVICE DISTRICT; AUTHORIZING, RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A BOND REGISTRAR, DEPOSITORY BANK AND PAYING AGENT; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of North Beckley Public Service District (the "Issuer") has duly and officially adopted a Bond Resolution, effective January 27, 1999, (the "Bond Resolution") entitled:

BOND RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONAL EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, TOGETHER WITH THE PAYMENT OF THE NORTH BECKLEY PUBLIC SERVICE DISTRICT SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 1997, THROUGH THE ISSUANCE BY THE NORTH BECKLEY PUBLIC SERVICE DISTRICT OF NOT MORE THAN NINE MILLION DOLLARS (\$9,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH SEWERAGE

SYSTEM REVENUE BONDS, SERIES 1999; 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 Sewerage System Revenue Bonds, Series 1999 of the Issuer (the "Series 1999 Bonds"), in an aggregate principal amount not to exceed \$9,000,000, and has authorized the execution and delivery of a loan agreement relating to the Series 1999 Bonds dated October 8, 1998 (sometimes referred to herein as the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), all in accordance with Chapter 16, Article 13A and Chapter 22C, Article 2 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 exact principal amount, date, maturity date, interest rate, interest and principal payment dates, redemption provisions, sale price and other terms of the Series 1999 Bonds should be established by a supplemental resolution pertaining to the Series 1999 Bonds; and that other matters relating to the Series 1999 Bonds be herein provided for;

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

WHEREAS, the Series 1999 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 and that the Loan Agreement be ratified, approved and entered into by the Issuer, that the exact principal amount, the price, the maturity date, the redemption provisions, the interest rate and the interest and principal payment dates of the Series 1999 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 1999 Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
NORTH BECKLEY 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 Sewerage System Revenue Bonds, Series 1999 of the Issuer, originally represented by a single bond, numbered R-1, in the principal amount of \$8,090,898. The Series 1999 Bonds shall be dated the date of delivery thereof, shall finally mature on June 1, 2020, and shall bear no interest. The principal of the Series 1999 Bonds shall be payable in quarterly installments of principal on March 1, June 1, September 1 and December 1 of each year commencing September 1, 2000 and ending June 1, 2020, and in the amounts set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made part of the Series 1999 Bonds. The Series 1999 Bonds shall be subject to redemption upon the consent of the Authority and DEP, and upon payment of the redemption premium, if any, and

otherwise in compliance with the Loan Agreement, as long as the Authority shall be registered owner of the Series 1999 Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1% of the principal amount of the Series 1999 Bonds set forth in "Schedule Y" attached to the Loan Agreement.

Section 2. All other provisions relating to the Series 1999 Bonds and the text of the Series 1999 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 Agreement, a copy of which is incorporated herein by reference, and the execution and delivery by the Chairman of the Loan Agreement, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, ratified, approved and directed. The price of the Series 1999 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that, the proceeds of the Series 1999 Bonds shall be advanced from time to time as requisitioned by the Issuer, and at closing there shall be requisitioned and advanced a portion of the proceeds in the amount of \$1,923,789, being more than a de minimis amount. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the DEP and the Authority.

Section 4. The Issuer hereby agrees to comply with the special conditions set forth in Exhibit E to the Loan Agreement.

Section 5. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, as Registrar for the Series 1999 Bonds.

Section 6. The Issuer does hereby appoint and direct the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 1999 Bonds.

Section 7. The Issuer does hereby appoint and designate United National Bank, Beckley, West Virginia, as Depository Bank under the Bond Resolution.

Section 8. The Series 1999 Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1999 Bonds Sinking Fund as capitalized interest.

Section 9. The Series 1999 Bonds proceeds in the amount of \$404,548 shall be deposited in the Series 1999 Bonds Reserve Account.

Section 10. The remaining proceeds of the Series 1999 Bonds shall be deposited in the Series 1999 Bonds Construction Trust Fund as received from time to time for payment of costs of the Project, including repayment of any temporary bank loans or Authority advances made or incurred with respect to the Project and payment of cost of issuance of the Series 1999 Bonds and including the payment of the Series 1997 Notes in accordance with Section 6.01(c) of the Bond Resolution and including the payment of the arbitration award in favor of Dunn Engineers, Inc.

Section 11. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Series 1999 Bonds hereby and by the Bond Resolution approved and provided for, to the end that the Series 1999 Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about January 28, 1999, or as soon thereafter as practicable.

Section 12. The acquisition and construction of the Project and the permanent financing of the Costs thereof with the proceeds of the Series 1999 Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer hereby determines that it is in the best interest of the Issuer to invest all monies in the funds and accounts established by the Bond Resolution held by the Depository Bank in time deposits of the Depository Bank meeting the requirements set forth under the definition of "Qualified Investments" in the Bond Resolution 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 time deposits, until further directed by the Issuer. Monies in the Series 1999 Bonds Sinking Fund, including the Series 1999 Bonds Reserve Account therein, shall be invested by the Municipal Bond Commission in the West Virginia Restricted Consolidated Fund.

Section 14. The Chairman, Secretary, General Manager and other officers of the Issuer are each hereby authorized and directed to take all steps necessary to: (i) pay the Series 1997 Notes in full, (ii) pay the arbitration award in favor of Dunn Engineers, Inc. in full, and (iii) pay the settlement in the amount of \$330,000 to the City of Beckley in the manner and at the times described at this meeting by the Issuer's counsel.

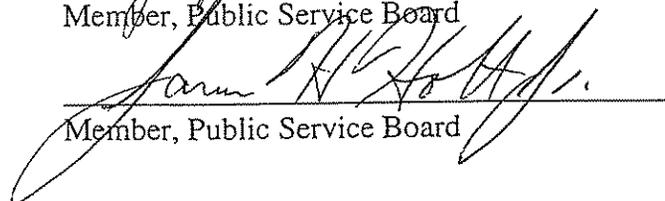
Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 27th day of January, 1999.

NORTH BECKLEY PUBLIC SERVICE DISTRICT


Chairman, Public Service Board


Member, Public Service Board


Member, Public Service Board

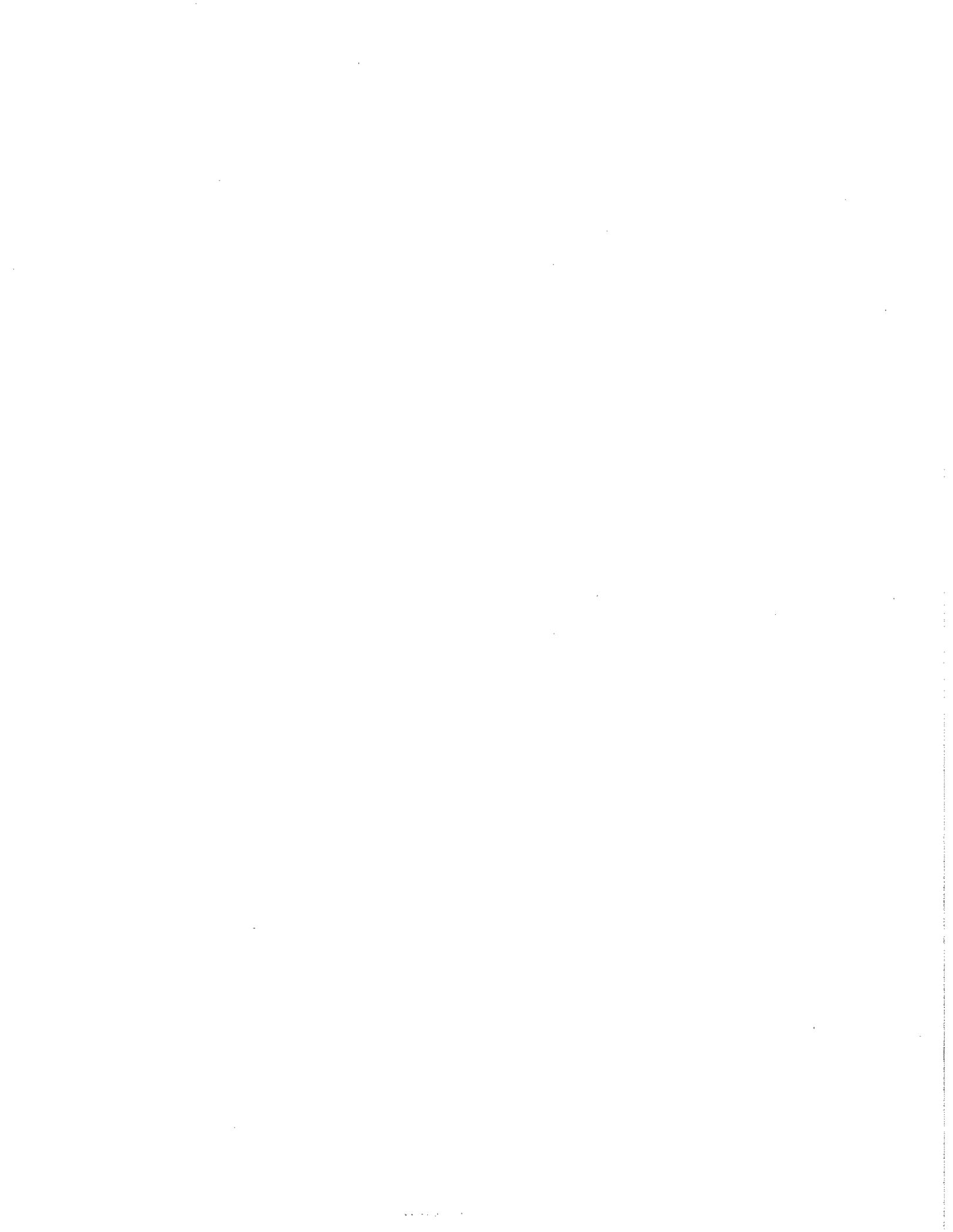
CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of NORTH BECKLEY PUBLIC SERVICE DISTRICT on the 27th day of January, 1999.

Dated: January 28, 1999.

[SEAL]


Secretary, Public Service Board



BECKLEY PUBLIC SERVICE DISTRICT

BOND RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF NORTH BECKLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY NORTH BECKLEY PUBLIC SERVICE DISTRICT OF NOT MORE THAN FIVE MILLION THREE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$5,307,741) IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION 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 NORTH BECKLEY 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 2 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. North Beckley Public Service District (the "Issuer") is a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed certain extensions, additions, betterments and improvements to the Issuer's existing sewerage system, including the extensions, additions, betterments and improvements described in Exhibit A hereto (collectively, the "Project") (the Issuer's existing sewerage system, the Project and any further additions thereto or extensions thereof are herein called the "System") in accordance with the plans and specifications prepared by Lawson Engineering & Technical Services, Inc., Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The acquisition and construction of the System were financed in part with the proceeds from \$8,090,898 in principal amount of the Issuer's Sewerage System Revenue Bonds, Series 1999 (the "Prior Bonds"), issued on January 28, 1999 authorized pursuant to a Bond Resolution adopted by the Issuer on January 27, 1999, as supplemented and amended by a Supplemental Resolution adopted on January 27, 1999 (collectively, the "Prior Resolution").

D. The Issuer derives revenues from the System, and, except for the pledge thereof to secure and pay the Prior Bonds, said revenues are not pledged or encumbered in any manner.

E. The estimated maximum cost of the acquisition and construction of the Project and issuance of the Series 2003A Bonds, as hereinafter defined, is \$7,707,741, of which \$1,500,000 will be paid with a Small Cities Block Grant, \$900,000 will be paid with an Economic Development Grant by the United States Economic Development Administration, and the balance of which will be permanently financed with the proceeds of the Issuer's Sewerage System Revenue Bonds, Series 2003A (West Virginia SRF Program) in the original principal amount of \$5,307,741 (the "Series 2003A Bonds") herein authorized.

F. 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 the costs of the operation and maintenance of said System, the principal of and interest, if any, on the Series 2003A Bonds

and the Prior Bonds and all sinking funds, reserve accounts and other payments provided for herein and in the Prior Resolution.

G. It is further deemed necessary for the Issuer to issue the Series 2003A Bonds in the total aggregate principal amount of not more than \$5,307,741 to permanently finance a portion of 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 2003A Bonds prior to and during construction or acquisition and for a period not exceeding 6 months after completion of construction of the Project, if any; amounts which may be deposited in the Series 2003A Bonds Reserve Account; 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 of the Authority and DEP (each as hereinafter defined), discount, fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2003A 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 2003A 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 35 years.

I. It is in the best interest of the Issuer that its Series 2003A Bonds be issued and sold to the West Virginia Water Development Authority (the "Authority") pursuant to the terms and provisions of a bond purchase agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), the execution, delivery and form of which are ratified and approved herein.

J. The Issuer has met the requirements of the Prior Resolution for the issuance of the Series 2003A Bonds on a parity with the Prior Bonds. Prior to the issuance of the Series 2003A Bonds, the Issuer will obtain (1) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds have been met and (2) the written consent from the Holder of the Prior Bonds to issue the Series 2003A Bonds on a parity with the lien on the Net Revenues of the Holders of the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or other obligations of the Issuer which are secured by revenues or assets of the System. The Series 2003 A Bonds shall be issued with a lien on the Net Revenues, as hereinafter defined, on parity with the lien thereon held by the Holders of the Prior Bonds.

K. The Issuer has complied with all requirements of West Virginia law and the Bond Purchase Agreement relating to authorization of the acquisition, construction and operation of the Project and the System, and issuance of the Series 2003A Bonds, or will have so complied prior to issuance thereof, including, among other things, the approval by the Council, as hereinafter defined, of the Project and the financing thereof, 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 has expired or has been waived by all necessary parties prior to the issuance of the Series 2003A Bonds.

L. The Project has been reviewed and determined to be technically and financially feasible by the Council (as hereinafter defined) as required by 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 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 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 2 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, or any other agency of the State of West Virginia that succeeds to the functions of the Authority, which is expected to be the original purchaser and Registered Owner of the Series 2003A Bonds.

“Authorized Officer” means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly appointed by the Governing Body.

“Bondholder,” “Holder of the Bonds,” “Holder” 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 Purchase Agreement” shall mean the Bond Purchase Agreement heretofore entered into or to be entered into by and among the Authority, DEP and the Issuer providing for the purchase of the Series 2003A Bonds from the Issuer by the Authority, the form of which is attached hereto as Exhibit B and shall be approved, and the execution and delivery of which by the Issuer are authorized and directed by Section 4.11 hereof and by the Supplemental Resolution.

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

“Bonds” means the Prior Bonds, the Series 2003A Bonds and, where appropriate, any bonds on a parity therewith subsequently issued hereunder or pursuant to another resolution of the Issuer.

“Certificate of Authentication and Registration” means the certificate of authentication and registration on the Series 2003A Bonds in substantially the form set forth in the bond form contained herein.

“Chairman” means the Chairman of the Governing Body of the Issuer.

“Closing Date” means the date on which there is an exchange of the Series 2003A Bonds for an advance of more than a de minimis amount of the principal of the Series 2003A Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

“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.

“Completion Date” means the completion date of the Project, as defined in the SRF Regulations.

“Consulting Engineers” means Lawson Engineering & Technical Services, Inc., Beckley, West Virginia or any professional engineer or firm of professional engineers, licensed by the State who shall not be a regular, full-time employee of the State or any of its agencies, commissions or political subdivisions, that shall at any time hereafter be retained 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.

“Costs” or “Costs of the Project” means those costs described in Section 1.02G 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 successor thereto.

“DEP” means the West Virginia Department of Environmental Protection, or any agency, board or department of the State that succeeds to the functions of the DEP.

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

“Event of Default” means any occurrence or event specified in Section 9.01.

“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, including (i) such obligations which have been stripped from their unmatured interest coupons, interest coupons stripped from such obligations and receipts or certificates evidencing payments from such obligations or interest coupons stripped from such obligations, (ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian and (iii) obligations, the sole source of the payment of the principal of and interest on which are obligations of the nature of those described in clause (i), which are irrevocably pledged for such purposes..

"Grants" means, collectively, the \$1,500,000 Small Cities Block Grant and \$900,000 United States Economic Development Administration Economic Development 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 Section 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

"I&I Fund" means the I&I Fund created by the Prior Resolution.

"Independent Certified Public Accountants" shall mean any public accountant or certified public accountant or firm of public accountants or 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.

"Interim Financing Bank" means United Bank, Inc., which is anticipated to be the bank providing the interim financing authorized and approved in Article III hereof, or such other bank as shall be designated as such in a resolution supplemental hereof.

"Investment Property" shall mean any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing

desegregation plan excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Issuer” means North Beckley Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia, in Raleigh County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

“Net Proceeds” means the face amount of the Series 2003A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Series 2003A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2003A 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 which is acquired with the gross proceeds or any other proceeds of the Series 2003A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2003A Bonds.

“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 SRF Administrative Fee, fees and expenses of the Authority and DEP, fiscal agents, the Depository Bank, Registrar and 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 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 and (iv) for purposes of consents or other action by a specified percentage of Bondholders, 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 West Virginia Municipal Bond Commission, or such entity or authority as may be designated by the Issuer by Supplemental Resolution with the consent of the Authority and the DEP.

"Prior Bonds" means the Sewerage System Revenue Bonds, Series 1999, issued by the Issuer on January 28, 1999, in the aggregate principal amount of \$8,090,898, under the Prior Resolution.

"Prior Resolution" means the Bond Resolution, and all supplements thereto, adopted by the Public Service Board of the Issuer on January 27, 1999, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

"Project" means the extensions, additions, betterments and improvements to the Issuer's existing sewerage system described in Exhibit A hereto.

"PSC" means the Public Service Commission of West Virginia.

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

(a) Government Obligations;

(b) 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;

(c) 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;

(d) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the

maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

(f) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (d) 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;

(g) 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

(h) Obligations of States or political subdivisions or agencies thereof, the interest on which is exempt from federal income taxation, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Resolution.

"Reserve Accounts" means collectively, the Series 1999 Bonds Reserve Account and the Series 2003A Bonds Reserve Account.

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

"Revenue Fund" means the Revenue Fund established by the Prior Resolution.

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

“Series 2003A Bonds” means the Sewerage System Revenue Bonds, Series 2003A (West Virginia SRF Program) of the Issuer, authorized by this Resolution.

“Series 2003A Bonds Construction Trust Fund” means the Series 2003A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2003A Bonds Reserve Account” means the Series 2003A Bonds Reserve Account established by Section 5.02 hereof.

“Series 2003A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2003A Bonds in the then current or any succeeding year.

“Series 2003A Bonds Sinking Fund” means the Series 2003A Bonds Sinking Fund established by Section 5.02 hereof.

“Sinking Funds” means, collectively, the Series 1999 Bonds Sinking Fund and the Series 2003A Bonds Sinking Fund.

“SRF Administrative Fee” means any administrative fee required to be paid under the Bond Purchase Agreement.

“SRF Program” means the State’s Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local government entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

“SRF Regulations” means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution and, when preceded by the article “the,” refers specifically to the Supplemental Resolution authorizing the sale of the Series 2003A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2003A 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 2003A Bonds, the Prior Bonds or any other obligations of the Issuer, as further defined in Section 5.03(B) hereof.

“System” means the complete existing sewerage system now owned by the Issuer, consisting of a sewerage system in its entirety or any integral part thereof, for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, and shall

include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for said sewerage system from any sources whatsoever, both within and without the Issuer.

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

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

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.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms refer to this Resolution; and the term "hereafter" means after the date of enactment of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

ARTICLE II

AUTHORIZATION OF THE ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of \$7,707,741 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 2003A 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 SRF Program.

The Cost of the Project, including without limitation the costs of issuing the Series 2003A Bonds, is estimated not to exceed \$7,707,741, which is to be paid with the proceeds of the Series 2003A Bonds in the amount of \$5,307,741, a Small Cities Block Grant in the amount of \$1,500,000 and a United States Economic Development Administration Economic Development Grant in the amount of \$900,000.

ARTICLE III

INTERIM CONSTRUCTION FINANCING

Section 3.01. Authorization and General Terms. In order to pay certain Costs of the Project pending receipt of the gross proceeds of the Series 2003A Bonds and the proceeds of the Grants, the Issuer is hereby authorized to issue and sell its line of credit notes (the "Notes"), in an aggregate principal amount not to exceed \$200,000. The Notes shall be issued as evidence of a line of credit from the Interim Financing Bank. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such date or dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the Credit Agreement, the form of which is attached hereto as Exhibit C.

Section 3.02. Terms of and Security Notes; Credit Agreement. The Notes shall be issued with such terms and secured in the manner set forth in the Credit Agreement, the form of which is hereby ratified and approved. The Chairman is hereby authorized and directed to execute and deliver the Credit Agreement on behalf of the Issuer.

Section 3.03. Notes are Special Obligations. The Notes shall be special obligations of the Issuer payable as to principal and interest solely from the surplus revenues, letter of credit proceeds, if any, proceeds of the Series 2003A Bonds and proceeds of the Grants. The Notes do not and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions. The general funds of the Issuer are not liable and neither the full faith and credit nor the taxing power, if any, of the Issuer is pledged for the payment of the Notes. The holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth in the Credit Agreement.

Section 3.04. Letters of Credit. As additional security for the Notes, the Issuer may obtain a letter or letters of credit from a bank or banks, pursuant to which such bank or banks would agree to pay the trustee to be appointed by a supplemental resolution, upon presentation by the trustee of certain certificates, the sum or sums set forth therein but not to exceed \$200,000 in the aggregate. In the event of a draw under any such letter of credit, the Issuer shall issue its refunding notes to the bank issuing such letter of credit. Any such letter of credit shall be authorized and shall have such terms as shall be set forth in a resolution supplemental hereto.

ARTICLE IV

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

Section 4.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2003A Bonds, if any, funding the Series 2003A Bonds Reserve Account, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2003A 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 2003A Bonds of the Issuer, in an aggregate principal amount of not more than \$5,307,741. The Series 2003A Bonds shall be issued in one series, to be designated "Sewerage System Revenue Bonds, Series 2003A (West Virginia SRF Program)," and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2003A Bonds remaining after funding of the Series 2003A Bonds Reserve Account (if funded from the Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2003A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 4.02. Terms of Bonds. The Series 2003A Bonds shall be issued in such principal amount; 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 Bond Purchase Agreement. The Series 2003A 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 2003A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2003A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and debt service schedule attached, representing the aggregate principal amount of the Series 2003A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2003A Bonds shall be exchangeable at the option and expense of the Holder for other fully registered 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 or by another resolution of the Issuer. Such Bonds shall be dated as of the date specified in a Supplemental Resolution or by another resolution of the Issuer and shall bear interest, if any, from such date.

Section 4.03. Execution of Bonds. The Series 2003A 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 any of the Series 2003A Bonds shall cease to be such officer of the Issuer before the Series 2003A 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 2003A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2003A 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 4.04. Authentication and Registration. No Series 2003A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 4.09 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2003A 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 4.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2003A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said Series 2003A 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 Bond shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2003A Bonds remain Outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain the books for the registration and transfer of the Series 2003A Bonds.

The registered Series 2003A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2003A Bonds or transferring the registered Series 2003A Bonds are exercised, Series 2003A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2003A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2003A 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 Series 2003A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2003A Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Series 2003A Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 4.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2003A 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 4.07. Bonds not to be Indebtedness of the Issuer. The Series 2003A 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 any of the Series 2003A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2003A Bonds or the interest thereon, if any.

Section 4.08. Bonds Secured by Pledge of Net Revenues; Lien Position With Respect to Prior Bonds. The payment of the debt service of all the Series 2003A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on 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 on and other payments for the Series 2003A Bonds and the Prior Bonds and to make the payments into the Sinking Funds and the Reserve Accounts therein are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2003A Bonds and the Prior Bonds as the same become due.

Section 4.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2003A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2003A 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 2003A 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 2003A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. A certified copy of the Bond Purchase Agreement; and

E. An approving opinion of bond counsel on the Series 2003A Bonds.

Section 4.10. Form of Series 2003A Bonds. The text of the Series 2003A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof;

[Form of Series 2003A Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
NORTH BECKLEY PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND,
SERIES 2003A
(WEST VIRGINIA SRF PROGRAM)

No. AR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That NORTH BECKLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Raleigh 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 on _____, _____, as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference, without interest.

The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 200____, as set forth on Exhibit B attached hereto. 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 SRF Administrative Fee on this Bond are payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of the Registrar (as defined in the hereinafter described Bond Legislation) on the 15th day of the month next preceding a SRF Administrative Fee 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 only be redeemed prior to its stated date of maturity in whole or in part upon the terms and conditions prescribed by, and otherwise in compliance with, the Water Pollution Control Revolving Fund Bond Purchase Agreement among the Issuer, the West Virginia Department of Environmental Protection (the "DEP") and the Authority, dated August 20, 2003.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); (ii) to fund the Series 2003A Bonds Reserve Account; and (iii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities of the Issuer, the Project and any further additions, betterments or improvements thereto

are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Resolution duly adopted by the Issuer on September 24, 2003 and a Supplemental Resolution duly adopted by the Issuer on September 24, 2003 (collectively called 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 securities provided for the Bonds of this Series (the "Bonds") under the Bond Legislation.

THIS BOND IS ISSUED ON PARITY WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999, ISSUED ON JANUARY 28, 1999, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,090,898 (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 the 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 2003A 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 which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2003A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2003A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of _____, Charleston,

West Virginia as registrar (the "Registrar") by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

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

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

IN WITNESS WHEREOF, NORTH BECKLEY 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 _____, 2003.

NORTH BECKLEY PUBLIC
SERVICE DISTRICT

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2003A 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: _____, 2003.

as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>
(1)	\$		(7)	\$
(2)	\$		(8)	\$
(3)	\$		(9)	\$
(4)	\$		(10)	\$
(5)	\$		(11)	\$
(6)	\$		(12)	\$

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 4.11. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement. The Series 2003A Bonds shall be sold to the Authority pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Bond Purchase Agreement in the form attached hereto as "Exhibit B" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Bond Purchase Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby approved.

Section 4.12. Series 2003A Bonds are Issued as Parity Bonds With Respect to Prior Bonds. The Series 2003A Bonds are issued as and shall constitute parity bonds with respect to the Prior Bonds. The Issuer has met the requirements of the Prior Resolution for the issuance of the Series 2003A Bonds on a parity with the Prior Bonds and has received the written consent of the Holder of the Prior Bonds to the issuance of the Series 2003A Bonds on a parity with the Prior Bonds.

Section 4.13. "Filing of Amended Schedule. Within sixty (60) days following the Completion Date, the Issuer will file with the Authority and the DEP a schedule, the form of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funds therefor.

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 created (or continued if established by the Prior Resolution) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

1. Revenue Fund (created or continued by the Prior Resolution);
2. Renewal and Replacement Fund (created or continued by the Prior Resolution);
3. I & I Fund (created or continued by the Prior Resolution); and
4. Series 2003A Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with the Commission (or continued if established by the Prior Resolution):

1. Series 1999 Bonds Sinking Fund (created by the Prior Resolution);
2. Within the Series 1999 Bonds Sinking Fund, the Series 1999 Bonds Reserve Account (created by the Prior Resolution);
3. Series 2003A Bonds Sinking Fund; and
4. Within the Series 2003A Bonds Sinking Fund, the Series 2003A 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.

1. The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

2. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit into the Series 1999 Bonds Sinking Fund the amounts required for the payment of principal of the Prior Bonds in accordance with the Prior Resolution, and (ii) commencing 3 months prior to the first date of payment of principal on the Series 2003A Bonds, for deposit in the Series 2003A Bonds Sinking

Fund, a sum equal to 1/3rd of the amount of principal which will mature and become due on said Series 2003A 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 2003A 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, one month prior to the next quarterly principal payment date, the required amount of principal coming due on such date. The Issuer shall complete the "Monthly Payment Form," the form of which is attached to the Bond Purchase Agreement as Exhibit F, and submit a copy of said form along with a copy of its remittance check to the Authority by the 5th day of such calendar month.

3. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit into the Series 1999 Bonds Reserve Account the amount required by the Prior Resolution to be deposited therein, and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2003A Bonds, if the Series 2003A Bonds Reserve Account is not fully funded upon issuance of the Series 2003A Bonds for deposit in the Series 2003A Bonds Reserve Account, an amount equal to 1/120 of the Series 2003A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2003A 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 2003A Bonds Reserve Requirement.

4. The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month, transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the Prior Resolution and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, 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 Renewal and Replacement Fund.

5. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and deposit into the I&I Fund, all amounts remaining in the Revenue Fund after making the transfers set forth in paragraphs 1 through 4 above, until the sum of \$18,000 has been deposited therein during the then current month. All funds in the I&I Fund shall be kept separate and apart from all other funds of the Issuer and the Depository Bank.

Withdrawals and disbursements from the I&I Fund shall be made by the Issuer only for correcting problems with inflow and infiltration with respect to the System and only in accordance with the applicable orders of the PSC, provided that the I&I Fund shall only be required to be maintained and funded as long as required by the PSC.

Moneys in the Series 2003A Bonds Sinking Fund shall be used only for the purpose of paying principal of and interest, if any, on the Series 2003A Bonds as the same shall

become due. Moneys in the Series 2003A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2003A Bonds, as the same shall come due, when other moneys in the Series 2003A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2003A Bonds Sinking Fund and Series 2003A Bonds Reserve Account (if equal to the Series 2003A Bonds Reserve Requirement) 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 2003A 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 payments, if any, due on the Series 2003A Bonds, and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 2003A Bonds Reserve Account which result in the reduction of the balance of the Series 2003A Bonds Reserve Account below the Series 2003A Bonds Reserve Account 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 2003A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2003A Bonds Sinking Fund, or into the Series 2003A Reserve Account therein when the aggregate amount of funds in said Series 2003A Sinking Fund and Series 2003A Reserve Account are at least equal to the aggregate principal amount of the Series 2003A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest and reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 2003A 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 2003A Bonds Sinking Fund and the Series 2003A Bonds Reserve Account created hereunder, and all amounts required for said fund and account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Series 2003A Bonds Sinking Fund and the Series 2003A Bonds Reserve Account and the payment of the SRF Administrative Fee as set forth in Schedule Y attached to the Bond Purchase Agreement shall be made on the first day of each month, except that when the first day of any month shall be a Saturday, Sunday or legal holiday then such payments shall be made on the next succeeding business day, 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. If required by the Authority in writing at any time, the Issuer shall make the necessary arrangements whereby such payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2003A Bonds Sinking Fund and the Series 2003A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2003A Bonds Sinking Fund, including the Series 2003A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2003A Bonds under the conditions and restrictions hereinafter set forth.

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

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

D. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in all funds and accounts held by the Depository Bank 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.

E. 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.

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

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

H. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2003A 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 any or all of the Series 2003A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2003A Bonds, there shall first be deposited with the Commission in the Series 2003A Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2003A Bonds for the period commencing on the date of issuance of the Series 2003A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2003A Bonds, there shall be deposited with the Commission in the Series 2003A Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 2003A Bonds Reserve Account.

C. Next, from the proceeds of the Series 2003A Bonds, there shall first be credited to the Series 2003A Bonds Construction Trust Fund and then paid any and all the borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

D. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2003A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2003A 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 2003A Bonds.

E. 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 2003A Bonds shall be used to fund the Series 2003A Bonds Reserve Account, if not funded upon issuance of the Series 2003A Bonds, in an amount not to exceed the Series 2003A Bonds Reserve Requirement; provided that in no event shall more than 10% of the proceeds of the Series 2003A Bonds be deposited in the Series 2003A Bonds Reserve Account, and if any such proceeds remain after funding the Series 2003A Bonds Reserve Account, the same shall be expended as directed by the Authority and DEP.

Section 6.02. Disbursements From the Series 2003A Bonds Construction Trust Fund.
On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2003A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2003A Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and DEP of the following:

A. A completed and signed "Payment Requisition Form," the form of which is attached to the Bond Purchase Agreement as Exhibit C in compliance with the construction schedule; and

B. A certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

1. None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
2. Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
3. Each of such costs has been otherwise properly incurred; and
4. Payment for each of the items proposed is then due and owing.

Pending such application, moneys in the Series 2003A 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 2003A 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 2003A 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 said Series 2003A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2003A Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory 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 of the Series 2003A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay said Bonds or the interest thereon, if any.

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 2003A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System, on parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest, if any, on the Series 2003A Bonds and the Prior Bonds and to make the payments into the sinking funds, including the reserve accounts therein, and all other payments provided for in the Bond Legislation and the Prior Resolution are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Series 2003A Bonds and the Prior Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. 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 Bond Purchase Agreement. The schedule of rates and charges for the services and facilities of the System, a copy of which is attached hereto as Exhibit D and incorporated herein and which rates have been approved and are described in the Commission Order of the PSC entered January 22, 1999 in Case No. 97-0129-PSD-CN, are hereby adopted, ratified, approved and affirmed.

So long as any of the Series 2003A 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 Bond Purchase Agreement. In the event the

schedule of rates and charges initially established for the System in connection with the Series 2003A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement, the Issuer hereby covenants and agrees that it will, to the extent and in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

Section 7.05. Sale of the System. So long as any of the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, except as provided in the Prior Resolution. Additionally, except as otherwise required by law or with the written consent of the Authority and the DEP, 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 Prior Bonds and the Series 2003A Bonds, or to effectively defease this Bond Legislation in accordance with Section 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2003A Bonds and Prior Bonds, immediately be remitted to the Commission for deposit in Series 2003A Bonds Sinking Fund and the Prior Bonds Sinking Fund, respectively, pro rata with respect to the principal amounts of the Series 2003A Bonds and the Prior Bonds then outstanding, 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 at maturity of and interest on the Series 2003A Bonds and Prior Bonds. Any balance remaining after the payment of all the Series 2003A Bonds and Prior 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, and subject to the Prior Resolution so long as any of the Prior Bonds remain Outstanding, 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 \$50,000, 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 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 \$50,000 but not in excess of \$200,000, 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 upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$50,000 and not in excess of \$200,000, shall be deposited in the Renewal and Replacement Fund. Such payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the

System shall be made by the Issuer if the proceeds to be derived therefrom, 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 \$200,000 and insufficient to pay all Prior Bonds and the Series 2003A Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of over 50% in amount of the Prior Bonds and Series 2003A Bonds then outstanding and the Consulting Engineers. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Prior Bonds and Series 2003A 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 in Section 7.07, so long as any of the Series 2003A Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2003A Bonds. All obligations issued by the Issuer after the issuance of the Series 2003A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2003A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the sinking funds, reserve accounts and the Renewal and Replacement Fund at the time of the issuance of such subordinate obligations have been made and are current. 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 2003A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2003A Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and DEP 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 any of the Prior Bonds are outstanding, the limitations on the issuance of obligations on a parity with the Prior Bonds set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2003A Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2003A Bonds, and must have the prior written consent of the Authority and the DEP.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the design, construction or acquisition of extensions, improvements or betterments to the System or refunding any outstanding Bonds, 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, 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 the said 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 the revenues of the System is subject to the prior and superior liens of the Series 2003A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally,

as to lien on and source of and security for payment from such revenues, with the Series 2003A 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 and the Prior Resolution with respect to the Series 2003A Bonds and Prior 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 and the DEP, 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 and the DEP 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 and the DEP, 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 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 PSC. 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 and the DEP, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of 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 with respect to said Bonds and the status of all said funds and accounts.

(C) The amount of any Bonds 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 and the Single Audit Act or successor thereto, in effect at the time, to the extent required, and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds, and shall submit said report to the Authority and the DEP, or any other original purchaser of the Bonds, within ninety (90) days of the end of the Fiscal Year. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Bond Purchase Agreement and this Bond Legislation, and that the Issuer's revenues are adequate to meet its operation and maintenance expenses and debt service and reserve requirements.

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

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in Exhibit E of the Bond Purchase Agreement or as promulgated from time to time.

The Issuer shall permit the Authority and the DEP, 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 and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2003A Bonds, equitable rates or charges for the use of and service rendered by the System have been 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 or continued 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 Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2003A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2003A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Series 2003A Bonds Reserve Account and reserve accounts for obligations on a parity with the Series 2003A 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 on the Series 2003A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2003A Bonds, including the Prior Bonds.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. The Issuer, by the unanimous consent and approval of the Governing Body, may amend the budget during the subject Fiscal Year provided that the budget remains balanced after such amendment. If the budget is so amended, a copy of the amended budget shall be submitted to the Authority and the DEP within 15 days of the adoption of such amendment. After the adoption of any such amendment, the budget, as amended, shall be the budget of the Issuer for the balance of the subject Fiscal Year. 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 the Consulting Engineers, 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 the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall, within 30 days of adoption thereof, mail copies of such annual budget, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets, any amendments thereto and resolutions be furnished him or her and shall make available such budgets, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the 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 Bond Purchase Agreement as Exhibit B, and forward a copy of such report to the Authority and the DEP by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate from the Consulting Engineers in the form attached to the Bond Purchase Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the DEP 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 require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Bond Purchase Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the DEP 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 DEP 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 the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed.

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(s) to operate the System so long as the Series 2003A Bonds are Outstanding. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable,

the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the 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 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 any of the Series 2003A 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 said 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 Bond Purchase 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) WORKERS' 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 for 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 workers' 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 DEP. In the event the Bond Purchase 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 interest may appear. The Issuer shall verify such insurance prior to commencement of construction.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house,

dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

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

The Issuer has obtained all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2003A Bonds required by state law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2003A 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 2003A Bonds and shall be for the equal benefit of all Holders of the Series 2003A Bonds, on parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 7.19. Compliance With Bond Purchase Agreement and Law. The Issuer shall perform, satisfy and comply with all terms and conditions of the Bond Purchase Agreement. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with all copies submitted to the Authority.

The Issuer also agrees to comply with the Act and all applicable laws, rules and regulations issued by the Authority, the DEP 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 7.20. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and

customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2003A Bonds or within ten days 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2003A 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 DEP before expending any proceeds of the Series 2003A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP and 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.

Section 7.22. 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 2003A 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 2003A Bonds during the term thereof is, under the terms of the Series 2003A 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 to any 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) that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2003A 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 2003A Bonds during the term thereof is, under the terms of the 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 2003A 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 2003A 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 that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2003A 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 2003A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure that tax-exempt status of the Series 2003A Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2003A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

ARTICLE VIII

INVESTMENT OF FUNDS

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. 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 if reasonably requested by the Issuer), a summary of such funds, accounts, and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2003A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest, if any, on the Series 2003A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate 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 2003A Bonds as a condition of issuance of the Series 2003A 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 2003A Bonds as may be necessary in order to maintain the status of the Series 2003A 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 2003A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2003A 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 DEP, to ensure compliance with the covenants and agreements set forth in this Section 8.02, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation. The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2003A 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 2003A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2003A 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 2003A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2003A 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.
- (4) If default occurs with respect to the Prior Bonds or the Prior Resolution.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any registered Owner of the Series 2003A Bonds may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Holders of the Bonds 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 Holders 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 Holders of the Bonds, provided however, that all rights and remedies of the Holders of the Series 2003A Bonds shall be on a parity with those of the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Holder of the Series 2003A 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 Holder 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 avenues 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 Holder 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 Holders 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 possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Holder of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X
PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 2003A 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 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 2003A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to the issuance of the Series 2003A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following the issuance of the Series 2003A 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 respective rights of Holders of the Bonds shall be made without the consent in writing of the Holders of the Series 2003A 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 respectively pledged therefor without the consent of the respective Holder 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.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Holders of the Series 2003A 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 2003A Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Resolution (so long as the Prior Bonds are Outstanding) the more restrictive provision shall control.

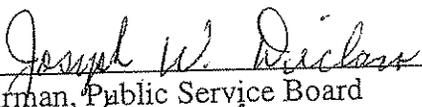
Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular 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 PSC for a Certificate of Convenience and Necessity with respect to the Project, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation within the boundaries of the Issuer, a Class II legal advertisement stating:

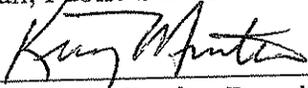
- (a) The maximum amount of the Series 2003A Bonds to be issued;
- (b) The maximum interest rates and terms of the Series 2003A Bonds originally authorized hereby;
- (c) The public service properties to be acquired or constructed and the cost of the same;
- (d) The maximum anticipated rates which will be charged by the Issuer; and
- (e) The date that the formal application for a Certificate of Convenience and Necessity is to be filed with the PSC.

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

Adopted this 24th day of September, 2003.



Chairman, Public Service Board



Member, Public Service Board



Member, Public Service Board

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of NORTH BECKLEY PUBLIC SERVICE DISTRICT on the 24th day of September, 2003.

Dated: September 29, 2003.



Secretary

[SEAL]

EXHIBIT A

DESCRIPTION OF PROJECT

Acquisition and construction of certain upgrades to the North Beckley Public Service District's existing sewerage system, including without limitation, approximately 17.82 miles of gravity sewer lines, 4 pump stations and approximately 1.9 miles of force sewer main to serve customers in Beckley and Stanaford in Raleigh County, West Virginia, and related improvements and appurtenances thereto.

EXHIBIT B

BOND PURCHASE AGREEMENT

EXHIBIT C
CREDIT AGREEMENT

LOAN NUMBER 8116212-0101	LOAN NAME North Beckley Public Service District	ACCT. NUMBER 8116212	NOTE DATE 09/24/03	INITIALS DBE
NOTE AMOUNT \$200,000.00	INDEX (w/Margin) J P Morgan Chase Bank Prime	RATE 4.0%	MATURITY DATE 09/24/04	LOAN PURPOSE Commercial

Creditor Use Only

PROMISSORY NOTE
(Commercial - Revolving Draw - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is September 24, 2003. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
129 Main Street
Beckley, West Virginia 25802
Telephone: (304) 256-7262

BORROWER:

NORTH BECKLEY PUBLIC SERVICE DISTRICT
a Raleigh County, WV Public Service District
122 Clear Water Lane
Beckley, West Virginia 25801-3159

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

E. Percent. Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of \$200,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note matures or this obligation is accelerated.

I may borrow up to the Principal amount more than one time.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request by mail.
- (2) I make a request by fax.

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) Obligatory Advances. You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) Advance Amount. Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) Cut-Off Time. Requests for an advance received before 02:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) Disbursement of Advances. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.
- (6) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.0 percent (Interest Rate) until September 25, 2003, after which time it may change as described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime commercial lending rate announced by J P Morgan Chase Bank Prime.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or

class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change September 25, 2003 and daily thereafter.

(3) Calculation Of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Loan. A(n) Loan fee of \$250.00 payable from separate funds on or before today's date.

I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

6. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

7. **PAYMENT.** I agree to pay this Note on demand, but if no demand is made, I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning December 24, 2003, then on the same day in each 3rd month thereafter. Any payment scheduled for a date falling beyond the last day of the month, will be due on the last day. A final payment of the entire unpaid outstanding balance of Principal and interest will be due September 24, 2004.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is to supplement funding for construction project to extend sewer service to approximately 576 customers in the Oakley Road, Maxwell Hill, and Stanaford areas.

10. **ADDITIONAL TERMS.** This note is subject to the terms and conditions of that certain Commitment Letter dated August 21, 2003.

At the lender's sole option and upon terms and conditions set by you, this note may be renewed or extended from time-to-time.

11. **DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following occur:

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

B. **Insolvency or Bankruptcy.** I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due; or I petition for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or am the subject of a petition or action under such laws and fail to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

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

D. **Other Documents.** A default occurs under the terms of any other transaction document.

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

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

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

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

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

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

K. **Property Value.** The value of the Property declines or is impaired.

L. **Insecurity.** You reasonably believe that you are insecure.

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

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

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

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

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

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

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

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

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

13. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

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

B. Sources. You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

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

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

E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

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

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

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

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

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

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

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

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

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

17. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

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

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

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

21. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

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

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

BORROWER:

North Beckley Public Service District

By Joseph W. DiClaro (Seal)
Joseph W. DiClaro, Chairman

LENDER:

United Bank, Inc.

By Douglas B Ernest (Seal)
Douglas B Ernest, Regional President

EXHIBIT D
RATES AND CHARGES

APPLICABILITY

Applicable in entire territory served

AVAILABILITY

Available for general domestic, commercial and industrial service and for public authorities

(C,A) RATE (Based upon the metered amount of water supplied)

First	2,000 gallons used per month	\$7.26	per 1,000 gallons
Next	23,000 gallons used per month	\$6.24	per 1,000 gallons
All over	25,000 gallons used per month	\$4.17	per 1,000 gallons

(A) MINIMUM BILL

No bill will be rendered for less than \$14.52

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid within 20 days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

WATER DISCONNECTION - RECONNECTION FEES

Whenever water service has been disconnected for non-payment of sewer bills, a disconnection fee of \$7.50 shall be charged.

Whenever water service which has been previously disconnected or otherwise withheld for non-payment of sewer bills is reconnected, a fee of \$7.50 shall be charged.

SEWER CONNECTION CHARGE

Sewer connection fee to tap to main is \$300.00

(N) INCREMENTAL COST OF WASTEWATER TREATED

\$1.69 per 1,000 gallons. 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 is used to calculate consumption above the customer's historical average usage.

- (A) Indicates advance
- (C) Indicates change
- (N) Indicates new

LOAN NUMBER 8116212-0101	LOAN NAME North Beckley Public Service District	ACCT. NUMBER 8116212	NOTE DATE 09/24/03	INITIALS DBE
NOTE AMOUNT \$200,000.00	INDEX (w/Margin) J P Morgan Chase Bank Prime	RATE 4.0%	MATURITY DATE 09/24/04	LOAN PURPOSE Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Revolving Draw - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is September 24, 2003. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
129 Main Street
Beckley, West Virginia 25802
Telephone: (304) 256-7262

BORROWER:

NORTH BECKLEY PUBLIC SERVICE DISTRICT
a Raleigh County, WV Public Service District
122 Clear Water Lane
Beckley, West Virginia 25801-3159

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- E. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of \$200,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note matures or this obligation is accelerated.

I may borrow up to the Principal amount more than one time.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

- A. **Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request by mail.
- (2) I make a request by fax.

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) **Cut-Off Time.** Requests for an advance received before 02:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.
- (6) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.0 percent (Interest Rate) until September 25, 2003, after which time it may change as described in the Variable Rate subsection.

- A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.
- D. **Accrual.** During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.
- E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

- (1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime commercial lending rate announced by J P Morgan Chase Bank Prime.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or

class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change September 25, 2003 and daily thereafter.

(3) Calculation Of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Loan. A(n) Loan fee of \$250.00 payable from separate funds on or before today's date.

I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

6. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

7. **PAYMENT.** I agree to pay this Note on demand, but if no demand is made, I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning December 24, 2003, then on the same day in each 3rd month thereafter. Any payment scheduled for a date falling beyond the last day of the month, will be due on the last day. A final payment of the entire unpaid outstanding balance of Principal and interest will be due September 24, 2004.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is to supplement funding for construction project to extend sewer service to approximately 576 customers in the Oakley Road, Maxwell Hill, and Stanaford areas.

10. **ADDITIONAL TERMS.** This note is subject to the terms and conditions of that certain Commitment Letter dated August 21, 2003.

At the lender's sole option and upon terms and conditions set by you, this note may be renewed or extended from time-to-time.

11. **DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following occur:

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

B. **Insolvency or Bankruptcy.** I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due; or I petition for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or am the subject of a petition or action under such laws and fail to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

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

D. **Other Documents.** A default occurs under the terms of any other transaction document.

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

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

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

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

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

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

K. **Property Value.** The value of the Property declines or is impaired.

L. **Insecurity.** You reasonably believe that you are insecure.

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

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

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

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

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

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

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

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

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

13. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

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

B. Sources. You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

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

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

E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

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

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

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

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

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

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

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

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

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

17. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

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

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

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

21. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

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

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

BORROWER:

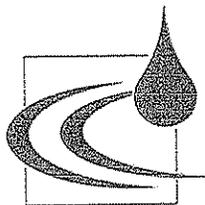
North Beckley Public Service District

By Joseph W. DiClaro (Seal)
Joseph W. DiClaro, Chairman

LENDER:

United Bank, Inc.

By Douglas B Ernest (Seal)
Douglas B Ernest, Regional President



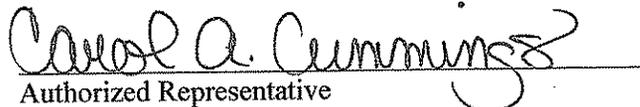
WEST VIRGINIA
Water Development Authority
Celebrating 35 Years of Service 1974 - 2009

October 29, 2009

North Beckley Public Service District
Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

TO WHOM IT MAY CONCERN:

In reliance upon a certificate of Griffith & Associates, PLLC, independent certified public accountants, and an opinion of Steptoe & Johnson PLLC, as bond counsel, stating that the coverage and parity requirements have been met, the undersigned duly authorized representative for the West Virginia Water Development Authority, the present holder of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA) (collectively, the "Series 2009 Bonds"), in the respective principal amounts of \$4,544,324 and \$2,415,521, by North Beckley Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2009 Bonds on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's (i) Sewerage System Revenue Bonds, Series 1999 (West Virginia SRF Program), dated January 28, 1999, issued in the original aggregate principal amount of \$8,090,898 (the "Series 1999 Bonds") and (ii) Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated September 29, 2003, issued in the original aggregate principal amount of \$5,307,741 (the "Series 2003 A Bonds") (collectively, the "Prior Bonds").


Authorized Representative

662490.00002

CH5218346.1

180 Association Drive, Charleston, WV 25311-1217
phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org

36



**STEP TOE &
JOHNSON**
P.L.L.C.
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: October 29, 2009

Re: North Beckley Public Service District,
122 Clear Water Lane, Beckley, WV 25801
Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), and
Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA)

1. DISBURSEMENTS TO THE NORTH BECKLEY PUBLIC SERVICE DISTRICT

- A. Payor: West Virginia Department of Environmental Protection
 Source: Series 2009 A Bonds Proceeds
 Amount: \$91,955
 Form: Wire
 Payee: North Beckley Public Service District
 ABA #: 051900395
 Account #: 0069823904
 Bank: United Bank, Inc.
 Contact: Michael Farris, 304.256.7293
 Account: Series 2009 A Bonds Construction Trust Fund
- B. Payor: West Virginia Department of Environmental Protection
 Source: Series 2009 B Bonds Proceeds
 Amount: \$165,103
 Form: Wire
 Payee: North Beckley Public Service District
 ABA #: 051900395
 Account #: 0069823904
 Bank: United Bank, Inc.
 Contact: Michael Farris, 304.256.7293
 Account: Series 2009 B Bonds Construction Trust Fund

2. **DISBURSEMENTS TO UNITED BANK, INC.**

A. Payor: West Virginia Department of Environmental Protection
Source: Series 2009 A Bonds Proceeds
Amount: \$159,521
Form: Wire
Payee: North Beckley Public Service District
ABA #: 051900395
Account #: 8116212-0101
Bank: United Bank, Inc.
Contact: Mallory McCombs, 304.256.7302
Purpose: Pay in full the United Bank Note

3. **DISBURSEMENTS TO THE MUNICIPAL BOND COMMISSION**

A. Payor: West Virginia Department of Environmental Protection
Source: Sewer Revenue Bonds, Series 2009 A
Amount: \$17,870
Form: Wire Transfer
Payee: North Beckley Public Service District
Bank: BB&T for benefit of Municipal Bond Commission
Contact: Sara Boardman, 304.558.3971
Acct. No.: 5270517317
ABA: 051503394
Account: Series 2009 A Reserve Account

Note: The Municipal Bond Commission will transfer excess funds of the Issuer in the amount of \$133,610 for a total of \$151,480 in the Series 2009 A Bonds Reserve Account.

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 10/29/09 Time 1:30 LGA North Beckley Program CWSRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Carol Cummings	WDA	558-3612	558-0819	ccummings@wvwda.org
Ryan White	Jackson Kelly	304-340-1283	304-340-1283	rwhite@jacksonkelly.com
Rose Brodersen	WV DEP	304-926-0499 x160f	304-926-0499	Rosalie.M.Brodersen@wv.gov
John Stump	Stapone & Johnson PLLC	304-353-8196	304-353-8181	john.stump@stapone-johnson.com

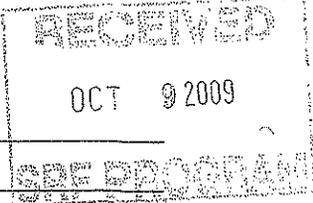
The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Donna Sawyers Telephone 304-253-2191 E-Mail dsawyers@esudden@kmail.com

Address 122 Clear Water Lane, Beckley, WV 25801

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

DEP PAYMENT REQUISITION FORM



Rev 04/07/09

1. LOAN RECIPIENT/VENDOR: SRF #: C-544157-03
NAME: North Beckley Public Service District INVOICE NUMBER: #1
ADDRESS: 122 Clear Water Lane PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)
Beckley, WV 25801 FROM: (MO/DAY/YR) TO: (MO/DAY/YR)
FEIN: 55-0477675 6/1/2006 9/30/2009
DUNS: 088907035 % of PHYSICAL CONSTRUCTION COMPLETION NA

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY	
					SRF	ARRA
1) CONSTRUCTION	\$ 5,593,705			\$ -		
2) ELECTRICAL SERVICE	\$ 10,181			\$ -		
3) ENGINEERING						
a. Planning				\$ -		
b. Design	\$ 175,000		\$ 175,000	\$ 175,000	40,000	135,000
c. Const Basic	\$ 250,000			\$ -		
d. Spec Services	\$ 170,000		\$ 27,500	\$ 27,500	27,500	
e. Inspection	\$ 185,000			\$ -		
4) a. Legal	\$ 8,689		\$ 5,765	\$ 5,765	5,765	
b. Accountant	\$ 10,000		\$ 9,694	\$ 9,694	9,694	
5) PERMITS / ROW NEG.	\$ 3,769		\$ 1,345	\$ 1,345	1,345	
6) ADMINISTRATIVE	\$ 69,000		\$ 14,603	\$ 14,603	4,000	10,603
7) CONTINGENCY	\$ 283,959			\$ -		
8) LOAN REPAYMENT	\$ 163,172		\$ 163,172	\$ 163,172	163,172	
9) RESERVE FUND	\$ 17,870		\$ 17,870	\$ 17,870	17,870	
10) CLOSING COSTS	\$ 19,500		\$ 19,500	\$ 19,500		19,500
11) SUBTOTAL	\$ 6,959,845		\$ 434,449	\$ 434,449	269,346	165,103
12) LESS PREVIOUSLY PAID				-00	-00	-00
13) INVOICE AMOUNT				434,449	269,346	165,103

14) Joe DiClaro 10-8-09 LeAnn Croy 10/7/09
 AUTHORIZED SIGNATURE DATE PERSON PREPARING FORM SIGNATURE DATE
 Joe DiClaro, Chairman LeAnn Croy, Region I PDC, Project Coordinator
 TYPED OR PRINTED NAME AND TITLE TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:
 THIS REQUEST APPROVED BY: Carrie J. ... 10/13/09 R. ... 10/15/09
 PROJECT REVIEWER DATE AUTHORIZED OFFICER DATE

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

RECEIPT OF PAYMENT OF UNITED BANK NOTE

The undersigned duly authorized representative of United Bank, Inc., Beckley, West Virginia (the "Bank"), the Holder of the North Beckley Public Service District United Bank Note, dated September 24, 2003 issued in the original aggregate principal amount of \$200,000 (the "United Bank Note") hereby certifies and declares that on October 29, 2009, the Bank received from the North Beckley Public Service District (the "Issuer") the sum of \$159,521 and that such sum is sufficient to pay in full the entire outstanding principal of and all accrued interest on the United Bank Note to the date hereof and to discharge all liens, pledges and encumbrances securing the United Bank Note.

Dated this 29th day of October, 2009.

UNITED BANK, INC.

By: 
Its: Authorized Officer

10.14.09
662490.00002

SWEEP RESOLUTION

North Beckley Public Service District

WHEREAS, North Beckley 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 or will make monthly debt service payments on and transfers reserve funds for 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 finds 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 funds transfer with the State Treasurer sweeping the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on and reserve funds for the Bonds, as set forth in Exhibit A, shall be made to the MBC by an electronic transfer, to the extent funds are available, by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Chairman, Secretary and Treasurer 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 8th day of October, 2009.



Chairman

NORTH BECKLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2009 A
(West Virginia SRF Program) and
Sewer Revenue Bonds, Series 2009 B
(West Virginia SRF Program/ARRA)

DIRECTION TO TRANSFER FUNDS

Sara Boardman
West Virginia Municipal
Bond Commission
Charleston, West Virginia

Ms. Boardman:

On this 29th day of October, 2009, you are hereby requested and authorized to transfer excess funds of North Beckley Public Service District in the amount of \$133,610 to the North Beckley Public Service District Series 2009 A Bonds Reserve Account.

NORTH BECKLEY PUBLIC SERVICE DISTRICT

By: Joe DiLano
Its: Chairman

10.16.09
662490.00002