

OAKVALE ROAD PUBLIC SERVICE DISTRICT

**Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)**

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OAKVALE ROAD PUBLIC SERVICE DISTRICT

**WATER REVENUE BONDS, SERIES 1999 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND RESOLUTION

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OAKVALE ROAD PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF OAKVALE ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,268,489 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF OAKVALE ROAD 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"), supplemental to the Prior Resolution (as hereinafter defined), is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. Oakvale Road Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain improvements and extensions to the existing public waterworks facilities of the Issuer, consisting of a water storage tank, waterlines, valves, hydrants, air release, vacuum valves, service lines, meter settings and booster station, together with all appurtenant facilities (collectively, the "Project") (the existing public waterworks facilities, 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 intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than \$1,268,489 (the "Series 1999 A Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 1999 A 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; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1999 A 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 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 1999 A Bonds be sold to the Authority pursuant to the terms and provisions of the loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 1999 A Bonds as to liens, pledge and source of and security for payment, being the Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), dated December 4, 1996, issued in the original aggregate principal amount of \$12,700,000 (the "Prior Bonds").

The Series 1999 A 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 1999 A Bonds, the Issuer will obtain the written consent of the Holders of the Prior Bonds to the issuance of the Series 1999 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

The Issuer has heretofore temporarily financed a portion of the costs of acquisition and construction of the Project with proceeds of its Waterworks Facilities Bond and Grant Anticipation Notes, Series 1999 A, dated January 26, 1999, issued in the original principal amount of \$1,500,000 (the "Notes"). The Issuer intends to pay a portion of the outstanding principal of and interest accrued on the Notes with a portion of the proceeds of the Series 1996 Bonds and the Series 1999 A Bonds. The Notes are not payable from Net Revenues of the System.

H. The Issuer will receive all of its revenues under and pursuant to an Agreement, dated May 8, 1995, as amended (the "Agreement"), by and between the Issuer and the West Virginia-American Water Company (the "Company"), which Agreement has been approved by the Public Service Commission of West Virginia. The revenues to be paid by the Company to the Issuer under the Agreement will be sufficient to pay all costs of operation and maintenance of the System, to pay the principal of and interest on the Series 1999 A Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. In lieu of funding a debt service reserve account, the Company will provide a Letter of Credit in the amount of \$110,216, for the benefit of the Authority, to be drawn upon in the event that at any time payments under the Agreement are inadequate to provide funds for the Issuer to make all payments required hereunder. In the event the Company will not provide a Letter of Credit, the Issuer shall obtain a Letter of Credit or fund a debt service reserve account.

J. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 1999 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 1999 A Bonds or such final order will not be subject to appeal or rehearing.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1999 A 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 1999 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Agreement" means initially, the Agreement, dated May 8, 1995, by and between the Issuer and the Company, as it may be amended from time to time, or any subsequent replacement or renewal Agreement, as approved by the Public Service Commission of West Virginia.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1999 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

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

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

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

"Bonds" means, collectively, the Series 1999 A 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 1999 A Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1999 A Bonds from the Authority.

"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.

"Company" means the West Virginia-American Water Company, a West Virginia corporation.

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

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

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

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

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

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

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

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

"Grants" means all moneys 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. The initial Gross Revenues anticipated to be received by the Issuer will be limited to the amounts payable by the Company to the Issuer under the Agreement.

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

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

"Issuer" means Oakvale Road Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Letter of Credit" means initially, the Letter of Credit in the stated amount of \$110,216, from One Valley Bank, National Association, Charleston, West Virginia, for the benefit of the Authority, and any subsequent replacement or renewal Letter of Credit.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 1999 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 1999 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

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

"Notes" means the Issuer's Waterworks Facilities Bond and Grant Anticipation Notes, Series 1999 A, dated January 26, 1999, issued in the original principal amount of \$1,500,000.

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

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond or Prior Bond cancelled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds, for the payment of which moneys, equal to its principal amount and redemption premium,

if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders, or holders of Prior Bonds, any Bonds or Prior 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 1999 A Bonds in the Supplemental Resolution.

"Prior Bonds" means the Issuer's Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), described in Section 1.02G hereof.

"Prior Resolution" means, collectively, the resolution of the Issuer duly adopted December 4, 1996, as supplemented by the supplemental resolution of the Issuer duly adopted December 4, 1996, 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 Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; and

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

"Registrar" means the Bond Registrar.

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

"Revenue Fund" means the Revenue Fund established by the Prior Resolution and continued hereby.

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

"Series 1999 A Bonds" means the Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 1999 A Bonds Construction Trust Fund" means the Series 1999 A Bond Construction Trust Fund established by Section 5.01 hereof.

"Series 1999 A Bonds Sinking Fund" means the Series 1999 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Series 1999 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 1999 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 1999 A Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, any reserve account which may hereafter be established.

"System" means the existing waterworks system of the Issuer, as expanded and improved by the Project, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks system from any sources whatsoever.

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

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

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project.

There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of \$1,592,739, 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 A 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, compatible with the financing plan submitted to the Authority and the Council.

The cost of the Project is estimated to be \$1,592,739, of which \$1,268,489 will be obtained from proceeds of the Series 1999 A Bonds and \$324,250 will be obtained from the remaining proceeds of the Series 1996 Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 1999 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 1999 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 1999 A Bonds of the Issuer. The Series 1999 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund)," in the principal amount of not more than \$1,268,489, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1999 A Bonds remaining after capitalizing interest on the Series 1999 A Bonds, if any, shall be deposited in or credited to the Series 1999 A Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 1999 A Bonds shall be issued in such principal amounts; shall bear interest at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 1999 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 1999 A 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 A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1999 A Bonds. The Series 1999 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 1999 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 1999 A Bonds shall cease to be such officer of the Issuer before the Series 1999 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 1999 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 1999 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1999 A 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 1999 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 1999 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 1999 A 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 1999 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 1999 A Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 1999 A 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 1999 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 1999 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 1999 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service of the Series 1999 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on such Net Revenues in favor of the Holder 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 1999 A 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 1999 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1999 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 1999 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 1999 A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement;

E. A copy of the Agreement;

F. A copy of the Letter of Credit; and

G. The unqualified approving opinion of bond counsel on the Series 1999 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 1999 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
OAKVALE ROAD PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 1999 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-_____

\$_____

KNOW ALL MEN BY THESE PRESENTS: That OAKVALE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties 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, _____, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said EXHIBIT B. The interest shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and

conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 199__.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 199____, and a Supplemental Resolution duly adopted by the Issuer on _____, 199____ (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 WATER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 4, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$12,700,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, unexpended proceeds of the Bonds and proceeds of the Letter of Credit (as defined in the Bond Legislation). Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, unexpended proceeds of the Bonds and proceeds of the Letter of Credit. Pursuant to the Bond Legislation and as long as the Agreement (as defined in the Bond Legislation) is in place, 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 100% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds. The

Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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 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, OAKVALE ROAD 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 _____, 199__.

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1999 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: _____, 199____.

ONE VALLEY BANK, NATIONAL
ASSOCIATION, as Registrar

Authorized Officer

(Form of)

EXHIBIT A
RECORD OF ADVANCES

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

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 1999 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

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 Council a schedule in substantially the form attached to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund (established by the Prior Resolution);
- and
- (2) Series 1999 A Bonds Construction Trust Fund.

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

- (1) Series 1996 Bonds Sinking Fund (established by the Prior Resolution);
- (2) Series 1999 A Bonds Sinking Fund; and
- (3) Series 1999 A Bonds Reserve Account (to be funded from proceeds of the Letter of Credit in the event it is drawn).

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 in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

- (1) The Issuer shall first, each month, pay from the Revenue Fund all Operating Expenses of the System not otherwise paid by the Company pursuant to the Agreement.

(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 in the Series 1996 Bonds Sinking Fund, the amounts required by the Prior Resolution to pay the interest on and the principal of the Prior Bonds; (ii) commencing 3 months prior to the first date of payment of interest on the Series 1999 A Bonds, for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 1999 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 1999 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1999 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date; and (iii) commencing 3 months prior to the first date of payment of principal of the Series 1999 A Bonds, for deposit in the Series 1999 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1999 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 1999 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.

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

(4) So long as the Letter of Credit is in place, no debt service reserve account shall be required for the Series 1999 A Bonds. However, in the event the Letter of Credit is terminated or the amount payable thereunder is reduced, the Issuer shall be required to establish the Series 1999 A Bonds Reserve Account for the Series 1999 A Bonds, in compliance with the requirements of the Loan Agreement, unless waived by the Council.

(5) So long as the Letter of Credit is in place, no renewal and replacement fund shall be required for the Series 1999 A Bonds. However, in the event the Letter of Credit is terminated or the amount payable thereunder is reduced, the Issuer shall be required to establish a Renewal and Replacement Fund for the Series 1999 A Bonds, in compliance with the requirements of the Loan Agreement, unless waived by the Council.

Moneys in the Series 1999 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 1999 A Bonds, as the same shall become due.

All investment earnings on moneys in the Series 1999 A Bonds Sinking Fund 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 1999 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 1999 A Bonds and then to the next ensuing principal payment due thereon.

As and when additional Bonds ranking on a parity with the Series 1999 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional parity Bonds.

The Issuer shall not be required to make any further payments into the Series 1999 A Bonds Sinking Fund when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1999 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 1999 A Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1999 A Bonds Sinking Fund created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 1999 A Bonds Sinking Fund shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1999 A Bonds Sinking Fund shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1999 A Bonds Outstanding under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 1999 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement for the Series 1999 A Bonds, 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 Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 1999 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1999 A Bonds, there shall first be deposited with the Commission in the Series 1999 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 1999 A Bonds for the period commencing on the date of issuance of the Series 1999 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1999 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 1999 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 1999 A Bonds.

C. 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 A Bonds shall be applied as directed by the Council.

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

Except as provided in Section 6.01 hereof, disbursements from the Series 1999 A Bonds Construction Trust Fund (except for the costs of issuance of the Series 1999 A Bonds which shall be made upon request of the Issuer) shall be made only after submission to, and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

- (a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
- (b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

- (c) Each of such costs has been otherwise properly incurred; and
- (d) Payment for each of the items proposed is then due and owing.

Pending such application, moneys in the Series 1999 A 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 1999 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 1999 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 1999 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1999 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 1999 A Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 1999 A Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service of the Series 1999 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on such Net Revenues in favor of the Holder of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest on the Series 1999 A Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The 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 Final Order of the Public Service Commission of West Virginia entered February 5, 1996, in Case No. 94-0098-W-PWD-PC-CN.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, or any part thereof, except as provided in the Prior Resolution. Additionally, so long as the Series 1999 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or

other disposition of the System shall, with respect to the Series 1999 A Bonds, immediately be remitted to the Commission for deposit in the Series 1999 A Bonds Sinking Fund, and, with the written permission of the Authority and the Council, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 1999 A Bonds. Any balance remaining after the payment of the Series 1999 A Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, 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 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 Revenue Fund or if the Renewal and Replacement Fund is created hereunder, then 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, in writing, determine upon consultation with a professional engineer that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$50,000 and not in excess of \$200,000, shall, with the consent of the Council and the Authority, be remitted to the Commission for deposit in the Sinking Funds. Payment of such proceeds into the Sinking Funds, the Revenue Fund or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such funds 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 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 1999 A Bonds. All obligations issued by the Issuer after the issuance of the Series 1999 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 1999 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 1999 A 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 1999 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. Additionally, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1999 A Bonds, except with the prior written consent of the Authority and the Council (unless less restrictive than the provisions of the Prior Resolution).

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1999 A Bonds.

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

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 theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and

security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on revenues of the System is subject to the prior and superior liens of the Series 1999 A 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 1999 A Bonds.

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

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

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

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

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

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 1999 A Bonds, and shall mail in each year to any Holder or Holders of the Series 1999 A Bonds and the Consulting Engineer, requesting the same, an annual report containing the following:

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 1999 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 1999 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

Section 7.09. Rates. Prior to the issuance of the Series 1999 A 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 100% of the maximum amount required in any year for payment of principal of and interest on the Series 1999 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1999 A Bonds, including the Prior Bonds. In the event the Agreement is no longer in place, the Issuer shall comply with the requirements of Section 4.1(b)(ii) of the Loan Agreement. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the Council and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the Council and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 15th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

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

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 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 to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

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

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 1999 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

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

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

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

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

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

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

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer

shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.17. Completion, Operation and Maintenance of Project; Permits and Orders. The Issuer shall complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The Issuer shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 1999 A Bonds are outstanding. To the extent maintenance is done by the Company, the Issuer shall enforce the provisions of the Agreement to fulfil compliance with this covenant.

The Issuer shall 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 A 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 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holder of the Prior Bonds.

Section 7.19. Compliance with Loan Agreement and Law. The Issuer shall comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the Council with copies of all documents submitted to the Authority.

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

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

Section 7.21. Contracts. A. The Issuer shall, simultaneously with the delivery of the Series 1999 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 1999 A Bonds held in "contingency" as set forth in the schedule attached to the Loan Agreement. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 1999 A Bonds made available due to bid or construction or project underruns.

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 shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 1999 A Bonds are Outstanding.

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 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 1999 A 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 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1999 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond; or

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

(4) If 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 a Series 1999 A Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 1999 A Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Series 1999 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 1999 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holder of the Series 1999 A Bonds shall be on a parity with the Holder of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Series 1999 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 Series 1999 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 Series 1999 A Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

Whenever all that is due upon the Series 1999 A Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

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

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Series 1999 A 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 1999 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of 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 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 1999 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1999 A 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 1999 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 1999 A 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 Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 1999 A 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 Registered Owners of the Series 1999 A 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 A Bonds.

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

Section 11.05. Notices. All notices to be sent to the Issuer, the Company, the Authority or the Council shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed as follows:

ISSUER:

Oakvale Road Public Service District
Post Office Box 1061
Athens Road
Princeton, West Virginia 24740
Attention: Manager

COMPANY:

West Virginia-American Water Company
P. O. Box 1906
Charleston, West Virginia 25327-1906
Attention: President

AUTHORITY:

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

COUNCIL:

West Virginia Infrastructure Council
980 One Valley Square
Charleston, West Virginia 25301
Attention: Executive Secretary

All notices to be sent to the Issuer hereunder shall also be sent to the Company, and all notices to be sent to the Council hereunder, shall also be sent to the Authority.

Section 11.06. Conflicting Provisions Repealed; Prior Resolution. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Resolution, the Prior Resolution shall control, unless less restrictive, so long as the Prior Bonds are outstanding.

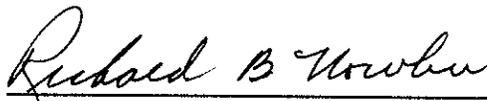
Section 11.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular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

were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

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

Adopted this 20th day of April, 1999.


Chairman


Member

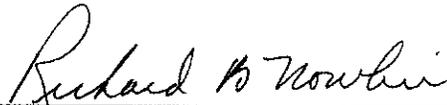
Member

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of OAKVALE ROAD PUBLIC SERVICE DISTRICT on the 20th day of April, 1999.

Dated: April 23, 1999.

[SEAL]


Secretary

04/19/99
667990/98001

EXHIBIT A

Loan Agreement included in bond transcript as Document 3.

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF OAKVALE ROAD PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; APPROVING A LETTER OF CREDIT TO ADDITIONALLY SECURE THE BONDS; 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 Oakvale Road Public Service District (the "Issuer"), has duly and officially adopted a bond resolution, effective April 20, 1999 (the "Resolution") entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF OAKVALE ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,268,489 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA

INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Resolution provides for the issuance of Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), of the Issuer, in the aggregate principal amount not to exceed \$1,268,489 (the "Bonds" or the "Series 1999 A Bonds"), and has authorized the execution and delivery of the loan agreement relating to the Bonds (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Resolution it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Loan Agreement and the Letter of Credit have been presented to the Issuer at this meeting;

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and entered into by the Issuer, that the Letter of Credit be approved,

that the exact principal amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates and the sale price of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF OAKVALE ROAD PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$1,268,489. The Series 1999 A Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2039, and shall bear interest at the rate of 3% per annum. The principal of and interest on the Series 1999 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, and ending March 1, 2039, and in the amounts as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 1999 A Bonds. The Series 1999 A Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Series 1999 A Bonds.

Section 2. All other provisions relating to the Bonds and the text of the Bonds shall be in substantially the form provided in the 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 of the Loan Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon; provided that, the proceeds of the Bonds will be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby approve the Letter of Credit and the issuance of the Letter of Credit in lieu of a funded debt service reserve account for the Bonds, and hereby agrees that the Authority may hereafter require that a debt service reserve account be established and funded in the event the Letter of Credit is reduced or terminated.

Section 5. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Resolution and does approve and accept the Registrar's

Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, 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 6. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds under the Resolution.

Section 7. The Issuer does hereby appoint and designate One Valley Bank of Mercer County, Inc., Princeton, West Virginia, to serve as Depository Bank under the Resolution.

Section 8. Series 1999 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1999 A Bonds Sinking Fund as capitalized interest.

Section 9. The balance of the proceeds of the Series 1999 A Bonds shall be deposited in the Series 1999 A Bonds Construction Trust Fund as received from time to time for payment of Costs of the Project, including, without limitation, costs of issuance of the Series 1999 A Bonds.

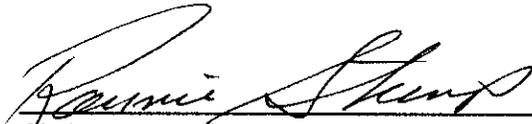
Section 10. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds hereby and by the Resolution approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about April 23, 1999.

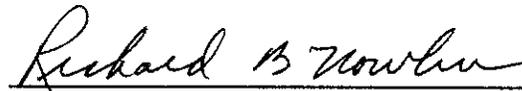
Section 11. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the 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 by the Issuer. Moneys in the Series 1999 A Bonds Sinking Fund shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

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

Adopted this 20th day of April, 1999.


Chairman


Member

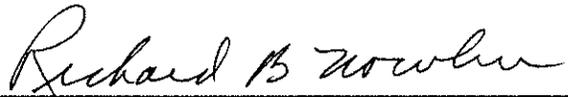
Member

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of OAKVALE ROAD PUBLIC SERVICE DISTRICT on the 20th day of April, 1999.

Dated: April 23, 1999.

[SEAL]


Secretary

03/22/99
667990/98001

LOAN AGREEMENT

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

OAKVALE ROAD PUBLIC SERVICE DISTRICT

WITNESSETH:

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

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

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

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

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, who shall not be a regular, full-time employee of the State or any of its agencies, commissions or political sub-divisions, and designated in the Application and any qualified successor thereto; provided, however, when a Loan is made for a Project financed, in part, by the Office of Abandoned Mine Lands, "Consulting Engineers" shall mean the West Virginia Division of Environmental Protection, or any successor thereto.

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

2.4 The Governmental Agency agrees that the Authority and its duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Governmental Agency further agrees that the Authority and its duly authorized agents and representatives shall, prior to, at 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 with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority, acting by and through its Director or his duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority 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 Governmental Agency agrees that it will permit the Authority and its agents and representatives to have access to the records of the Governmental Agency pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operation thereof or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and

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

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

2.10 The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained to operate the System during the entire term of this Loan Agreement.

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

2.12 The Governmental Agency, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy by the 15th of each month to the Authority and Council.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") 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 shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local

counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

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

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

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

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the

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

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule

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

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

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the gross or net revenues from the System, as more fully set forth in Schedules X and Y attached hereto;

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

amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

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

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

(v) That the Governmental Agency shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, based upon the rates, Operating Expenses and customer usage on the date of closing, 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; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

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

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

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

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

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

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority, which report shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Loan Agreement and that the Governmental Agency's revenues are adequate to meet its operation and maintenance expenses and debt service requirements;

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

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

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

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

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

(xviii) That the Governmental Agency shall have obtained the certificate of the Consulting Engineer in the form attached to the Loan Application, 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, the Project is adequate for the purposes for which it was designed and the funding plan as submitted to the Authority is sufficient to pay the costs of acquisition and construction of the Project;

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

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

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

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

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such

reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority and the Council.

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

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

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

4.6 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the State's general obligation bonds unless otherwise agreed to by the Council.

ARTICLE V

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

5.1 The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Governmental Agency hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System, as 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 minimum sums set forth in the Local Act, the Governmental Agency hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section 4.6 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

6.4 The Governmental Agency hereby agrees to give the Authority prior written notice of the issuance by it of any other obligations to be used for the Project, payable

from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

7.6 This Loan Agreement merges and 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.

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

7.8 This Loan Agreement shall terminate upon the earlier of:

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

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

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

OAKVALE ROAD PUBLIC SERVICE DISTRICT

(SEAL)

By: *Ronnie Stewart*
Chairman

Attest:

Date: April 23, 1999

Richard B Nowlin
Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: *Daniel B. Lyankash*
Director

Attest:

Date: April 23, 1999

Barbara B Meadnes
Secretary-Treasurer

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the acquisition and construction of _____ to the _____ system, as set forth in the plans and specifications approved by [DEP/BPH/PSC] (herein called 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 meanings set forth in the _____ [passed/adopted] by the Issuer on _____, _____, and the Loan Agreement by and [between/among] the Issuer, the West Virginia Water Development Authority (the "Authority"), [and the West Virginia Division of Environmental Protection ("DEP"), the Bureau of Public Health ("BPH") or the West Virginia Infrastructure and Jobs Development Council ("IC")] dated _____.

2. The Bonds are being issued for the purposes of _____

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 as described in the plans and specifications approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, [the _____] 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/B]n and my firm¹ has ascertained that all successful bidder(s) 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 bidder(s) received any and all addenda to the original bid documents; (v) the bid documents reflect the Project as approved by the [DEP/BPH] and the bid form(s) provided to the bidders contain the central operational components of the Project; (vi) the successful bid(s) include prices for every item on such bid form(s); (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof, ²the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b) (ii) of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by [DEP/BPH/PSC]; and (xi) attached hereto as Exhibit A is the final amended "Schedule [A/B] - Total Cost of Project and Sources of Funds" for the Project.

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

[SEAL]

By: _____

West Virginia License No. _____

137660

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

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

EXHIBIT B

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
c/o West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement dated _____, 19__, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Governmental Agency, dated _____, 19__ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of \$_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest and principal payable in installments on September 1, December 1, March 1 and June 1 of each year, beginning _____, at the rate as set forth in Exhibit A incorporated in and made a part of the Bonds.

The Local Bonds are issued for the purpose of _____ and 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 enacted by the Governmental Agency on _____ (the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement that has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

3. The Governmental Agency is a duly organized and presently existing _____, with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Loan Agreement and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Governmental Agency has legally and effectively enacted the Local Act and all other necessary _____ in connection with the issuance and sale of the Local Bonds. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

5. The Local Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the [net] revenues of the System referred to in the Local Act and secured by a [first] lien on and pledge of the [net] revenues of said System, all in accordance with the terms of the Local Bonds and the Local Act, and have been duly issued and delivered to the Authority.

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

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

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

Very truly yours,

EXHIBIT C

Monthly Financial Report

[Name of Governmental Agency]

[Name of Bond Issue]

Fiscal Year - ____

Report Month: _____

	<u>CURRENT</u>	<u>YEAR TO</u>	<u>BUDGET YEAR</u>	
	<u>MONTH</u>	<u>DATE</u>	<u>TO DATE</u>	<u>DIFFERENCE</u>
1. Gross Revenues Collected				
2. Operation and Maintenance Expense				
3. Other Bond Debt Payments (including Reserve Fund deposits)				
4. Bond Payments (include Reserve Fund deposits)				
5. Renewal and Replacement Fund Deposit				
6. Funds available for capital construction				

Witnesseth my signature this ___ day of ____, 19__.

[Name of Governmental Agency]

By: _____
Authorized Officer

CHASFS3:58465

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	\$1,268,489
Purchase Price of Bonds	\$1,268,489

Principal and interest on the Bonds is payable quarterly, commencing March 1, 2000 to and including March 1, 2039, at a rate of 3% per annum. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1, as set forth on Schedule Y attached hereto and incorporated herein by reference. The Bonds shall be issued on a parity with the Governmental Agency's Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), dated December 4, 1996.

The Governmental Agency shall submit its payments monthly to the West Virginia Municipal Bond Commission which will make quarterly payments to the West Virginia Water Development Authority at such address as is given to the West Virginia Municipal Bond Commission in writing by the Authority.

The Bonds will be fully registered in the name of the West Virginia Water Development Authority as to principal and interest and such Bonds shall grant the Authority a first lien on the net revenues of the Governmental Agency's system.

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

SCHEDULE Y

Oakvale Road Public Service District, WV
Infrastructure Fund (Series 1996 B) Loan
\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/1999	-	-	-	-
9/01/1999	-	-	-	-
12/01/1999	-	-	-	-
3/01/2000	4,262.00	3.000%	9,513.67	13,775.67
6/01/2000	4,294.00	3.000%	9,481.70	13,775.70
9/01/2000	4,327.00	3.000%	9,449.50	13,776.50
12/01/2000	4,359.00	3.000%	9,417.05	13,776.05
3/01/2001	4,392.00	3.000%	9,384.35	13,776.35
6/01/2001	4,425.00	3.000%	9,351.41	13,776.41
9/01/2001	4,458.00	3.000%	9,318.23	13,776.23
12/01/2001	4,491.00	3.000%	9,284.79	13,775.79
3/01/2002	4,525.00	3.000%	9,251.11	13,776.11
6/01/2002	4,559.00	3.000%	9,217.17	13,776.17
9/01/2002	4,593.00	3.000%	9,182.98	13,775.98
12/01/2002	4,627.00	3.000%	9,148.53	13,775.53
3/01/2003	4,662.00	3.000%	9,113.83	13,775.83
6/01/2003	4,697.00	3.000%	9,078.86	13,775.86
9/01/2003	4,732.00	3.000%	9,043.64	13,775.64
12/01/2003	4,768.00	3.000%	9,008.15	13,776.15
3/01/2004	4,804.00	3.000%	8,972.39	13,776.39
6/01/2004	4,840.00	3.000%	8,936.36	13,776.36
9/01/2004	4,876.00	3.000%	8,900.06	13,776.06
12/01/2004	4,913.00	3.000%	8,863.49	13,776.49
3/01/2005	4,949.00	3.000%	8,826.64	13,775.64
6/01/2005	4,987.00	3.000%	8,789.52	13,776.52
9/01/2005	5,024.00	3.000%	8,752.12	13,776.12
12/01/2005	5,062.00	3.000%	8,714.44	13,776.44
3/01/2006	5,100.00	3.000%	8,676.47	13,776.47
6/01/2006	5,138.00	3.000%	8,638.22	13,776.22
9/01/2006	5,176.00	3.000%	8,599.69	13,775.69
12/01/2006	5,215.00	3.000%	8,560.87	13,775.87
3/01/2007	5,254.00	3.000%	8,521.76	13,775.76
6/01/2007	5,294.00	3.000%	8,482.35	13,776.35
9/01/2007	5,333.00	3.000%	8,442.65	13,775.65
12/01/2007	5,373.00	3.000%	8,402.65	13,775.65
3/01/2008	5,414.00	3.000%	8,362.35	13,776.35
6/01/2008	5,454.00	3.000%	8,321.75	13,775.75
9/01/2008	5,495.00	3.000%	8,280.84	13,775.84
12/01/2008	5,536.00	3.000%	8,239.63	13,775.63
3/01/2009	5,578.00	3.000%	8,198.11	13,776.11
6/01/2009	5,620.00	3.000%	8,156.27	13,776.27
9/01/2009	5,662.00	3.000%	8,114.12	13,776.12
12/01/2009	5,704.00	3.000%	8,071.66	13,775.66
3/01/2010	5,747.00	3.000%	8,028.88	13,775.88
6/01/2010	5,790.00	3.000%	7,985.78	13,775.78
9/01/2010	5,834.00	3.000%	7,942.35	13,776.35
12/01/2010	5,877.00	3.000%	7,898.60	13,775.60

Oakvale Road Public Service District, WV
Infrastructure Fund (Series 1996 B) Loan
\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
3/01/2011	5,922.00	3.000%	7,854.52	13,776.52
6/01/2011	5,966.00	3.000%	7,810.10	13,776.10
9/01/2011	6,011.00	3.000%	7,765.36	13,776.36
12/01/2011	6,056.00	3.000%	7,720.28	13,776.28
3/01/2012	6,101.00	3.000%	7,674.86	13,775.86
6/01/2012	6,147.00	3.000%	7,629.10	13,776.10
9/01/2012	6,193.00	3.000%	7,583.00	13,776.00
12/01/2012	6,239.00	3.000%	7,536.55	13,775.55
3/01/2013	6,286.00	3.000%	7,489.76	13,775.76
6/01/2013	6,333.00	3.000%	7,442.61	13,775.61
9/01/2013	6,381.00	3.000%	7,395.11	13,776.11
12/01/2013	6,429.00	3.000%	7,347.26	13,776.26
3/01/2014	6,477.00	3.000%	7,299.04	13,776.04
6/01/2014	6,526.00	3.000%	7,250.46	13,776.46
9/01/2014	6,575.00	3.000%	7,201.52	13,776.52
12/01/2014	6,624.00	3.000%	7,152.20	13,776.20
3/01/2015	6,674.00	3.000%	7,102.52	13,776.52
6/01/2015	6,724.00	3.000%	7,052.47	13,776.47
9/01/2015	6,774.00	3.000%	7,002.04	13,776.04
12/01/2015	6,825.00	3.000%	6,951.23	13,776.23
3/01/2016	6,876.00	3.000%	6,900.05	13,776.05
6/01/2016	6,928.00	3.000%	6,848.48	13,776.48
9/01/2016	6,979.00	3.000%	6,796.52	13,775.52
12/01/2016	7,032.00	3.000%	6,744.17	13,776.17
3/01/2017	7,085.00	3.000%	6,691.43	13,776.43
6/01/2017	7,138.00	3.000%	6,638.30	13,776.30
9/01/2017	7,191.00	3.000%	6,584.76	13,775.76
12/01/2017	7,245.00	3.000%	6,530.83	13,775.83
3/01/2018	7,300.00	3.000%	6,476.49	13,776.49
6/01/2018	7,354.00	3.000%	6,421.74	13,775.74
9/01/2018	7,409.00	3.000%	6,366.59	13,775.59
12/01/2018	7,465.00	3.000%	6,311.02	13,776.02
3/01/2019	7,521.00	3.000%	6,255.03	13,776.03
6/01/2019	7,577.00	3.000%	6,198.62	13,775.62
9/01/2019	7,634.00	3.000%	6,141.80	13,775.80
12/01/2019	7,691.00	3.000%	6,084.54	13,775.54
3/01/2020	7,749.00	3.000%	6,026.86	13,775.86
6/01/2020	7,807.00	3.000%	5,968.74	13,775.74
9/01/2020	7,866.00	3.000%	5,910.19	13,776.19
12/01/2020	7,925.00	3.000%	5,851.19	13,776.19
3/01/2021	7,984.00	3.000%	5,791.76	13,775.76
6/01/2021	8,044.00	3.000%	5,731.88	13,775.88
9/01/2021	8,104.00	3.000%	5,671.55	13,775.55
12/01/2021	8,165.00	3.000%	5,610.77	13,775.77
3/01/2022	8,227.00	3.000%	5,549.53	13,776.53
6/01/2022	8,288.00	3.000%	5,487.83	13,775.83
9/01/2022	8,350.00	3.000%	5,425.67	13,775.67

Oakvale Road Public Service District, WV

Infrastructure Fund (Series 1996 B) Loan

\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+i
12/01/2022	8,413.00	3.000%	5,363.04	13,776.04
3/01/2023	8,476.00	3.000%	5,299.94	13,775.94
6/01/2023	8,540.00	3.000%	5,236.37	13,776.37
9/01/2023	8,604.00	3.000%	5,172.32	13,776.32
12/01/2023	8,668.00	3.000%	5,107.79	13,775.79
3/01/2024	8,733.00	3.000%	5,042.78	13,775.78
6/01/2024	8,799.00	3.000%	4,977.29	13,776.29
9/01/2024	8,865.00	3.000%	4,911.29	13,776.29
12/01/2024	8,931.00	3.000%	4,844.81	13,775.81
3/01/2025	8,998.00	3.000%	4,777.82	13,775.82
6/01/2025	9,066.00	3.000%	4,710.34	13,776.34
9/01/2025	9,134.00	3.000%	4,642.34	13,776.34
12/01/2025	9,202.00	3.000%	4,573.84	13,775.84
3/01/2026	9,271.00	3.000%	4,504.82	13,775.82
6/01/2026	9,341.00	3.000%	4,435.29	13,776.29
9/01/2026	9,411.00	3.000%	4,365.23	13,776.23
12/01/2026	9,481.00	3.000%	4,294.65	13,775.65
3/01/2027	9,552.00	3.000%	4,223.54	13,775.54
6/01/2027	9,624.00	3.000%	4,151.90	13,775.90
9/01/2027	9,696.00	3.000%	4,079.72	13,775.72
12/01/2027	9,769.00	3.000%	4,007.00	13,776.00
3/01/2028	9,842.00	3.000%	3,933.74	13,775.74
6/01/2028	9,916.00	3.000%	3,859.92	13,775.92
9/01/2028	9,990.00	3.000%	3,785.55	13,775.55
12/01/2028	10,065.00	3.000%	3,710.63	13,775.63
3/01/2029	10,141.00	3.000%	3,635.14	13,776.14
6/01/2029	10,217.00	3.000%	3,559.08	13,776.08
9/01/2029	10,294.00	3.000%	3,482.45	13,776.45
12/01/2029	10,371.00	3.000%	3,405.25	13,776.25
3/01/2030	10,449.00	3.000%	3,327.47	13,776.47
6/01/2030	10,527.00	3.000%	3,249.10	13,776.10
9/01/2030	10,606.00	3.000%	3,170.15	13,776.15
12/01/2030	10,685.00	3.000%	3,090.60	13,775.60
3/01/2031	10,766.00	3.000%	3,010.46	13,776.46
6/01/2031	10,846.00	3.000%	2,929.72	13,775.72
9/01/2031	10,928.00	3.000%	2,848.37	13,776.37
12/01/2031	11,010.00	3.000%	2,766.41	13,776.41
3/01/2032	11,092.00	3.000%	2,683.84	13,775.84
6/01/2032	11,175.00	3.000%	2,600.65	13,775.65
9/01/2032	11,259.00	3.000%	2,516.84	13,775.84
12/01/2032	11,344.00	3.000%	2,432.39	13,776.39
3/01/2033	11,429.00	3.000%	2,347.31	13,776.31
6/01/2033	11,514.00	3.000%	2,261.60	13,775.60
9/01/2033	11,601.00	3.000%	2,175.24	13,776.24
12/01/2033	11,688.00	3.000%	2,088.23	13,776.23
3/01/2034	11,775.00	3.000%	2,000.57	13,775.57
6/01/2034	11,864.00	3.000%	1,912.26	13,776.26

Oakvale Road Public Service District, WV

Infrastructure Fund (Series 1996 B) Loan

\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
9/01/2034	11,953.00	3.000%	1,823.28	13,776.28
12/01/2034	12,042.00	3.000%	1,733.63	13,775.63
3/01/2035	12,133.00	3.000%	1,643.32	13,776.32
6/01/2035	12,224.00	3.000%	1,552.32	13,776.32
9/01/2035	12,315.00	3.000%	1,460.64	13,775.64
12/01/2035	12,408.00	3.000%	1,368.28	13,776.28
3/01/2036	12,501.00	3.000%	1,275.22	13,776.22
6/01/2036	12,595.00	3.000%	1,181.46	13,776.46
9/01/2036	12,689.00	3.000%	1,087.00	13,776.00
12/01/2036	12,784.00	3.000%	991.83	13,775.83
3/01/2037	12,880.00	3.000%	895.95	13,775.95
6/01/2037	12,977.00	3.000%	799.35	13,776.35
9/01/2037	13,074.00	3.000%	702.02	13,776.02
12/01/2037	13,172.00	3.000%	603.97	13,775.97
3/01/2038	13,271.00	3.000%	505.18	13,776.18
6/01/2038	13,370.00	3.000%	405.65	13,775.65
9/01/2038	13,471.00	3.000%	305.37	13,776.37
12/01/2038	13,572.00	3.000%	204.34	13,776.34
3/01/2039	13,673.00	3.000%	102.55	13,775.55
Total	1,268,489.00	-	894,347.77	2,162,836.77

YIELD STATISTICS

Accrued Interest from 04/23/1999 to 04/23/1999.....	(32,557.88)
Bond Year Dollars.....	\$30,579.73
Average Life.....	24.107 Years
Average Coupon.....	2.9246428%

Net Interest Cost (NIC).....	2.9246428%
True Interest Cost (TIC).....	3.0596532%
Bond Yield for Arbitrage Purposes.....	3.0596532%
All Inclusive Cost (AIC).....	3.0596532%

IRS FORM 8038

Net Interest Cost.....	3.0311117%
Weighted Average Maturity.....	24.107 Years

SCHEDULE Z

Oakyale Road Public Service District

Modifications and Additional Comments

1. A letter of credit from a commercial bank for the benefit of the Authority in an amount equal to two (2) years debt service shall be a substitute for the debt service reserve requirement and the renewal and replacement fund requirement in Sections 4.1(a)(ii) and (iii) and 4.1 (b)(ii) of the Loan Agreement.
2. As long as the Agreement, dated May 8, 1995, as amended, between the Governmental Agency and West Virginia-American Water Company is in effect, the rate coverage provision of Section 4.1(b)(ii) of the Loan Agreement shall be waived.



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 28th day of October, 1994.

CASE NO. 94-0098-W-PWD-PC-CN

WEST VIRGINIA AMERICAN WATER COMPANY;
THE COUNTY COMMISSION OF MERCER COUNTY;
THE COUNTY COMMISSION OF SUMMERS COUNTY;
THE CITY OF HINTON, WEST VIRGINIA; THE
CITY OF PRINCETON, WEST VIRGINIA; and
OAKVALE ROAD PUBLIC SERVICE DISTRICT.

Application for a certificate of convenience and necessity to construct a new treatment plant and for approval of operating agreement incidental thereto.

COMMISSION ORDER

On February 14, 1994, West Virginia-American Water Company (Company), the Mercer County Commission (Mercer County), the Summers County Commission (Summers County), the City of Hinton (Hinton), the City of Princeton (Princeton), and Oakvale Road Public Service District (District), filed with the Commission a joint application for a certificate of convenience and necessity for the construction of certain water treatment transmission, distribution and storage facilities to provide potable water to currently unserved areas and to improve water service to other residents. The applicants also filed a joint petition for the Commission's consent and approval of an agreement between the Company and the District. It requested ratemaking approval of rates described in that agreement and the joint application.

A hearing was held on the matter on October 13, 1994 with the Company, the District, Staff and the Consumer Advocate Division (CAD) participating. The proposed project includes two phases with an originally estimated total cost of approximately \$23,954,000. Only issues relating to Phase I are currently before the Commission. Under Phase I of the project, the Company will construct a raw water intake structure, related raw water line, a 5 million gallon a day

¹On October 26, 1994, the Company indicated to the Commission that project estimates had to be substantially increased because bids on the Company's portion of the project came in \$12,100,000 over estimates. The Company continues to support the project despite the large unexpected increase in project costs. Staff and CAD have likewise indicated that they have not changed their positions as a result of the increase.

(MGD) treatment plant, and the necessary piping to provide service to Hinton, Princeton, Pipestem State Park and unserved areas along the transmission mains. The District will construct transmission and distribution lines through its territory and a 500,000 gallon storage tank. Phase I construction will enable the Company and the District to serve approximately 600 customers who are not currently receiving water service. Phase II of the project involves the installation by the District of additional distribution mains to serve approximately an additional 705 customers.

There is little dispute as to the issue of need. The project will provide a large source of potable water for Mercer and Summer Counties and provide service for a significant number of unserved customers. The treatment plant is designed to be expandable to treat up to 15 MGD. The source of raw water will also accommodate that volume of water. The plant will provide a basis for future expansion of water service in the area. The project will allow the Company to forego major renovations of its Hinton and Princeton treatment plants which are nearly one hundred years old and in need of extensive upgrades. The project will supply additional water for the Pipestem resort which is currently unable to further expand due to limitations of available potable water. We believe that the parties have demonstrated a need for Phase I of the proposed project.

In the application, the Company requested special rate treatment for the project. Staff, CAD and the Company underwent significant negotiations concerning the proposed special rate treatment. The parties compromised and entered into a partial joint stipulation which addressed certain ratemaking issues. The parties presented the stipulation to the Commission for review on May 31, 1994. The Commission, on June 29, 1994, ordered the Company to publish relevant facts about the proposed stipulation in all the counties where the Company operates. Only one individual filed a letter of protest concerning the stipulation. The Commission ordered the parties to provide supporting testimony for the stipulation at hearing. The stipulation allows the Company to implement two rate surcharges to include in rates the impact of the Company's construction expenditures. The stipulation establishes a certain procedural mechanism to allow Staff, CAD and Commission review and involvement in determining the exact amount of a proper surcharge. We believe that the special rate treatment, as outlined in the stipulation, is appropriate because of the unusual scope and complexity of the project. We believe that, under the circumstances in this case, that the rate treatment is reasonable and in the public interest. By approving this particular rate treatment, we are not intending to modify the Commission's approach to traditional ratemaking. It is just that this particular project justifies a different ratemaking treatment. We will accordingly adopt and approve the partial stipulation filed by the parties on May 31, 1994.

Also at issue in this proceeding is a special surcharge which the Applicants propose to charge the new District customers served by the project. The surcharge (which is estimated to be about \$10 a month for an average customer) will be used to pay off the loan the District needs to complete the project. Other than the approximate \$1.5 million loan, the District is constructing its facilities with grant money. Staff argues that the Company should pick up the \$1.5 million and collect it from all of its ratepayers. The Company argues that its average investment per new customer should not exceed \$1,500 which is its current imbedded average investment per customer. It argues that other similar private-public projects throughout the state have used similar surcharges which have been approved by the Commission. It argues that its current customer base should not be used as a tool for future development and expansion of water service to new unserved areas. Finally, it argues that there has not been a complaint by the new customers at issue regarding the surcharge. We believe that the proposed surcharge is a reasonable and necessary method of financing the money needed to complete the project. The Company is already investing well over the \$1,500 per anticipated new customer.² The \$1,500,000 funding gap occurred on the public side of the project with the District needing to borrow additional funds to complete its portion of the project. The new District customers are the persons which most directly benefit from the District's portion of the project. It is reasonable to apply a surcharge upon their bills to complete the funding. We believe that the amount of the surcharge must be reasonable. The estimated monthly surcharge for the average user (4,500 gallons a month) is ten dollars. We believe that a ten dollar monthly surcharge is reasonable and justified in this case.³ We note that none of the prospective new customers have complained about the proposal surcharge. We are concerned that the exact amount of the surcharge cannot yet be determined because the project is in too preliminary a stage. An average surcharge of ten dollars a month is acceptable. A much higher surcharge may not be acceptable. We will accordingly approve the surcharge as a necessary and reasonable part of this project. We will, however, condition the issuance of any certificate upon the average monthly surcharge being ten dollars or less.

²The Company's investment per new customer appeared to be in the \$1,500 range until the recent increase in the cost of the project as a result of the receipt of bids. Now the Company's investment per new customer is well over the \$1,500 range.

³We are less than comfortable with any surcharge. If the parties are able to devise some mechanism to reduce this surcharge or even eliminate it by finding an additional source of public funding, the Commission would welcome such a change.

The Staff also challenges whether the District's certificate case is ready to be properly considered. Many of the District's plans and specifications are simply not yet available. Staff fears that customers may be inappropriately removed from the project if yet another financial gap appears. The District has failed to take action to cause its boundaries to be increased. At least one of the District's small cities block grants has not yet been filed with the Commission. The District has only recently converted its filing from a pre-filing to an actual certificate case. The District failed to make the necessary publication in accordance with the W.Va. Code §24-2-11 until the week of hearing. The Code provision provides for a thirty day period for protests after publication. That period will not even expire until after the statutory deadline in the Company's case. The Staff has moved the Commission to bifurcate the proceeding in order to consider the District's case at a later date. The Company has opposed the motion to bifurcate arguing that the project is a single project which must be decided together and that the District's portion of the project is fairly routine as far as the engineering issues go. There is much merit to the Staff's motion. The District's case is premature for a complete examination. We are nevertheless willing to issue both certificates. However, given the state of the District's case and the record, we are obligated to put certain conditions on the District's certificate. The District's certificate is contingent upon the following:

- a) proper enlargement of District boundaries;
- b) the ultimate surcharge for District customers must not exceed ten dollars a month for the average residential user;
- c) the District must file with the Commission its commitment of funding including all grants;
- d) the District and Company must file with the Commission all necessary permits;
- e) bids for the District's portion of the project must not exceed \$5,000,000;
- f) Commission review and approval of detailed final plans and specifications for all transmission and distribution lines; and
- g) the absence of any substantial protests received within thirty days of publication by the District of its notice as required by W.Va. Code §24-2-11.

The Commission is willing to issue the conditional certificate because we are convinced that the project as described by the parties is in the public interest. We are also reluctant to delay approval of the certificates. However, it is critical that the parties fulfill the conditions required to finalize the certificate. The Commission has a statutory obligation to review a sufficient amount of information to protect the public interest.

We believe that the Company has presented enough information to justify issuing its certificate. However, since the project is a single project with the utility of each portion of the project dependant upon the whole, we believe that the Company's certificate must be contingent upon the District's fulfilling the conditions placed upon the District's certificate'.

The parties have also offered a joint operating agreement for Commission approval. The agreement calls for the Company to operate, maintain, repair and replace the equipment the District builds and owns related to the project. The Company in return will collect from the District customers the same rates it would collect as if the District customers were Company customers (in addition to the surcharge discussed above). The agreement is similar to other joint operating agreements the Commission has approved for the Company in other projects. The joint operating agreement should be approved.

FINDINGS OF FACT

1. On February 14, 1994, West Virginia-American Water Company, Mercer County, Summers County, Hinton, Princeton, and Oakvale Road Public Service District, filed with the Commission a joint application for a certificate of convenience and necessity for the construction of certain water treatment transmission, distribution and storage facilities to provide potable water to currently unserved areas and to improve water service to other residents.

2. The applicants also filed a joint petition for the Commission's consent and approval of an agreement between the

We note that in these public-private partnerships that the projects depend on both the private and public entities developing their cases on the same schedule. Given that W.Va. Water has much more experience in developing and presenting a legally sufficient certificate case, it seems appropriate to the Commission for W.Va. Water to offer assistance to its partners in properly developing their portions of the case. It may be that in this case had the Company provided more assistance to the District that the District's case would have been ready for complete Commission review.

Company and the District. It requested ratemaking approval of rates described in that agreement and the joint application.

3. A hearing was held on the matter on October 13, 1994 with the Company, the District, Staff and the CAD participating.

4. The proposed project includes two phases with an originally estimated total cost of approximately \$23,954,000.

5. On October 26, 1994, the Company filed documents indicating that total estimated cost for the project had increased \$12,100,000 because the bids were substantially over estimates.

6. The Company has indicated that it still supports the project despite the increase costs.

7. Staff and CAD have indicated that the increased costs have not resulted in a change in their position.

8. Under Phase I of the project, the Company will construct a raw water intake structure, related raw water line, a 5 MGD treatment plant, and the necessary piping to provide service to Hinton, Princeton, Pipestem State Park and unserved areas along the transmission mains.

9. The District will construct transmission and distribution lines through its territory and a 500,000 gallon storage tank.

10. Phase I construction will enable the Company and the District to serve approximately six hundred customers who are not currently receiving water service.

11. The project will provide a large source of potable water for Mercer and Summer Counties and provide service for a significant number of unserved customers.

12. The treatment plant is designed to be expandable to treat up to 15 MGD. The source of raw water will also accommodate that volume of water.

13. The plant will provide a basis for future expansion of water service in the area.

14. The project will allow the Company to forego major renovations of its Hinton and Princeton treatment plants which are nearly one hundred years old and in need of extensive upgrades.

15. The project will supply additional water for the Pipestem resort.

16. In the application, the Company requested special rate treatment for the project.

17. Staff, CAD and the Company entered a joint stipulation concerning special rate treatment for the project and submitted it for Commission approval on May 31, 1994.

18. The Commission, on June 29, 1994, ordered the Company to publish relevant facts about the proposed stipulation in all the counties where the Company operates.

19. Only one individual filed a letter of protest concerning the stipulation.

20. The stipulation allows the Company to implement two rate surcharges to include in rates the impact of the Company's construction expenditures.

21. The stipulation establishes a certain procedural mechanism to allow Staff, CAD and Commission review and involvement in determining the exact amount of a proper surcharge.

22. The Applicants have also proposed to charge a special surcharge to the new District customers.

23. The surcharge (which is estimated to be about \$10 a month for an average customer) will be used to pay off the loan the District needs to complete the project.

24. The Company is investing well over \$1,500 per anticipated new customer in the project.

25. The funding gap occurred on the public side of the project with the District needing to borrow additional funds to complete its portion of the project.

26. The new District customers are the persons which most directly benefit from the District's portion of the project.

27. The estimated monthly surcharge for the average user (4,500 gallons a month) is ten dollars.

28. None of the prospective new customers have complained about the proposal surcharge.

29. Many of the District's plans and specifications are simply not yet available.

30. The District has failed to take action to cause its boundaries to be increased.

31. At least one of the District's small cities block grants has not yet been filed with the Commission.

32. The District has only recently converted its filing from a prefiling to an actual certificate case.

33. The District failed to make the necessary publication in accordance with the W.Va. Code §24-2-11 until the week of hearing.

34. The protest period as provided by W.Va. Code §24-2-11 will not even expire until after the statutory deadline in the Company's case.

35. The parties have also offered a joint operating agreement for Commission approval.

36. The agreement calls for the Company to operate, maintain, repair and replace the equipment the District builds and owns related to the project.

37. The Company in return will collect from the District customers the same rates it would collect as if the District customers were Company customers (in addition to the surcharge discussed above).

38. The agreement is similar to other joint operating agreements the Commission has approved for the Company in other projects.

39. The joint operating agreement should be approved.

CONCLUSIONS OF LAW

1. The applicant's have demonstrated a need for Phase I of the proposed project.

2. The special rate treatment, as outlined in the stipulation, is appropriate because of the unusual scope and complexity of the project.

3. By approving this particular rate treatment, we are not intending to modify the Commission's approach to traditional ratemaking.

4. The partial stipulation filed by the parties on May 31, 1994 should be approved.

5. We believe that the proposed surcharge for District customers is a reasonable and necessary method of financing the money needed to complete the project.

6. The amount of the surcharge must be reasonable.

7. We believe that a ten dollar monthly surcharge is reasonable and justified in this case.

8. Given that the exact amount of the surcharge for District customers cannot yet be determined, the issuance of the certificate should be conditioned upon the average monthly surcharge being ten dollars or less.

9. W.Va. Code §24-2-11 provides for a thirty day period for protests after publication.

10. The District's case is premature for a complete examination at this time and can only be issued with certain conditions which result in additional Commission review of the project.

11. We believe that a conditional certificate should be issued to the District. Given the state of the District's case and the record, we are obligated to put certain conditions on the District's certificate. The District's certificate is contingent upon the following:

- a) proper enlargement of District boundaries;
- b) the ultimate surcharge for District customers not exceeding fifteen dollars a month for the average residential user (4,500 gallons a month);
- c) the District filing with the Commission its commitment of funding including all grants;
- d) the District and Company filing with the Commission all necessary permits;
- e) bids for the District's portion of the project not exceeding \$5,000,000;
- f) Commission review and approval of detailed final plans and specifications for all transmission and distribution lines; and
- g) the absence of any substantial protests received within thirty days of publication by the District of its notice as required by W.Va. Code §24-2-11.

12. A conditional certificate should be issued to the Company. Since the project is a single project with the utility of each portion of the project dependant upon the whole, we believe that the

Company's certificate must be contingent upon the District's fulfilling the conditions placed upon the District's certificate.

IT IS, THEREFORE, ORDERED that the partial joint stipulation concerning special rate treatment which the parties filed May 31, 1994 is approved and hereby adopted by the Commission.

IT IS FURTHER ORDERED that the District's application for a certificate is granted contingent upon the following conditions:

- a) proper enlargement of District boundaries;
- b) the ultimate surcharge for District customers not exceeding ten dollars a month for the average residential user (4,500 gallons a month);
- c) the District filing with the Commission its commitment of funding including all grants;
- d) the District and Company filing with the Commission all necessary permits;
- e) bids for the District's portion of the project not exceeding \$5,000,000;
- f) Commission review and approval of detailed final plans and specifications for all transmission and distribution lines; and
- g) the absence of any substantial protests received within thirty days of publication by the District of its notice as required by W.Va. Code §24-2-11.

IT IS FURTHER ORDERED that the Company's application for a certificate is hereby granted contingent on the District's fulfilling the conditions placed upon the District's certificate.

IT IS FURTHER ORDERED that the rate treatment discussed in the joint application as amended by the joint stipulation and Commission conditions on the certificate is hereby approved.

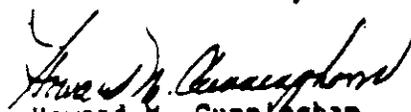
IT IS FURTHER ORDERED that the joint operating agreement offered by the parties is hereby approved.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

ARC

JRS-wpd/940

A True Copy, Teste:


Howard M. Cunningham
Executive Secretary

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 5TH day of February, 1996.

CASE NO. 94-0098-W-PWD-PC-CN

WEST VIRGINIA AMERICAN WATER COMPANY;
THE COUNTY COMMISSION OF MERCER COUNTY;
THE COUNTY COMMISSION OF SUMMERS COUNTY;
THE CITY OF HINTON, WEST VIRGINIA; and
OAKVALE ROAD PUBLIC SERVICE DISTRICT.

Application for a certificate of
convenience and necessity to
construct a new treatment plant
and for approval of operating
agreement incidental thereto.

COMMISSION ORDER

By Commission order entered October 28, 1994, the West Virginia American Water Company (WVAWC) was granted a contingent certificate to construct a raw water intake structure, related raw water line, a 5 mgd treatment plant and necessary lines, including a 24" main transmission line, to provide service to Hinton, Princeton, Pipestem State Park and unserved areas along the transmission mains at a total project cost of approximately \$27 million. The District was granted a contingent certificate to construct certain transmission and distribution lines through its territory and a 500,000 gallon storage tank at a total project cost of approximately \$5 million. The order further permitted the implementation of a surcharge, not to exceed \$10 a month for the average residential user, on the District's customers to be served by the project. Finally, the order adopted a joint stipulation filed by the parties which sets forth a methodology by which WVAWC may implement two rate surcharges to include in its rates the impact of its construction expenditures.

On May 16, 1995, WVAWC and the District filed with the Commission a further amendment and supplement to the Joint Application. On October 20, 1995, WVAWC and the District filed with the Commission a second amendment and supplement to the Joint Application. Through these amendments, the parties requested a reopening of this proceeding to permit modification of the contingent certificates to reflect changes in the division of responsibility of the facilities to be constructed. Generally, WVAWC will now construct the water storage tank and the District will construct and own the 24" transmission line. In addition, the parties requested approval to include the project transmission line. In addition, the parties requested approval to include in the project Phase II construction. These changes result in

modified total estimated project costs of \$23 million for WVAWC and \$21 million for the District. Further, the parties proposed to modify the project to eliminate the surcharge to the District's customers and implement a "joint use fee" to be paid to the District by WVAWC for WVAWC's use of the 24" transmission line. The payments made under the joint use fee will permit the District to meet the debt service related to the project funding. The amendment also requests approval of certain financing alternatives which may affect the incremental rate surcharges to be implemented by WVAWC.

By order entered December 19, 1995, the Commission reopened this proceeding and ordered WVAWC and the District to publish a notice of filing of the amended certificate as a Class I legal advertisement published in Mercer and Summers Counties. On January 2, 1996, WVAWC filed an affidavit reflecting publication of the notice of filing of amended certificate in the Bluefield Daily Telegraph, Mercer County, on December 20 and 26, 1995. On January 12, 1996, WVAWC filed affidavits reflecting publication of the notice of filing of amended certificate in the Hinton News, Summers County, on December 19 and 26, 1995, The Register-Herald, Raleigh County, on December 20 and 27, 1995, and the Princeton Times, Mercer County, on December 28, 1995. The 30 day protest period with regard to Notice expired on January 27, 1996. No protests were received.

On December 20, 1995, WVAWC filed a letter addressed to WVAWC from One Valley Bank (Bank) which reflected the Bank's commitment to provide a loan in an amount of up to \$12,600,000 to the District, to be guaranteed by WVAWC.

On January 16, 1996, WVAWC filed a Joint Stipulation and Agreement for Settlement signed by WVAWC, the District, the Consumer Advocate Division (CAD) and the Staff. The Joint Stipulation discusses, and presents a resolution to, the financing and rate issues existing in this proceeding.

On January 25, 1996, Staff filed a memorandum. Staff argued that the contingent certificate issued by order of October 28, 1994 for Phase I facilities be made final. Staff indicated that WVAWC and the District satisfied all of the requirements in the contingent certificates and that Staff has reviewed the additional information as required by the October 28, 1994 order and found it acceptable. Staff also supports the approval of the proposed modifications to the certificates which reallocate between WVAWC and the District the responsibility for certain construction.

Regarding Phase II of the project, Staff believes that the District's certificate application is incomplete in that it lacks final design plans, specifications and permits. Staff recommends that the certificate for Phase II be contingent on Commission receipt and review of final design plans, specifications and permits.

We have carefully reviewed the January 16, 1996 Joint Stipulation, the January 25, 1996 Staff memorandum and the remaining record. We agree with the Staff recommendations. The contingent certificate issued for Phase I should now be made final as modified to reflect the new responsibility between WVAWC and the District as reflected in the May 16, 1995 and October 20, 1995 filings. A contingent certificate should now issue for Phase II which is contingent upon Commission receipt and review of final design plans, specifications and all regulatory permits. We also agree that the Joint Stipulation submitted on January 16, 1996 by the parties should be approved by the Commission.

FINDINGS OF FACT

1. By order of October 28, 1994, the Commission issued a contingent certificate to WVAWC and the District for Phase I of the project.
2. The conditions on the contingent certificate have been met.
3. On January 16, 1996, the parties filed a Joint Stipulation resolving the remaining issues surrounding the project.
4. The District's certificate filing for Phase II is incomplete in that it lacks final design plans, specifications and all the regulatory permits.

CONCLUSIONS OF LAW

1. The contingent certificate issued by order of October 28, 1994 should be made final as modified to reflect the changes in responsibilities for construction between WVAWC and the District as outlined in the May 16, 1995 and October 20, 1995 filings.
2. The Joint Stipulation filed January 16, 1996 is reasonable and should be approved.
3. The District's certificate filing for Phase II is incomplete in that it lacks final design plans, specifications and all the regulatory permits so a contingent certificate should be issued contingent upon Commission receipt and approval of all final design plans, specifications and all regulatory permits.

ORDER

IT IS, THEREFORE, ORDERED that the contingent certificate issued October 28, 1994 is hereby made final as modified to reflect the changes in responsibilities for construction between WVAWC and the District as outlined in the May 16, 1995 and October 20, 1995 filings.

IT IS FURTHER ORDERED that the Joint Stipulation filed January 16, 1996 (attached) is hereby approved and adopted by the Commission.

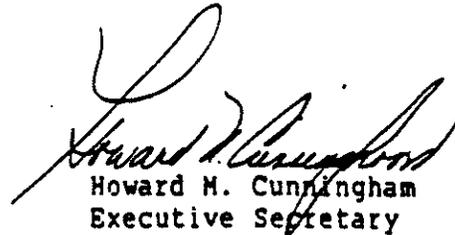
IT IS FURTHER ORDERED that a contingent certificate is hereby granted to the District for Phase II of the project based upon the following conditions:

- a. Commission review and approval of detailed final plans and specifications for all facilities including transmission and distribution lines; and
- b. the District filing with the Commission all necessary permits.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:

ARC
DT/940098.WF


Howard M. Cunningham
Executive Secretary

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 94-0098-W-PWD-PC-CN (Reopened)

WEST VIRGINIA-AMERICAN WATER COMPANY;
THE COUNTY COMMISSION OF MERCER COUNTY;
THE COUNTY COMMISSION OF SUMMERS COUNTY;
THE CITY OF HINTON, WEST VIRGINIA; THE
CITY OF PRINCETON, WEST VIRGINIA; AND
OAKVALE ROAD PUBLIC SERVICE DISTRICT.

Application for Certificates of
Convenience and Necessity to
Construct a New Treatment Plant
and for Approval of Operating
Agreement Incidental thereto.

RECEIVED
PUBLIC SERVICE COMMISSION
MAY 15 1994

JOINT STIPULATION AND
AGREEMENT FOR SETTLEMENT

Pursuant to W. Va. Code § 24-1-9 and Rules 11 and 13.4 of the Commission's Rules and Practice and Procedure, West Virginia-American Water Company ("Company"); Mercer County, West Virginia, a political subdivision of the State of West Virginia, by and through The County Commission of Mercer County, West Virginia, a public corporation; Summers County, West Virginia, a political subdivision of the State of West Virginia, by and through The County Commission of Summers County, West Virginia, a public corporation; the City of Hinton, West Virginia, a municipal corporation; The City of Princeton, West Virginia, a municipal corporation; and the Oakvale Road Public Service District, a public service district created under the provisions of West Virginia § 16-13A-1 et seq. ("District") (collectively the "Joint Applicants"

herein); the Staff of the Public Service Commission of West Virginia ("Staff"); and the Consumer Advocate Division of the Public Service Commission ("CAD") join in this Joint Stipulation and Agreement for Settlement ("Joint Stipulation") and, in support thereof, respectfully represent:

Procedural Background

1. On February 14, 1994, the Joint Applicants filed a Joint Application for the Consent and Approval of the Public Service Commission ("Joint Application") seeking Certificates of Convenience and Necessity for the construction and installation of certain water utility assets, approval of an Operating Agreement between the Company and the District, and approval of the transactions and rate making treatments described in the Joint Application and the Operating Agreement.

2. The Joint Application related principally to the proposed construction by the Company of a new 5 MGD treatment plant and related structures to be located on and near the Bluestone Lake and the construction and installation by the Company and the District of transmission, distribution and storage facilities to be owned by the Company or the District (collectively the "Project") for the purpose of serving the geographic areas described in the Joint Application.

3. Because of the complexity and nature of the specific ratemaking treatment requested by the Company in the Joint Application and because the Company had alleged that the ratemaking treatment was an essential precondition to the commitment of the

Company and the other Joint Applicants in proceeding in the construction contemplated by the Joint Application, the parties held various prehearing conferences to discuss the possibility of resolving the threshold issue of the ratemaking treatment for the Company for the construction contemplated by the Joint Application.

4. As a result of those various prehearing conferences, the Company, the Staff and CAD presented a Partial Joint Stipulation which they believed addressed the ratemaking aspects of the proceeding. The parties filed the Partial Joint Stipulation with the Commission on May 31, 1994, and by Commission Order dated June 29, 1994, the Commission required public notice of the Partial Joint Stipulation and the estimated rate impact of the Partial Joint Stipulation and fixed a hearing on the proposed Partial Joint Stipulation and the related Joint Application. As a result of various subsequent pleadings and Commission Orders entered in this case, the Commission fixed and conducted a hearing on October 13, 1994, on issues related to Phase I of the Project and on the Partial Joint Stipulation.

5. At the hearing the Company indicated that the funding for the Company's share of the Project would come from a combination of internally generated funds, common equity infusion and short term borrowings (pending the issuance of the Company's General Mortgage Bonds) and estimated that the revised cost of the Company's portion of the Project would be approximately \$19.7 million. The Company also indicated that proposed bids on the

Company's portion of the Project would be submitted on or about October 18, 1994, shortly after the completion of the hearing.

6. The Company testified that if the bids submitted on the Project were substantially different from the estimated costs placed in evidence at the October 13, 1994 hearing, the Company would advise the Commission of those revised costs generated as a result of the bid process.

7. By letter dated October 26, 1994, the Company indicated that the bids received on October 18, 1994, for the Company's portion of the Project had originally shown the bid cost of the Bluestone Treatment Plant would be approximately \$31.8 million, but also indicated that the Company had met with the low bidder, its consulting engineers, Company engineers, and American Water Works System staff to attempt to alter or modify the Company's portion of the Project and reduce the cost of the Bluestone Treatment Plant while at the same time maintaining the purpose and scope of the Bluestone Treatment Plant. The Company in the October 26, 1994 letter and related attached Exhibits, indicated that the cost of the Project, based on bids, as modified, would be \$27 million and indicated by attachments and exhibits to that letter the impact on the customers of the ratemaking mechanism recommended in the Partial Joint Stipulation.

8. The Commission by Order dated October 28, 1994:

a. Recited that only issues related to Phase I of the Project were before the Commission, acknowledged receipt of the October 26, 1994, letter and related exhibits from the Company with the higher bid numbers, recited the background leading to the formulation of the Partial Joint Stipulation and the proposed ratemaking mechanism set forth in the Partial

Joint Stipulation, and adopted and approved the Partial Joint Stipulation;

b. Approved a surcharge of no more than \$10 per month as being reasonable, given the overall nature and scope of the Project, but indicated that the Commission was "less than comfortable" with this monthly surcharge and that the Commission would welcome a "mechanism to reduce this surcharge or even eliminate it by finding an additional source of public funding;"

c. Issued conditional Certificates of Convenience and Necessity to the Oakvale Road Public Service District and the Company to construct the portions of the Project detailed in the Order; and

d. Approved the Operating Agreement between the Company and the District.

9. Because of the increased cost of the Project and other changes which occurred after the filing of the Joint Application and the entry of the Commission's Order of October 28, 1994, the Company and the District altered the Project and changed somewhat the responsibilities of the parties for constructing certain portions of the Project. For instance, the Company assumed the responsibility for constructing and owning the 500,000 gallon storage tank originally to be constructed by the District under the Agreement. Further, as originally envisioned, the Company would also have been responsible for constructing a portion of the transmission mains necessary to provide service to the Company's Hinton and Princeton Districts; however, the construction of the transmission mains later became the responsibility of the District. Under the Operating Agreement which was finally executed between the Company and the District, the Company and the District agreed to construct the following facilities at the estimated costs indicated:

WEST VIRGINIA-AMERICAN WATER COMPANY
MERCER/SUMMERS COUNTY WATER SUPPLY PROJECT, BP 94-7

Detailed Cost Estimate

<u>ITEM</u>	<u>ESTIMATE</u>
Construction Contract Dated January 13, 1995 with Welding, Inc., as follows:	
• Approximately 8,000 feet of 20" raw waterline	\$ 860,000
• Approximately 11,400 feet of 8" finished waterline from treatment plant to US Route 20, immediately north of the Bluestone River	\$ 690,000
Construction Contract Dated February 1, 1995 with 3D Enterprises as follows:	
• Treatment plant	\$11,345,000
• Raw water intake and pump station	\$ 4,000,000
• Intermediate pump station	\$ 1,500,000
500,000 gallon water storage tank	\$ 500,000
	<hr/>
Total Construction Cost:	\$18,895,000
ADMINISTRATIVE:	
Design	\$ 1,240,000
Permits	5,000
Land and Legal Fees	220,000
Bidding	13,000
Construction Administration	400,000
Materials Testing	80,000
Resident Observation	205,000
Preliminary Investigations	167,000
Water Company Equipment and Labor	130,000
Builder's Risk Insurance	70,000
Omissions and Contingencies	545,000
Interest	1,030,000
	<hr/>
Total Project Cost West Virginia-American Water Company:	\$23,000,000

OAKVALE ROAD PUBLIC SERVICE DISTRICT
MERCER/SUMMERS COUNTY WATER SUPPLY PROJECT

Detailed Cost Estimate

<u>ITEM</u>	<u>ESTIMATE</u>
24" DI Transmission (114,900 x 72.74)	\$ 8,300,000
8" DI Transmission (16,400 x 33.54)	550,000
8" Distribution (155,200 x 31.80)	4,935,200
6" (61,500 x 25.00)	1,537,500
2" (29,000 x 15.00)	435,000
1" and 3/4" Service Lines (52,000 x 21.00)	1,092,000
Fire Hydrants (200 x 2,000.00)	400,000
Meter Settings (1,300 x 350.00)	<u>455,000</u>
Total Construction Cost:	\$17,704,700
Administration	\$ 229,000
Land/Right-of-Way	190,404
Archeological Survey	80,000
Legal/Accountant	140,000
Engineering - Basic	956,126
Engineering - Inspection	637,798
Engineering - Soils	35,000
Engineering - Special	74,000
Engineering - Record Draw	11,000
Bond Counsel	60,000
Interim Financing	165,000
Contingency, Errors, Etc.	248,782
Cost of Financing	<u>1,218,475</u>
Total Project Cost	
Oakvale Road Public Service District:	\$21,750,285

10. On May 16, 1995, the Company and the District filed a Further Amendment and Supplement to the Joint Application ("Further Joint Application") with the Commission in which the Company and the District (i) provided the final executed copy of the Operating Agreement; (ii) described the status of the Project and changes in the proposed construction of the public and private portions of the Project; and (iii) addressed certain problems confronting the Company and the District in obtaining and

maintaining the original commitments or additional commitments of the various funding agencies for the public portion of the Project. In addition, in the Further Joint Application the Company and the District discussed the efforts to obtain funding by the District under the Infrastructure and Jobs Development Act ("Infrastructure Act") and the steps taken to secure that funding.

11. For instance, on January 25, 1995, the District, with the support and backing of the Company, filed an extensive Funding Application with the Infrastructure Council ("Council") proposing several options to the Council and seeking funding from the Council in order to put in place the last piece of the funding necessary to make the Project financially feasible. A copy of that Funding Application to the Infrastructure Council was incorporated by reference in the Further Joint Application. The Staff and the Commission received a copy of the Funding Application as a result of participating in Council deliberations and meetings.

12. The Company indicated in the Further Joint Application that during the pendency of this proceeding it had continued to examine the cost of constructing the Company's portion of the Project and had bids in hand which would permit the construction of the Bluestone Treatment Plant within the estimated cost of \$23 million and thus make available an income stream through a "Joint Use" payment to the District to service the loans to be obtained by the District to construct its portion of the Project.

13. In the Further Joint Application (see, ¶¶'s 16 through 33 of the Further Joint Application) and in the Funding Application to the Council, the District advanced three different funding scenarios using a "Joint Use" concept previously approved for use by the Company in other cases before the Commission, such as proposals between the Company and the Cumberland Public Service District and the Company and the District.

14. Only Alternatives A and C, which contemplate that all of the transmission pipeline (except for some portion of the lines adjoining the Company's Princeton distribution system near the southern terminus of the Project) would be constructed and owned by the District, permit the construction of the public portion of the Project, yet kept the total rate impact within the total amount of \$3.517 million approved by the Commission in the Order of October 28, 1994 (see, Exhibit 5 to Second Supplement discussed at ¶ 18 below).

15. Under this type of "Joint Use" proposal, the Company, in addition to entering into the other provisions of the general form of Operating Agreement approved by the Commission in its Order of October 28, 1994, would commit as a part of the Operating Agreement with the District to pay the District a certain annual payment for the right to benefit from and use portions of the Project constructed and owned by the District in order to provide service to the Company's customers in Hinton, Princeton and elsewhere under the Project.

16. Payments under this "Joint Use" provision will also provide the District with a source of funds to pay for the cost of certain replacements of facilities on those portions of the Project owned by the District and will enable the District and the Company to eliminate the \$10.00 per month surcharge which the Commission questioned in its Order of October 28, 1994.

17. The proceeds from the Joint Use payment made by the Company to the District will also provide the funds to service a loan from the Infrastructure Council, which loan, along with certain other grants made to the District for the Project as described in the Further Joint Application, will be sufficient to secure and assure the construction of the portion of the Project to be constructed by the District.

18. On October 20, 1995, the Company and the District filed a Second Amendment and Supplement to the Joint Application ("Second Supplement"). The Second Supplement was filed (i) to keep the Commission fully aware of the on-going status of the Project, (ii) to reflect certain interim obstacles to the funding of the Project resulting from judicial challenges to the Infrastructure Improvement Amendment to the Constitution of West Virginia ("Infrastructure Amendment"), and (iii) to provide and discuss the alternative funding scenarios in the light of the judicial challenge to the Infrastructure Amendment or if for some other reason Infrastructure funding would not be available.

19. In the Second Supplement, the Company and District indicated that in all respects the total scope of the Project

remains as described in paragraph 9 above, although the Phase I and Phase II construction scenarios have been combined, and the parties now contemplate completing virtually all of the construction simultaneously, assuming the financing outlined in the Second Supplement is approved by the Commission.

20. On November 7, 1995, the CAD filed a response to the Second Supplement and indicated that it opposed some of the proposed financing options related to the Project and described in the Second Supplement. Further, on November 29, 1995, Staff filed a memorandum recommending that the proceeding be reopened to consider the proposed modifications and changes to the Project.

21. The Commission by Order dated December 19, 1995, reopened the proceeding and required that notice of the reopening and the changes be published as a Class I legal notice in the Counties in which the customers of the District will be served, to wit: Mercer and Summers Counties. The Company and the District effected publication as required.

22. In the Second Supplement, the Company and the District indicated that one of the principal problems which continued to face the Joint Applicants was the uncertainty for financing the Project through the Infrastructure Council as a result of the judicial challenge to the Infrastructure Amendment (see, ¶¶ 5 through 11 of the Second Supplement for a full description of that judicial challenge).

23. On August 31, 1995, the Circuit Court of Kanawha County entered an Order and found that the publication of the

summary of purpose, rather than the full text of the Infrastructure Amendment, constituted substantial compliance with the constitutional and statutory requirements regarding constitutional amendments.

24. Unfortunately, this decision by the Circuit Court of Kanawha County did not end the litigation. The financial market cannot, and would not, accept the decision of the Circuit Court as definitive on the uncertainty created by the judicial challenge of the Infrastructure Amendment, and an appeal of the Circuit Court's Decision was taken to the West Virginia Supreme Court of Appeals in order to clarify, and add certainty to, the decision by the Circuit Court of Kanawha County. That appeal was filed by the Infrastructure Council on September 13, 1995; accepted by the Supreme Court on September 21, 1995; and decided by the Supreme Court in State ex rel. Thornton Cooper v. Honorable Gaston Caperton et al, Case No. 23059 (W.Va. December 14, 1995). The Supreme Court upheld the constitutionality of the Infrastructure Amendment.

25. On December 21, 1995 (following the entry of the Supreme Court ruling), the parties, including the Company, the Staff, the CAD, the District, and various representatives of the Intergovernmental Group met in a prehearing conference to discuss the status of the Project, the bidding procedures and timetable for the bidding and construction of the public portion of the Project, and the proposed funding options for the construction of the public portion of the Project.

26. At that prehearing conference, the parties reviewed the status and likelihood of the various funding options available to the District and the Company described in the Second Supplement, the status of bidding, the necessity to move the construction of the public portion of the Project along as rapidly as possible, and the need to expedite relief from the Commission.

27. Based on those discussions, the Commission's Order of October 28, 1994, and the record to date as reflected in the verified Further Joint Application and the Second Supplement, the parties agreed upon a proposed settlement of all outstanding issues in this proceeding and to recommend that settlement to the Commission.

Discussion and Recommended Resolution
for the Funding and Construction of the Project

28. Subject to the limitations expressed below, the Joint Applicants, the Staff and the CAD agree that the public convenience and necessity will be served by the construction and installation of the above-described transmission and distribution facilities by the District and that given the scope, complexity, and need for the construction of these facilities, the funding options described below are fair and reasonable. Specifically, the Joint Applicants, the Staff and CAD agree that:

a. In light of the delay occasioned by the judicial challenge to the Infrastructure Amendment and the continued delay likely while the judicial challenge reaches its final conclusion (when all Petitions for Reconsideration and appeal periods have been exhausted or abandoned), the parties propose and request that the Commission approve the Interim Financing for the Project contemplated under Option II of the Second Supplement (see, ¶ 18 of the Second Supplement and Exhibit 1

attached to and incorporated in this Joint Stipulation) and as evidenced by the commitment letter from One Valley Bank, N.A., in the total amount of \$12.6 million filed with the Commission by letter from the Company dated December 20, 1995;

b. The Interim Financing contemplated under Option II is fair and reasonable and should be approved pending final decision by the Infrastructure Council on whether to fund the Project to the full extent of \$14.7 million reflected in Option I (see, ¶ 17 of the Second Supplement);

c. In the event the Infrastructure Council decides for whatever reason not to fund the public portion of the Project, the District should be authorized to fund the public portion of the Project by borrowing \$12.6 million at an estimated rate of 7½ as provided under Option III under the Second Supplement (see, ¶ 19 and Exhibit 2 of the Second Supplement, which is also attached to and incorporated in this Joint Stipulation as Exhibit 2). Under Option III, the Company's revenue requirement will not exceed \$3,600,000;

d. The parties further agree that in the event the funding contemplated and provided under this Joint Stipulation proves inadequate to complete the public portion of the Project, the Company and the District understand and agree that they will be limited to expending the amounts set forth in those funding options unless they first obtain the further consent and approval of the Commission; and

e. The parties agree that the \$10.00 per month surcharge previously approved by the Commission in the October 28, 1994 Order shall not be required and shall not be used as a rate for customers of the District.

29. Option II and Option III result in revenue requirements for the Company of \$3,286,000 and \$3,595,000, respectively. The revenue requirement previously approved by the Commission as a result of the Commission Order of October 28, 1994, was \$3,517,000. That revenue requirement was outlined in the attachment to the Company's letter of October 26, 1994, referred to

by the Commission in the Order and is also attached as Exhibit 5 to the Second Supplement.

30. This Joint Stipulation has been executed by the Joint Applicants, the Staff and the CAD because of the unusual scope and complexity of the Project, the need to provide some degree of certainty about the financing of the Project and to permit the Joint Applicants to obtain and retain commitments for other funding, and the impact of the Project on the Company and its future budgeted construction.

Acceptance by the Commission

31. This Joint Stipulation is entered into subject to the acceptance and approval of the Commission. It results from a review of the Joint Application, the Further Joint Application and Second Supplement and supporting exhibits and schedules thereto, the familiarity of the Staff and CAD with the operation and construction plans of the Company and the Project, and the discussions and conferences between the parties. The Joint Stipulation reflects compromises by the Company, the Staff and the CAD and is being proposed to expedite and simplify the treatment of this case by the Commission, to avoid protracted and expensive litigation over the certification of the public portion of the Project, and to enable the Company and the District to complete the Project and provide service to customers within the affected areas as promptly as possible. This Joint Stipulation is made without admission or prejudice to any positions which any party might adopt

during subsequent litigation, including any further litigation in this case.

32. The parties adopt this Joint Stipulation as being in the public interest, without agreeing that any of the positions set forth herein shall be applicable to future proceedings. The parties acknowledge that it is the Commission's prerogative to accept, reject, or modify any stipulation or partial stipulation. However, in the event that this Joint Stipulation is rejected or modified by the Commission, it is expressly understood by the parties that they are not bound to accept this Joint Stipulation as modified or rejected, and may avail themselves of whatever rights are available to them by law and the Commission's Rules of Practice and Procedure, and may pursue fully all issues and positions herein, as if no proposed Joint Stipulation existed.

WHEREFORE, the parties, on the basis of all of the foregoing, respectfully request that the Commission make appropriate Findings of Fact and Conclusions of Law adopting and approving this Joint Stipulation, approving the proposed interim and permanent financing of the public portion of the Project as set forth and described in this Joint Stipulation and the other filings in this case, granting a final certificate of convenience and necessity for the construction of Phase I of the Project, granting a certificate of convenience and necessity for the construction of Phase II of the Project contingent upon the Commission's receipt and review of the final plans and specifications and applicable permits for the construction of Phase II, approving the ratemaking

STAFF OF THE PUBLIC SERVICE
COMMISSION OF WEST VIRGINIA

By Counsel

Susan J. Riggs

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CONSUMER ADVOCATE DIVISION OF
THE PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA

By Counsel

Billy Jack Gregg (Esq)
Billy Jack Gregg, Esquire
Consumer Advocate
Public Service Commission
700 Union Building
723 Kanawha Boulevard, East
Charleston, WV 25301

ABB05A17

EXHIBIT 1

Option II - Assumes Bridge Loan of \$12.6 Million to be Replaced by \$14.7 Million Permanent Financing from Infrastructure Council

WEST VIRGINIA-AMERICAN WATER COMPANY
ESTIMATED REVENUE REQUIREMENT FOR THE MERCER/SUMMERS
COUNTY PROJECT (RATEMAKING STEP RATE)

		Contract Estimate* (000)
<u>Increase in 1995</u>		
Estimated CWIP	CWIP @10-31-95	\$10,272
Overall return		<u>x 9.20%</u>
		\$ 945
Revenue conversion factor		<u>x 1.34</u>
Estimated revenue requirement		<u>\$1,266</u>
Percent Increase	Srchg. Eff. 12-15-95	<u>2.2%</u>

1996 Step Rate Based on Contract Estimate

Estimated CWIP @ 4-30-96		\$18,885
Overall return		<u>x 9.20%</u>
		\$ 1,737
Revenue conversion factor		<u>x 1.34</u>
Estimated revenue requirement (effective on or about 7-1-96)		<u>\$ 2,328</u>
Percent increase		<u>4.0%</u>

Estimated revenue requirement at completion of project
--

Increase in 1996

(assuming 9-30-96 in service date)

Estimated total cost		\$21,984
Add: AFUDC		<u>1,016</u>
Total Project Cost		\$23,000
Less: First year depreciation expense (1.79% annual rate or estimated 55.9 year life)		<u>412</u>
		\$22,588
Less: Deferred taxes (7.38% - 1.79% = 5.59% x \$2,317 = \$1,286 x 35%)		<u>450</u>
		22,138
Overall return		<u>x 9.20%</u>
		\$ 2,037
Revenue conversion factor		<u>x 1.34</u>
		\$ 2,729
Add: Depreciation expense		412
Less: Revenues new customers (1,300 x \$270) Pipestem		351
Add: Leased line expense (\$14.7 million from public sector)		174
		<u>670</u>
Estimated revenue requirement	Est. rates eff. 1-1-97	<u>\$ 3,286</u>
Percent Increase		<u>5.4%</u>

*Includes AFUDC

EXHIBIT 2

Option III - Assumes Public Sector Borrows \$12.6 Million at Market Rate of 7%

WEST VIRGINIA-AMERICAN WATER COMPANY
ESTIMATED REVENUE REQUIREMENT FOR THE MERCER/SUMMERS
COUNTY PROJECT (RATEMAKING STEP RATE)

		Contract Estimate* (000)
<u>Increase in 1995</u>		
Estimated CWIP	CWIP @10-31-95	\$10,272
Overall return		x 9.20%
		\$ 945
Revenue conversion factor		x 1.34
Estimated revenue requirement		<u>\$1,266</u>
Percent Increase	Srchg. Eff. 12-15-95	<u>2.2%</u>
<u>1996 Step Rate Based on Contract Estimate</u>		
Estimated CWIP @ 4-30-96		\$18,885
Overall return		x 9.20%
		\$ 1,737
Revenue conversion factor		x 1.34
Estimated revenue requirement (effective on or about 7-1-96)		<u>\$ 2,328</u>
Percent increase		<u>4.0%</u>
Estimated revenue requirement at completion of project		
<u>Increase in 1996</u> (assuming 9-30-96 in service date)		
Estimated total cost		\$21,984
Add: AFUDC		<u>1,016</u>
Total Project Cost		\$23,000
Less: First year depreciation expense (1.79% annual rate or estimated 55.9 year life)		<u>412</u>
		\$22,588
Less: Deferred taxes (7.38% - 1.79% = 5.59% x \$2,317 = \$1,286 x 35%)		<u>450</u>
		22,138
Overall return		x 9.20%
		\$ 2,037
Revenue conversion factor		x 1.34
		\$ 2,729
Add: Depreciation expense		412
Less: Revenues new customers (1,300 x \$270) Pipestem		351
		174
Add: Leased line expense (\$12.6 million from public sector)		<u>979</u>
Estimated revenue requirement	Est. rates eff. 1-1-97	<u>\$ 3,595</u>
Percent Increase		<u>5.9%</u>
*Includes AFUDC		

Public Service Commission

Richard E. Hitt, General Counsel

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323



Phone: (304) 340-0317
FAX: (304) 340-0372

February 13, 1996

Vincent A. Collins, Esquire
Steptoe & Johnson
Sixth Floor, Bank One Center
P.O. Box 2190
Clarksburg, WV 26302-2190

Re: Case No. 94-0098-W-PWD-PC-CN (Reopened)
West Virginia American Water Company and Oakvale Road
Public Service District

Dear Vince:

As you know, on February 5, 1996, the Public Service Commission of West Virginia (Commission) entered a Final Order in the above-referenced proceeding which grants West Virginia American Water Company and Oakvale Road Public Service District final certificates for Phase I of the subject project.

William S. Winfrey, II, Counsel for Oakvale Road Public Service District, requested the Staff of the Public Service Commission (Staff) to indicate by letter whether it intended to appeal the Commission's Order to the Supreme Court of Appeals of West Virginia.

The Staff is of the opinion that it does not have the statutory authority to appeal a final order of the Commission to the Supreme Court of Appeals. Therefore, the Staff will not appeal the subject Order to the Supreme Court of Appeals.

If you have any questions regarding this matter, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Susan Riggs".

Susan J. Riggs
Staff Attorney
(304) 340-0337

SJR/s

cc: Howard M. Cunningham
William S. Winfrey, II, Esquire

Public Service Commission
Of West Virginia

Brooks Street, P. O. Box 812
Charleston, West Virginia 25323



August 28, 1996

Phone: (304) 340-0300
FAX: (304) 340-0325

Michael A. Albert, Esq.
Jackson & Kelly
P. O. Box 553
Charleston, WV 25322

William S. Winfrey, II, Esq.
1608 Main Street West
P. O. Box 1159
Princeton, WV 24740

Billy Jack Gregg, Esq.
Consumer Advocate Division
7th Floor, Union Building
723 Kanawha Boulevard, East
Charleston, WV 25301

8/29
TO SA SHERT
BRO MZ F NPR
HAVE BEEN INCLUDED IN
CENTRAL BU

Re: Case No. 94-0098-W-PWD-PC-CN
WEST VIRGINIA-AMERICAN WATER COMPANY
THE COUNTY COMMISSION OF MERCER COUNTY
THE COUNTY COMMISSION OF SUMMERS COUNTY
THE CITY OF HINTON, THE CITY OF PRINCETON, and
OAKVALE ROAD PUBLIC SERVICE DISTRICT

Gentlemen:

Pursuant to Rule 2 of the Commission's Rules of Practice and Procedure, we are enclosing a copy of staff recommendations in the above proceeding.

Sincerely,

Pamela J. Hicks
Acting Executive Secretary

PJh/esk
Enclosure

FURTHER JOINT STAFF MEMORANDUM

TO: PAMELA J. HICKS
Acting Executive Secretary

DATE: August 19, 1996

FROM: CASSIUS H. TOON
Staff Attorney

SUBJECT: CASE NO. 94-0098-W-PWD-PC-CN
WEST VIRGINIA AMERICAN WATER COMPANY,
THE COUNTY COMMISSION OF MERCER COUNTY,
THE COUNTY COMMISSION OF SUMMERS COUNTY,
THE CITY OF HINTON, THE CITY OF PRINCETON, and
OAKVALE ROAD PUBLIC SERVICE DISTRICT

RECEIVED
55 AUG 21 PM 1:49
SECRETARY'S OFFICE

For the reasons set forth in the attached Further Final Memorandum of David A. Hippchen, Staff Engineer for the Public Service District Division, Staff is of the opinion that the District has satisfied the Commission order of February 5, 1996 and should be authorized to proceed as set forth herein.

CHT/ljk
Attachment

REH REH
ALS ALS

990098.WPD

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

FURTHER FINAL MEMORANDUMRECEIVED
25 AUG 16 AM 8:33

LEGAL DIVISION

DATE: August 15, 1996

TO: Cassius H. Toon, Staff Attorney
Legal Division

FROM: David A. Hippchen, Staff Engineer
Public Service District Division

RE: Case No. 94-0098-W-PWD-PC-CN
West Virginia American Water Company;
The County Commission of Mercer County;
The County Commission of Summers County;
The City of Hinton; The City of Princeton; and
Oakvale Road Public Service District.

Pursuant to the Commission Order of February 5, 1996 the District has submitted the following additional information for Phase II of the joint project.

1. Construction plans for the distribution lines and services for EDA Contract 1 (Indian Ridge, Broadway, and Gravelly Point Roads) and New Pisgah Road Contract 3.
2. Specifications and bid documents for the two construction contracts.
3. Bid tabulations for the EDA Contract 1.
4. Project budget comments from Stafford Consultants, in regard to the New Pisgah Road contract, dated October 25, 1995.
5. Office of Environmental Health Services Permit No. 12,892, dated 6-3-96, granting approval to construct both the EDA and New Pisgah Road contracts.
6. Preliminary plans for Bent Mountain Road and the Corps of Engineers demonstration contracts. These plans are not final at this time.

The EDA contract was bid on June 19, 1996 and, as the attached budget summary shows, the low bid was well below the available funding level. Accordingly, the full amount of the EDA grant previously committed to the project may be made available for line extension change orders to serve additional customers. The low bid on this contract is binding for 90 days (until September 17) unless a written extension is obtained from the contractor.

Cassius H. Toon
Case No. 84-0088-W-PWD-PC-CN
August 15, 1996
Page 2

The New Pisgah Road contract will be advertised for bids around September 1 with the completion of work on minor permit applications. The budgeted funding source for this contract is the IJDC debt issuance, which at this stage fully funds the proposed construction. An updated budget will be available after bids are received.

Work on the remaining two contracts is still in the preliminary stages at this time. Design work on Bent Mountain Road will resume August 19 based on the board's authorization to proceed. The other contract is on hold pending, among other items, a decision by the Corps of Engineers to accept a permit from the Division of Highways [which it routinely issues] instead of a highway easement [which the Division does not grant].

Based on my review of the information submitted to date, I am of the opinion the District has satisfied the Commission order of February 5, 1996 and should be allowed to award the EDA contract and advertise [and subsequently award] the NPR contract. I am requesting the following information to be filed, which I anticipate will be acceptable without further comment:

1. Revised project budget for Phases I and IIA, from Region I Planning and Development Council. [This budget is being developed as of this writing.]
2. Bid tabulations for New Pisgah Road, when available.

Final information for the other two contracts, including construction plans, should be filed when available. Upon review of this information, I will submit further comments and recommendations to close out Phase II of this project.

DAH/s

ATTACHMENT 1

OAKVALE ROAD PUBLIC SERVICE DISTRICT
CASE NO. 94-0098-W-PWD-PC-CN
Phase IIA

Project Budget

<u>Line Item</u>	<u>EDA</u>	<u>New Pisgah Road</u>
Construction	\$867,275** (\$1,081,151*)	\$490,895
Construction Contingency	47,464** (54,049*)	40,105
Administration	24,000	25,000
Land and Rights of Way	17,000	2,000
Archaeological Survey	10,000	4,000
Legal / Accountant	10,000	8,000
Engineering - Basic	83,200	51,050
Engineering - Inspection	65,900	42,000
Engineering - Special	13,500	12,000
Legal Ads	600	500
Permits	19,360	8,000
Bond Counsel	15,000	7,000
Interim Financing	15,000	1,000
Project Contingency	11,240	8,450
Cost of Financing	30,000	45,000
Audit	2,000	2,000
Total	\$1,231,539** (\$1,452,000*)	\$747,000

Source: Region I Planning and Development Council; October 1995 project budget.

*Based on pre-bid estimate for EDA contract, as per October 1995 budget.

**Based on low bid, 6-19-96.

**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 2nd day of April, 1999.

CASE NO. 94-0098-W-PWD-PC-CN

WEST VIRGINIA-AMERICAN WATER COMPANY;
THE COUNTY COMMISSION OF MERCER
COUNTY; THE COUNTY COMMISSION OF SUMMERS
COUNTY; THE CITY OF HINTON; and OAKVALE
ROAD PUBLIC SERVICE DISTRICT

Petition to reopen proceeding for approval of
certificate of convenience and necessity to construct
Phase II-C of regional project.

COMMISSION ORDER

By Order entered on February 5, 1996, a contingent certificate of convenience and necessity was issued to Oakvale Road Public Service District (District) for Phase II of the overall Mercer/Summers Regional Project (Project).

By Order issued March 11, 1998, the Commission reopened this proceeding and issued an order stating that the parties had met the contingencies for the issuance of a certificate of convenience and necessity with respect to Phase II-B of the Project. The Commission granted the certificate for Phase II-B, approved the proposed financing for Phase II-B, approved a Project Cooperation Agreement between the District and the U.S. Army Corps of Engineers with respect to Phase II-B, and granted the District a waiver of Water Rule 5.6.5. to install service connections for certain customers.

On March 8, 1999, the District filed a petition to reopen this proceeding requesting an order of the Commission stating that the parties have met the contingencies for the issuance of a certificate of convenience and necessity to construct Phase II-C of the regional project. Phase II-C of the Project consists of construction of a water line and appurtenances to serve 162 new customers in the Bent Mountain Road area of the District. Included in its filing were various permits for Phase II-C from the Division of Highways,

the Bureau of Public Health, the Office of Environmental Health Services, and the Division of Environmental Protection

On March 24, 1999, Commission Staff filed a Staff Memorandum stating that the project financing for Phase II-C consists of two loans from the West Virginia Infrastructure & Jobs Development Council (WVIJDC). The first loan is in the amount of \$774,251, at an interest rate of 3%, for a term of 40 years. The second loan is in the amount of \$818,488, at an interest rate of 0%, for a term of 40 years. The debt service for both loans will be covered by the "use service fee" paid by West Virginia-American Water Company (WVAWC) to the District, as previously approved in this proceeding. On March 30, 1999, Commission Staff filed a Further Memorandum recommending approval of Phase II-C.

The Commission has reviewed this filing, and, based on Staff's recommendations, will approve the issuance of a certificate of convenience and necessity for Phase II-C of the project.

FINDINGS OF FACT

1. By Order entered on February 5, 1996, a contingent certificate of convenience and necessity was issued to the District for Phase II of the Project.

2. By Order issued March 11, 1998, the Commission reopened this proceeding and issued an order stating that the parties had met the contingencies for the issuance of a certificate of convenience and necessity with respect to Phase II-B of the Project. The Commission granted the certificate for Phase II-B, approved the proposed financing for Phase II-B, approved a Project Cooperation Agreement between the District and the U.S. Army Corps of Engineers with respect to Phase II-B, and granted the District a waiver of Water Rule 5.6.5. to install service connections for certain customers.

3. On March 8, 1999, the District filed a petition to reopen this proceeding requesting an order of the Commission stating that the parties have met the contingencies for the issuance of a certificate of convenience and necessity to construct Phase II-C of the Project.

4. Phase II-C of the Project consists of construction of a water line and appurtenances to serve approximately 162 new customers in the Bent Mountain Road area of the District. Included in the District's filing were required permits for construction of Phase II-C from the Division of Highways, the Bureau of Public Health, the Office of Environmental Health Services, and the Division of Environmental Protection.

5. On March 24, 1999, Commission Staff filed a Staff Memorandum stating that the project financing for Phase II-C consists of two loans from the WVIJDC. The first loan is in the amount of \$774,251, at an interest rate of 3%, for a term of 40 years. The second loan is in the amount of \$818,488, at an interest rate of 0%, for a term of 40 years. The debt service for both loans will be covered by the "use service fee" paid by WVAWC to the District, as previously approved in this proceeding. On March 30, 1999, Commission Staff filed a Further Memorandum recommending approval of Phase II-C.

CONCLUSION OF LAW

The Commission has reviewed this filing, and, based on Staff's recommendations, will approve the issuance of a certificate of convenience and necessity for Phase II-C of the Project.

COMMISSION ORDER

IT IS THEREFORE ORDERED that the District's petition to reopen this proceeding is hereby granted.

IT IS FURTHER ORDERED that the District is hereby granted a certificate of convenience and necessity to construct Phase II-C of the Project.

IT IS FURTHER ORDERED that the proposed financing of Phase II-C outlined by Commission Staff in its March 24, 1999 Memorandum is hereby approved.

IT IS FURTHER ORDERED that should the scope of the financing of this Project change, the District is required to petition the Commission to reopen this proceeding for approval of any such changes.

IT IS FURTHER ORDERED that upon entry hereof, this case shall be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary shall serve a copy of this order on all parties of record by First Class United States Mail, and upon Commission Staff by hand delivery.

JML/seg
940098c

A True Copy. Teste:



Sandra Squire
Executive Secretary

**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 19th day of April, 1999.

CASE NO. 94-0098-W-PWD-PC-CN

WEST VIRGINIA-AMERICAN WATER COMPANY;
THE COUNTY COMMISSION OF MERCER
COUNTY; THE COUNTY COMMISSION OF SUMMERS
COUNTY; THE CITY OF HINTON; and OAKVALE
ROAD PUBLIC SERVICE DISTRICT

Petition to reopen proceeding for approval of
certificate of convenience and necessity to construct
Phase II-C of regional project.

COMMISSION ORDER
MODIFYING APRIL 2, 1999 ORDER

By Order issued April 2, 1999, the Commission granted the Oakvale Road Public Service District's (District's) petition to reopen this proceeding for the granting of a certificate of convenience and necessity to construct Phase II-C of its overall Mercer/Summers Regional Project (Project). The Commission also approved the proposed financing of Phase II-C as outlined in a March 24, 1999 Initial and Final Joint Staff Memorandum filed by Commission Staff. The Commission ordered the District to petition the Commission to reopen this proceeding for approval of any subsequent changes to the scope or financing of the Project.

On April 7, 1999, the District, by counsel, filed a letter stating that the West Virginia Infrastructure and Jobs Development Council (WVIJDC) had reallocated the loan amounts between Phase I of the project and Phase II-C, as follows:

Phase I	40 years at 3%	\$ 324,251
<u>Phase II-C</u>	40 years at 3%	<u>1,268,489</u>
Total		1,592,740

The letter stated the April 2, 1999 Order was correct in all other respects. The Executive Secretary's office docketed the District's letter as a petition to reopen this case.

On April 13, 1999, Commission Staff filed an Initial and Final Joint Staff Memorandum recommending that the Commission reopen this proceeding and approve the revised financing of Phase I and Phase II-C. Staff stated that the changes in financing "are purely technical and do not change [Staff's] previous recommendation that this project phase II-C be approved."

It is appropriate to reopen this proceeding to approve the revised financing for Phase I and Phase II-C set forth above.

FINDINGS OF FACT

1. The District petitioned to reopen this proceeding for approval of revised funding.
2. The WVIJDC has reallocated loan amounts between Phase I and Phase II-C of the Project.

2. Revised funding for the Project is as follows:

Phase I	40 years at 3%	\$ 324,251
<u>Phase II-C</u>	40 years at 3%	<u>1,268,489</u>
Total		1,592,740

CONCLUSION OF LAW

This proceeding should be reopened and the Commission's April 2, 1999 Order should be modified to reflect the revised funding for this project.

ORDER

IT IS THEREFORE ORDERED that the revised financing of Phase I and Phase II-C outlined by Commission Staff in its April 13, 1999 Initial Final Joint Staff Memorandum and set forth in this Order is hereby approved in lieu of the financing set forth in Staff's March 24, 1999 Initial and Final Joint Staff Memorandum.

IT IS FURTHER ORDERED that the April 2, 1999 Order of the Commission is hereby modified to the extent of the revised financing set forth in this Order, but in all

other respects remains in full force and effect.

IT IS FURTHER ORDERED that upon entry hereof, this case shall be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary shall serve a copy of this order on all parties of record by First Class United States Mail, and upon Commission Staff by hand delivery.

JML/seg
940098ca.wpd

A True Copy, Teste:


Sandra Squire
Executive Secretary



Ginger

STATE OF WEST VIRGINIA

WATER DEVELOPMENT AUTHORITY

1201 DUNBAR AVENUE
DUNBAR, WV 25004

Telephone (304) 558-3612
Telecopier (304) 558-0296

May 4, 1995

RECEIVED

MAY 4 1995
REGIONAL PARTNERS AND
DEVELOPMENT COUNCIL

Mr. Ronnie Stump, Chairman
Oakvale Road Public Service District
P.O. Box 1061
Princeton WV 24740

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL
PRELIMINARY APPLICATION - OAKVALE ROAD PUBLIC SERVICE DISTRICT
(WATER PROJECT)

The West Virginia Infrastructure and Jobs Development Council (the "Council") reviewed the Preliminary Application for the above-referenced project and determined that the project is technically feasible within the guidelines of the Act (see attached Water Assessment Committee's comments).

The Council's Funding Committee has determined that financing from local, state and federal agencies is not adequate to ensure reasonable user rates for the system and that financial assistance from the Infrastructure Fund may be needed.

A test case has been filed in the Circuit Court of Kanawha County questioning the constitutionality of the Infrastructure Improvement Amendment. Until these issues have been resolved and the Infrastructure General Obligation Bonds have been approved by the State Supreme Court of Appeals, the Governor cannot issue the bonds. The Council cannot predict if or when the Infrastructure General Obligation Bonds will be issued, and therefore, when moneys will be available in the Infrastructure Fund.

If, after considering how this delay will affect your project, you believe that you must try to proceed without financial assistance from the Infrastructure Fund, please notify the Council at the above address.

Daniel B. Isaacs

RUSSELL L. ISAACS - CHAIRMAN

Attachment

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the undersigned Chairman of Oakvale Road Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

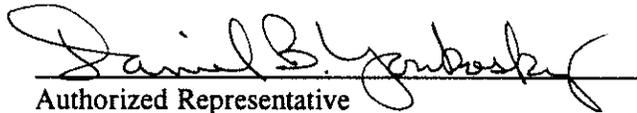
1. On the 23rd day of April, 1999, the Authority received the Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), issued in the principal amount of \$1,268,489, as a single, fully registered Bond, numbered AR-1 and dated April 23, 1999 (the "Bonds").

2. At the time of such receipt, the 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 Bonds, of \$33,806, being a portion of the principal amount of the Series 1999 A Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer by the Authority and the Council as acquisition and construction of the Project progresses.

WITNESS our respective signatures on this 23rd day of April, 1999.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY


Authorized Representative

OAKVALE ROAD PUBLIC SERVICE
DISTRICT


Chairman

04/09/99
667990/98001

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OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

One Valley Bank, National Association,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

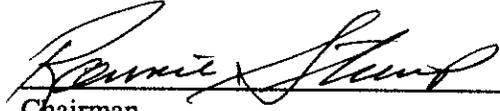
There are delivered to you herewith:

- (1) Bond No. AR-1, constituting the entire original issue of the Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), in the principal amount of \$1,268,489, dated April 23, 1999 (the "Bonds"), executed by the Chairman and Secretary of Oakvale Road Public Service District (the "Issuer"), and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Resolution and a Supplemental Resolution, both duly adopted by the Issuer on April 23, 1999 (the "Bond Legislation");
- (2) A copy of the Bond Legislation authorizing the above-described Bond issue, duly certified by the Secretary of the Issuer;
- (3) Executed counterparts of the loan agreement dated April 23, 1999, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Loan Agreement");
- (4) A copy of the executed Agreement dated May 8, 1995, by and between the Issuer and West Virginia-American Water Company;
- (5) A copy of the executed Letter of Credit issued April 23, 1999, in the stated amount of \$110,216 by One Valley Bank, National Association, Charleston, West Virginia; and
- (6) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Bonds.

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the account of the Issuer of the sum of \$33,806 representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated this 23rd day of April, 1999.

OAKVALE ROAD PUBLIC SERVICE
DISTRICT


Chairman

04/19/99
667990/98001

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(SPECIMEN BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
OAKVALE ROAD PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 1999 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$1,268,489

KNOW ALL MEN BY THESE PRESENTS: That OAKVALE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$1,268,489), 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 March 1, 2000, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said EXHIBIT B. The interest shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, 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 interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and

conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated April 23, 1999.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance for the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on April 20, 1999, and a Supplemental Resolution duly adopted by the Issuer on April 20, 1999 (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 WATER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 4, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$12,700,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, unexpended proceeds of the Bonds and proceeds of the Letter of Credit (as defined in the Bond Legislation). Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, unexpended proceeds of the Bonds and proceeds of the Letter of Credit. Pursuant to the Bond Legislation and as long as the Agreement (as defined in the Bond Legislation) is in place, 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 100% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds. The

Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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 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, OAKVALE ROAD 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 April 23, 1999.

[SEAL]

Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1999 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: April 23, 1999.

ONE VALLEY BANK, NATIONAL
ASSOCIATION, as Registrar

Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	\$33,806	4-23-99	(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

SCHEDULE OF ANNUAL DEBT SERVICE

Oakvale Road Public Service District, WV
Infrastructure Fund (Series 1996 B) Loan
\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/1999	-	-	-	-
9/01/1999	-	-	-	-
12/01/1999	-	-	-	-
3/01/2000	4,262.00	3.000%	9,513.67	13,775.67
6/01/2000	4,294.00	3.000%	9,481.70	13,775.70
9/01/2000	4,327.00	3.000%	9,449.50	13,776.50
12/01/2000	4,359.00	3.000%	9,417.05	13,776.05
3/01/2001	4,392.00	3.000%	9,384.35	13,776.35
6/01/2001	4,425.00	3.000%	9,351.41	13,776.41
9/01/2001	4,458.00	3.000%	9,318.23	13,776.23
12/01/2001	4,491.00	3.000%	9,284.79	13,775.79
3/01/2002	4,525.00	3.000%	9,251.11	13,776.11
6/01/2002	4,559.00	3.000%	9,217.17	13,776.17
9/01/2002	4,593.00	3.000%	9,182.98	13,775.98
12/01/2002	4,627.00	3.000%	9,148.53	13,775.53
3/01/2003	4,662.00	3.000%	9,113.83	13,775.83
6/01/2003	4,697.00	3.000%	9,078.86	13,775.86
9/01/2003	4,732.00	3.000%	9,043.64	13,775.64
12/01/2003	4,768.00	3.000%	9,008.15	13,776.15
3/01/2004	4,804.00	3.000%	8,972.39	13,776.39
6/01/2004	4,840.00	3.000%	8,936.36	13,776.36
9/01/2004	4,876.00	3.000%	8,900.06	13,776.06
12/01/2004	4,913.00	3.000%	8,863.49	13,776.49
3/01/2005	4,949.00	3.000%	8,826.64	13,775.64
6/01/2005	4,987.00	3.000%	8,789.52	13,776.52
9/01/2005	5,024.00	3.000%	8,752.12	13,776.12
12/01/2005	5,062.00	3.000%	8,714.44	13,776.44
3/01/2006	5,100.00	3.000%	8,676.47	13,776.47
6/01/2006	5,138.00	3.000%	8,638.22	13,776.22
9/01/2006	5,176.00	3.000%	8,599.69	13,775.69
12/01/2006	5,215.00	3.000%	8,560.87	13,775.87
3/01/2007	5,254.00	3.000%	8,521.76	13,775.76
6/01/2007	5,294.00	3.000%	8,482.35	13,776.35
9/01/2007	5,333.00	3.000%	8,442.65	13,775.65
12/01/2007	5,373.00	3.000%	8,402.65	13,775.65
3/01/2008	5,414.00	3.000%	8,362.35	13,776.35
6/01/2008	5,454.00	3.000%	8,321.75	13,775.75
9/01/2008	5,495.00	3.000%	8,280.84	13,775.84
12/01/2008	5,536.00	3.000%	8,239.63	13,775.63
3/01/2009	5,578.00	3.000%	8,198.11	13,776.11
6/01/2009	5,620.00	3.000%	8,156.27	13,776.27
9/01/2009	5,662.00	3.000%	8,114.12	13,776.12
12/01/2009	5,704.00	3.000%	8,071.66	13,775.66
3/01/2010	5,747.00	3.000%	8,028.88	13,775.88
6/01/2010	5,790.00	3.000%	7,985.78	13,775.78
9/01/2010	5,834.00	3.000%	7,942.35	13,776.35
12/01/2010	5,877.00	3.000%	7,898.60	13,775.60

Oakvale Road Public Service District, WV

Infrastructure Fund (Series 1996 B) Loan

\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
3/01/2011	5,922.00	3.000%	7,854.52	13,776.52
6/01/2011	5,966.00	3.000%	7,810.10	13,776.10
9/01/2011	6,011.00	3.000%	7,765.36	13,776.36
12/01/2011	6,056.00	3.000%	7,720.28	13,776.28
3/01/2012	6,101.00	3.000%	7,674.86	13,775.86
6/01/2012	6,147.00	3.000%	7,629.10	13,776.10
9/01/2012	6,193.00	3.000%	7,583.00	13,776.00
12/01/2012	6,239.00	3.000%	7,536.55	13,775.55
3/01/2013	6,286.00	3.000%	7,489.76	13,775.76
6/01/2013	6,333.00	3.000%	7,442.61	13,775.61
9/01/2013	6,381.00	3.000%	7,395.11	13,776.11
12/01/2013	6,429.00	3.000%	7,347.26	13,776.26
3/01/2014	6,477.00	3.000%	7,299.04	13,776.04
6/01/2014	6,526.00	3.000%	7,250.46	13,776.46
9/01/2014	6,575.00	3.000%	7,201.52	13,776.52
12/01/2014	6,624.00	3.000%	7,152.20	13,776.20
3/01/2015	6,674.00	3.000%	7,102.52	13,776.52
6/01/2015	6,724.00	3.000%	7,052.47	13,776.47
9/01/2015	6,774.00	3.000%	7,002.04	13,776.04
12/01/2015	6,825.00	3.000%	6,951.23	13,776.23
3/01/2016	6,876.00	3.000%	6,900.05	13,776.05
6/01/2016	6,928.00	3.000%	6,848.48	13,776.48
9/01/2016	6,979.00	3.000%	6,796.52	13,775.52
12/01/2016	7,032.00	3.000%	6,744.17	13,776.17
3/01/2017	7,085.00	3.000%	6,691.43	13,776.43
6/01/2017	7,138.00	3.000%	6,638.30	13,776.30
9/01/2017	7,191.00	3.000%	6,584.76	13,775.76
12/01/2017	7,245.00	3.000%	6,530.83	13,775.83
3/01/2018	7,300.00	3.000%	6,476.49	13,776.49
6/01/2018	7,354.00	3.000%	6,421.74	13,775.74
9/01/2018	7,409.00	3.000%	6,366.59	13,775.59
12/01/2018	7,465.00	3.000%	6,311.02	13,776.02
3/01/2019	7,521.00	3.000%	6,255.03	13,776.03
6/01/2019	7,577.00	3.000%	6,198.62	13,775.62
9/01/2019	7,634.00	3.000%	6,141.80	13,775.80
12/01/2019	7,691.00	3.000%	6,084.54	13,775.54
3/01/2020	7,749.00	3.000%	6,026.86	13,775.86
6/01/2020	7,807.00	3.000%	5,968.74	13,775.74
9/01/2020	7,866.00	3.000%	5,910.19	13,776.19
12/01/2020	7,925.00	3.000%	5,851.19	13,776.19
3/01/2021	7,984.00	3.000%	5,791.76	13,775.76
6/01/2021	8,044.00	3.000%	5,731.88	13,775.88
9/01/2021	8,104.00	3.000%	5,671.55	13,775.55
12/01/2021	8,165.00	3.000%	5,610.77	13,775.77
3/01/2022	8,227.00	3.000%	5,549.53	13,776.53
6/01/2022	8,288.00	3.000%	5,487.83	13,775.83
9/01/2022	8,350.00	3.000%	5,425.67	13,775.67

Oakvale Road Public Service District, WV
Infrastructure Fund (Series 1996 B) Loan
\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/01/2022	8,413.00	3.000%	5,363.04	13,776.04
3/01/2023	8,476.00	3.000%	5,299.94	13,775.94
6/01/2023	8,540.00	3.000%	5,236.37	13,776.37
9/01/2023	8,604.00	3.000%	5,172.32	13,776.32
12/01/2023	8,668.00	3.000%	5,107.79	13,775.79
3/01/2024	8,733.00	3.000%	5,042.78	13,775.78
6/01/2024	8,799.00	3.000%	4,977.29	13,776.29
9/01/2024	8,865.00	3.000%	4,911.29	13,776.29
12/01/2024	8,931.00	3.000%	4,844.81	13,775.81
3/01/2025	8,998.00	3.000%	4,777.82	13,775.82
6/01/2025	9,066.00	3.000%	4,710.34	13,776.34
9/01/2025	9,134.00	3.000%	4,642.34	13,776.34
12/01/2025	9,202.00	3.000%	4,573.84	13,775.84
3/01/2026	9,271.00	3.000%	4,504.82	13,775.82
6/01/2026	9,341.00	3.000%	4,435.29	13,776.29
9/01/2026	9,411.00	3.000%	4,365.23	13,776.23
12/01/2026	9,481.00	3.000%	4,294.65	13,775.65
3/01/2027	9,552.00	3.000%	4,223.54	13,775.54
6/01/2027	9,624.00	3.000%	4,151.90	13,775.90
9/01/2027	9,696.00	3.000%	4,079.72	13,775.72
12/01/2027	9,769.00	3.000%	4,007.00	13,776.00
3/01/2028	9,842.00	3.000%	3,933.74	13,775.74
6/01/2028	9,916.00	3.000%	3,859.92	13,775.92
9/01/2028	9,990.00	3.000%	3,785.55	13,775.55
12/01/2028	10,065.00	3.000%	3,710.63	13,775.63
3/01/2029	10,141.00	3.000%	3,635.14	13,776.14
6/01/2029	10,217.00	3.000%	3,559.08	13,776.08
9/01/2029	10,294.00	3.000%	3,482.45	13,776.45
12/01/2029	10,371.00	3.000%	3,405.25	13,776.25
3/01/2030	10,449.00	3.000%	3,327.47	13,776.47
6/01/2030	10,527.00	3.000%	3,249.10	13,776.10
9/01/2030	10,606.00	3.000%	3,170.15	13,776.15
12/01/2030	10,685.00	3.000%	3,090.60	13,775.60
3/01/2031	10,766.00	3.000%	3,010.46	13,776.46
6/01/2031	10,846.00	3.000%	2,929.72	13,775.72
9/01/2031	10,928.00	3.000%	2,848.37	13,776.37
12/01/2031	11,010.00	3.000%	2,766.41	13,776.41
3/01/2032	11,092.00	3.000%	2,683.84	13,775.84
6/01/2032	11,175.00	3.000%	2,600.65	13,775.65
9/01/2032	11,259.00	3.000%	2,516.84	13,775.84
12/01/2032	11,344.00	3.000%	2,432.39	13,776.39
3/01/2033	11,429.00	3.000%	2,347.31	13,776.31
6/01/2033	11,514.00	3.000%	2,261.60	13,775.60
9/01/2033	11,601.00	3.000%	2,175.24	13,776.24
12/01/2033	11,688.00	3.000%	2,088.23	13,776.23
3/01/2034	11,775.00	3.000%	2,000.57	13,775.57
6/01/2034	11,864.00	3.000%	1,912.26	13,776.26

Oakvale Road Public Service District, WV
Infrastructure Fund (Series 1996 B) Loan
\$1,268,489; 3% Interest Rate; 40 Years

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
9/01/2034	11,953.00	3.000%	1,823.28	13,776.28
12/01/2034	12,042.00	3.000%	1,733.63	13,775.63
3/01/2035	12,133.00	3.000%	1,643.32	13,776.32
6/01/2035	12,224.00	3.000%	1,552.32	13,776.32
9/01/2035	12,315.00	3.000%	1,460.64	13,775.64
12/01/2035	12,408.00	3.000%	1,368.28	13,776.28
3/01/2036	12,501.00	3.000%	1,275.22	13,776.22
6/01/2036	12,595.00	3.000%	1,181.46	13,776.46
9/01/2036	12,689.00	3.000%	1,087.00	13,776.00
12/01/2036	12,784.00	3.000%	991.83	13,775.83
3/01/2037	12,880.00	3.000%	895.95	13,775.95
6/01/2037	12,977.00	3.000%	799.35	13,776.35
9/01/2037	13,074.00	3.000%	702.02	13,776.02
12/01/2037	13,172.00	3.000%	603.97	13,775.97
3/01/2038	13,271.00	3.000%	505.18	13,776.18
6/01/2038	13,370.00	3.000%	405.65	13,775.65
9/01/2038	13,471.00	3.000%	305.37	13,776.37
12/01/2038	13,572.00	3.000%	204.34	13,776.34
3/01/2039	13,673.00	3.000%	102.55	13,775.55
Total	1,268,489.00	-	894,347.77	2,162,836.77

YIELD STATISTICS

Accrued Interest from 04/23/1999 to 04/23/1999.....	(32,557.88)
Bond Year Dollars.....	\$30,579.73
Average Life.....	24.107 Years
Average Coupon.....	2.9246428%
Net Interest Cost (NIC).....	2.9246428%
True Interest Cost (TIC).....	3.0596532%
Bond Yield for Arbitrage Purposes.....	3.0596532%
All Inclusive Cost (AIC).....	3.0596532%

IRS FORM 8038

Net Interest Cost.....	3.0311117%
Weighted Average Maturity.....	24.107 Years

1

2

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SIXTH FLOOR

P. O. BOX 2190

CLARKSBURG, W. VA. 26302-2190

(304) 624-8000

FACSIMILE (304) 624-8183

April 23, 1999

RILEY BUILDING, FOURTH FLOOR

14TH AND CHAPLINE STREETS

P. O. BOX 150

WHEELING, W. VA. 26003-0020

(304) 233-0000

FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK

200 STAR AVENUE, SUITE 220

P. O. BOX 628

PARKERSBURG, W. VA. 26102-0628

(304) 422-6463

FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER

1000 TECHNOLOGY DRIVE

SUITE 2210

FAIRMONT, W. VA. 26554-8824

(304) 368-8000

FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

BANK ONE CENTER, SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

1000 HAMPTON CENTER

P. O. BOX 1616

MORGANTOWN, W. VA. 26507-1616

(304) 598-8000

FACSIMILE (304) 598-8116

126 EAST BURKE STREET

P. O. BOX 2629

MARTINSBURG, W. VA. 25402-2629

(304) 263-6991

FACSIMILE (304) 262-3541

Oakvale Road Public Service District
Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

Oakvale Road Public Service District
Princeton, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Oakvale Road Public Service District (the "Issuer"), a public service district and public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its \$1,268,489 Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of the loan agreement for the Bonds, dated April 23, 1999, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one bond, registered as to principal and interest to the Authority, with interest at the rate of 3% per annum, and with interest and principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, and ending March 1, 2039, all as set forth in "Schedule Y," attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes

of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined an executed Letter of Credit issued April 23, 1999, in the stated amount of \$110,216 by One Valley Bank, National Association, Charleston, West Virginia.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on April 20, 1999, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 20, 1999 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly organized and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with corporate power and authority to acquire and construct the Project, to operate and maintain the System and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

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

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

4. The Letter of Credit and issuance thereof have been duly approved by the Issuer.

5. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), and proceeds of the Letter of Credit, all in accordance with the terms of the Bonds and the Bond Legislation.

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

7. The Bonds have not been issued on the basis that the interest thereon is or will be excluded from gross income for federal income tax purposes. We express no opinion regarding the federal tax consequences arising with respect to the Bonds.

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

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

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

Very truly yours,

Step toe & Johnson

STEPTOE & JOHNSON

LAW OFFICES

WILLIAM S. WINFREY, II

1608 MAIN STREET WEST
POST OFFICE BOX 1159
PRINCETON, W. VA. 24740

TELEPHONE
304-487-1887
TELECOPIER
304-425-7340

FILE NO.
93-073

April 23, 1999

Oakvale Road Public Service District
Water Revenue Bonds, Series 1999A
(West Virginia Infrastructure Fund)

Oakvale Road Public Service District
Princeton, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

Ladies and Gentlemen:

I am counsel to Oakvale Road Public Service District, a public service district in Mercer and Summers Counties, West Virginia (the "Issuer"). As such counsel, I have examined a copy of the approving opinion of Steptoe & Johnson, as bond counsel, the loan agreement for the Bonds, dated April 23, 1999, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), the Bond Resolution duly adopted by the Issuer on April 20, 1999, the Supplemental Resolution duly adopted by the Issuer on April 20, 1999 (collectively, the "Bond Legislation"), the Agreement dated May 8, 1995, by and between the Issuer and West Virginia-American Water Company (the "Agreement"), the Letter of Credit dated April 23, 1999, in the stated amount of \$110,216, from One Valley Bank, National Association, Charleston, West Virginia, and other documents, papers, agreements, instruments and certificates relating to the above-captioned Bonds of the Issuer (the "Bonds") and orders of The County Commission of Mercer County relating to the Issuer and the appointment of members of the Public Service Board of the Issuer. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

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

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

3. The Letter of Credit and the issuance thereof have been duly approved by the Issuer.

4. 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.

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

6. The execution and delivery of the Bonds and the Loan Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement and the Bond Legislation, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

7. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges, including, without limitation, all requisite orders, consents, certificates and approvals from The County Commission of Mercer County, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, 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 the Final Orders of the Public Service Commission of West Virginia entered on October 28, 1994, February 5, 1996, April 2, 1999, and April 19, 1999, in Case No. 94-0098-W-PWD-PC-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, establishing the rates and approving the financing for the Project. The time for appeal of the Final Orders dated April 2, 1999, and April 19, 1999, has not expired prior to the date hereof. However, the parties thereto have stated that they do not intend to appeal such Final Orders. Such Final Orders are not subject to appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to the original application.

8. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Bonds and related matters, as

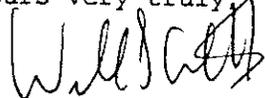
required under Chapter 16, Article 13A, Section 25 of the West Virginia Code of 1931, as amended, and has duly complied with the provisions thereof.

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

10. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan 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.

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

Yours very truly,



William S. Winfrey, II, Esquire

WSW, II/gmt

LAW OFFICES

WILLIAM S. WINFREY, II

1608 MAIN STREET WEST

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PRINCETON, W. VA. 24740

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FILE NO.

April 21, 1999

Susan J. Riggs, Executive Secretary
West Virginia Infrastructure and Jobs Development Council
980 One Valley Square
Charleston, WV 25301

RE: Oakvale Road Public Service District
Bent Mountain and Corps of Engineers Project

Dear Ms. Riggs:

This firm represents Oakvale Road Public Service District with regard to a proposed project to construct water storage and distribution facilities in the Bent Mountain and Lerona areas of Mercer and Summers Counties, West Virginia (the "Project"), and provide this final title opinion on behalf of Oakvale Road Public Service District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") with regard to the Infrastructure Fund financing proposed for the Project. Please be advised of the following:

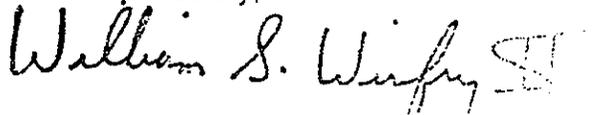
1. That I am of the opinion that the Oakvale Road Public Service District is a duly created and existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the Public Service Commission of West Virginia.
2. That the Oakvale Road Public Service District has obtained approval for all necessary permits and approvals for the construction of the Project.
3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Stafford Consultants, Inc., the consulting engineers for the Project.

Susan J. Riggs, Executive Secretary
April 21, 1999
Page 2

4. That I have examined the records on file in the Office(s) of the Clerk of the County Commission of Mercer and Summers Counties, West Virginia, the counties in which the Project is to be located, and, in my opinion, the Oakvale Road Public Service District has acquired legal title or such estate or interest in the necessary site components for the project sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

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

Sincerely,

A handwritten signature in cursive script that reads "William S. Winfrey, II". The signature is written in dark ink and is positioned above the typed name.

William S. Winfrey, II

WSW,II/gmt

cc: Samme L. Gee, Esquire

JACKSON & KELLY PLLC

ATTORNEYS AT LAW

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NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

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TELEPHONE 304-599-3000

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TELEPHONE 304-368-2000

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WHEELING, WEST VIRGINIA 26003
TELEPHONE 304-233-4000

1660 LINCOLN STREET
DENVER, COLORADO 80264
TELEPHONE 303-390-0003

175 EAST MAIN STREET
LEXINGTON, KENTUCKY 40595
TELEPHONE 606-255-9500

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20037
TELEPHONE 202-973-0200

MEMBER OF LEX MUNDI,
THE WORLD'S LEADING ASSOCIATION
OF INDEPENDENT LAW FIRMS.

April 23, 1999

Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund)

West Virginia-American Water Company
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Oakvale Road Public Service District
Princeton, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

One Valley Bank, National Association
Charleston, West Virginia

Ladies and Gentlemen:

We have served as counsel to West Virginia-American Water Company, a West Virginia corporation (the "Company"), in connection with (1) an Agreement dated May 8, 1995, by and between Oakvale Road Public Service District (the "Issuer") and the Company, as amended (the "Agreement"), whereby the Company has agreed to make payments to the Issuer in amounts and at times sufficient to permit the Issuer to pay the principal of and interest on the above-captioned Bonds (the "Bonds"), and (2) the issuance by One Valley Bank, National Association (the "Bank"), of its letter of credit dated April 23, 1999 (the "Letter of Credit"), in the amount of \$110,216 for the account of the Issuer, relating to the payment of the Bonds. The Bonds are being issued by the Issuer under Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as

April 23, 1999

Page 2

amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on April 20, 1999, as supplemented by the Supplemental Resolution duly adopted by the Issuer on April 20, 1999 (collectively, the "Bond Resolution"), for the purposes of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Resolution when used herein.

The Bonds have been sold to the West Virginia Water Development Authority (the "Authority"), pursuant to a Loan Agreement dated April 23, 1999. The Bonds are to be paid from Net Revenues derived from the operation of the System. Such Net Revenues consist solely of payments to be made by the Company to the Issuer under the Agreement. The Bonds are further secured by a Letter of Credit that may be drawn upon by the Authority, the beneficiary of the Letter of Credit, in the event Net Revenues are insufficient or unavailable to pay any installment of principal or interest on the Bonds when due. The Company has entered into an Application and Agreement for Standby Letter of Credit with the Bank dated April 12, 1999 (the "LOC Agreement"), and has executed a Note and Security Agreement dated April 23, 1999 (the "Note"), in favor of the Bank.

In connection with this opinion, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the Articles of Incorporation, a Certificate of Good Standing and the By-laws of the Company, and all amendments thereto, the Agreement, the Letter of Credit, the LOC Agreement, the Note and such other records, instruments, agreements, certificates (including, without limitation, certificates of public officials and of officers of the Company) and other documents (collectively, the "Documents"), and have conducted such investigations of law, as we have deemed necessary for purposes of rendering this opinion. We have assumed the authenticity of the Documents submitted to us as originals, the conformity to originals of the Documents submitted to us as copies and the due authorization, execution and delivery of the Documents by all other parties thereto, if any. As to factual matters necessary for rendering our opinions herein, we have relied upon certificates of the Company with respect thereto without independently verifying the same.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Company is a corporation duly created, validly existing and in good standing under the laws of the State of West Virginia, is qualified to do business in the State

April 23, 1999

Page 3

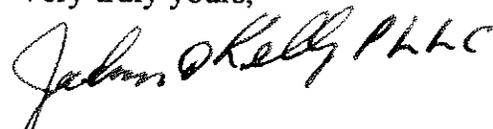
of West Virginia, and has full power and authority to execute and deliver the Documents to which the Company is a party and to undertake and perform its obligations thereunder.

2. The Documents to which the Company is a party have been duly authorized, executed and delivered by the Company, are valid and binding upon the Company, and are legally enforceable against the Company in accordance with the respective terms thereof so as to provide to the other respective parties the substantial enjoyment of the rights and benefits provided for therein, except as may be limited by the laws of bankruptcy, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally, by the application of public policy or by the exercise of judicial discretion.

3. To 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, against or affecting the Company, wherein an unfavorable decision, ruling or finding would materially adversely affect the Company or the financial condition or operations of the Company, or the transactions contemplated by the Documents to which the Company is a party, or which would materially adversely affect the Documents to which the Company is a party.

4. To our knowledge, the execution, delivery and performance of and compliance with the provisions of the Documents to which the Company is a party do not and will not violate, conflict with, or constitute or result in a breach of or default under, the Articles of Incorporation or By-laws of the Company or any material agreement, instrument, document, indenture, mortgage, deed of trust, lease, contract, law, judgment, decree, order, statute, rule or regulation to which the Company is a party, by which the Company or its properties are bound or which may otherwise be applicable to the Company.

Very truly yours,


JACKSON & KELLY PLLC

BOWLES RICE
McDAVID GRAFF & LOVE, PLLC

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LEXINGTON, KENTUCKY 40507
TELEPHONE 606-225-6700

WRITERS DIRECT DIAL NUMBERS

(304) 347-1129
(304) 343-3058 (facsimile)

April 23, 1999

E-MAIL

csiegris@bowlesrice.com

Oakvale Road Public Service District
Princeton, West Virginia

West Virginia-American Water Company
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

West Virginia Infrastructure and
Jobs Development Council
Charleston, West Virginia

Re: Oakvale Road Public Service District
Water Revenue Bonds, Series 1999A
(West Virginia Infrastructure Fund)

Ladies and Gentlemen:

We have served as counsel to One Valley Bank, National Association (the "Bank"), in connection with the issuance by the Bank of its Letter of Credit, No. 99-017, dated April 23, 1999, in the amount of \$110,216 (the "Letter of Credit"), for the account of Oakvale Road Public Service District (the "District"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, the beneficiary of which Letter of Credit is the West Virginia Water Development Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council and the applicant of which Letter of Credit is West Virginia-American Water Company.

The Letter of Credit is provided in lieu of a funded debt service reserve and secures the payment of up to \$110,216, which we are advised is equal to two (2) years' debt service on the District's Water Revenue Bonds, Series 1999A (West Virginia Infrastructure Fund), dated April 23, 1999, in the principal amount of \$1,268,489. The Letter of Credit has been delivered by the Bank pursuant to an Application dated April 12, 1999, and a Note and Security Agreement, dated April 23, 1999 (collectively, the "Application").

BOWLES RICE
McDAVID GRAFF & LOVE, PLLC

April 23, 1999
Page 2

In connection with this opinion, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the Letter of Credit, the Application and such other documents and certificates and have conducted such investigations of law, as we have deemed necessary for purposes of rendering this opinion. We have assumed the authenticity of all documents and certificates submitted to us as originals, the conformity to originals of all documents and certificates submitted to us as copies, and the due authorization, execution and delivery of all such documents and certificates by other parties thereto, if any.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bank is a national banking association under the laws of the United States of America and qualified to do business in the State of West Virginia, with the power and authority to issue and deliver the Letter of Credit under applicable provisions of law.
2. The Letter of Credit has been duly authorized, executed and delivered by the Bank, and constitutes the valid and binding obligation of the Bank, enforceable upon the Bank in accordance with its terms, except as may be limited by the laws of the bankruptcy, receivership, or other similar laws affecting the enforcement of creditors' rights generally, by the application of public policy, or by the exercise of judicial discretion.

Very truly yours,

BOWLES RICE McDAVID GRAFF & LOVE, PLLC

Bowles Rice McDavid Graff & Love, PLLC

CPS/spg

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS AND AGREEMENT
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. RATES
12. PUBLIC SERVICE COMMISSION ORDER
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. PUBLICATION OF NOTICE OF BORROWING
16. SPECIMEN BOND
17. CONFLICT OF INTEREST
18. YEAR 2000 COMPLIANCE
19. LETTER OF CREDIT

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Oakvale Road Public Service District in Mercer and Summers Counties, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, hereby certify in connection with the \$1,268,489 Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds" or the "Series 1999 A Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined shall have the same meaning set forth in the Bond Resolution of the Issuer duly adopted April 20, 1999, and a Supplemental Resolution of the Issuer duly adopted April 20, 1999 (collectively, the "Bond Legislation"), when used herein.

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the acquisition or construction of the Project, the operation of the System, the receipt of the Net Revenues, or in any way contesting or affecting the validity of the Bonds or the Agreement, 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, or the collection of the Net Revenues or pledge thereof.

3. **GOVERNMENTAL APPROVALS AND BIDDING:** Based upon the diligent inquiry of the undersigned counsel, 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 AND AGREEMENT:** There has been no adverse change in the financial condition of the Issuer since the approval and execution and delivery by the Issuer of the Loan Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement. The Issuer will 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 1999 A Bonds as to liens, pledge and source of and security for payment, being the Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), dated December 4, 1996, issued in the original aggregate principal amount of \$12,700,000 (the "Prior Bonds").

The Issuer is in compliance with the covenants of the Prior Bonds and the Series 1999 A 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. The Issuer has obtained the written consent of the Holders of the Prior Bonds to the issuance of the Series 1999 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

The Issuer has heretofore temporarily financed a portion of the costs of acquisition and construction of the Project with proceeds of its Waterworks Facilities Bond

and Grant Anticipation Notes, Series 1999 A, dated January 26, 1999, issued in the original principal amount of \$1,500,000 (the "Notes"). The Issuer intends to pay a portion of the outstanding principal of and interest accrued on the Notes with a portion of the proceeds of the Series 1996 Bonds and the Series 1999 A Bonds. The Notes are not payable from Net Revenues of the System.

The Agreement is in full force and effect and the Company is making the required payments thereunder.

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

Bond Resolution

Supplemental Resolution

Loan Agreement

Public Service Commission Orders

Infrastructure Council Approval

County Commission Orders on Creation and Enlargement of District

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Affidavit of Publication on Borrowing

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

1996 Bond Resolution and Supplemental Resolution

Consent of 1996 Bondholder

Agreement between Issuer and Company

Letter of Credit and Related Documents

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

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Ronnie Stump	June 1, 1995	June 1, 2001
Hillis Warren	May 31, 1996	May 31, 2002
Richard Nowlin	December 31, 1995	December 31, 2001

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 1999 are as follows:

Chairman	-	Ronnie Stump
Secretary	-	Hillis Warren
Treasurer and Acting Secretary	-	Richard Nowlin

The duly appointed and acting counsel to Issuer is William S. Winfrey, II, of Princeton, West Virginia.

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

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

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

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

11. **RATES:** The Issuer has received the Final Orders of the Public Service Commission of West Virginia entered on October 28, 1994, and February 5, 1996, in Case No. 94-0098-W-PWD-PC-CN, approving the rates and charges for the services of the System and has adopted a resolution prescribing such rates and charges. The time for appeal of such Final Orders has expired prior to the date hereof without any appeal.

12. **PUBLIC SERVICE COMMISSION ORDER:** The Issuer has received the Final Orders of the Public Service Commission of West Virginia entered on October 28, 1994, February 5, 1996, April 2, 1999, and April 19, 1999, in Case No. 94-0098-W-PWD-PC-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Orders dated April 2, 1999, and April 19, 1999, has not expired prior to the date hereof. However, the parties thereto have stated that they do not intend to appeal such Final Orders. Such Final Orders are not subject to appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to the original application. The Issuer hereby certifies that it does not intend to appeal such Final Orders.

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, dated the date hereof, by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon the Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the Loan Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

14. **BOND PROCEEDS:** On the date hereof, the Issuer received \$33,806 from the Council and the Authority, being a portion of the principal amount of the Bonds and more than a de minimis amount of the proceeds of the 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 BORROWING:** The Issuer has published any required notice with respect to, among other things, the amount of the Bonds, the interest rate and terms of the Bonds, the acquisition and construction of the Project, the anticipated user rates and charges, and the date of 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 West Virginia Code of 1931, as amended.

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

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

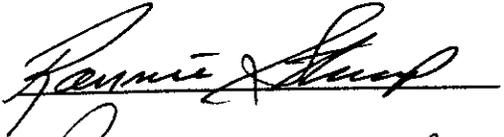
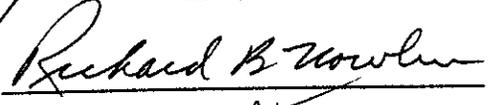
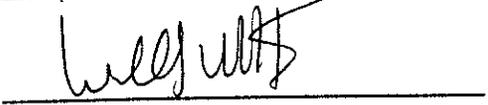
18. **YEAR 2000 COMPLIANCE:** The Issuer represents that it has undertaken or will undertake an investigation to determine whether the operations of the System, including but not limited to any billing, collection and inventory computer programs of the System and any electronic or mechanical components of the System are Year 2000 Compliant. The Issuer further represents that if it determines as a result of this investigation that any Mission-Critical Component of the System is not Year 2000 Compliant, the Issuer (i) will take timely and affirmative action to repair or replace any such component, and (ii) will perform adequate testing to ensure the sound operation and Year 2000 Compliant status of the repaired or replaced component. For purposes of this paragraph, "Year 2000

Compliant" means, with respect to the information technology the Issuer uses or will use in the operation of the System (including any date-sensitive microprocessors embedded in electronic or mechanical components of the System), the information technology is designed to be used prior to, during and after calendar Year 2000 A.D., and the information technology used during each such time period will accurately receive, provide and process date-time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including the years 1999 and 2000, and leap-year calculations, and will not malfunction, cease to function, or provide invalid or incorrect results as a result of date-time data. For purposes of this paragraph, "Mission-Critical Component" means any component of the System that would be critical to (a) the System's continued operation after January 1, 2000; (b) the Issuer's ability to continue to bill its customers and collect amounts billed from those customers after January 1, 2000; or (c) the Issuer's ability to make all principal and interest payments for the Bonds as and when they become due.

19. LETTER OF CREDIT: On the date hereof, upon the delivery of the Bonds, the Letter of Credit shall be delivered in lieu of a funded debt service reserve account for the Bonds.

WITNESS our signatures and the official seal of OAKVALE ROAD PUBLIC SERVICE DISTRICT on this 23rd day of April, 1999.

[CORPORATE SEAL]

<u>SIGNATURE</u>	<u>OFFICIAL TITLE</u>
	Chairman
	Secretary
	Counsel to Issuer

04/19/99
667990/98001



OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF
WEST VIRGINIA-AMERICAN WATER COMPANY ON:

1. INCUMBENCY AND SIGNATURES
2. DUE INCORPORATION AND GOOD STANDING
3. CERTIFICATION OF COPIES OF DOCUMENTS
4. AUTHORIZATION FOR EXECUTION AND DELIVERY OF DOCUMENTS
5. EXECUTION, DELIVERY AND VALIDITY OF AGREEMENT
6. NO LITIGATION
7. AGREEMENTS AND OBLIGATIONS
8. NO CHANGE IN CONDITION
9. LETTER OF CREDIT

The undersigned VICE PRESIDENT of WEST VIRGINIA-AMERICAN WATER COMPANY, a corporation located within and incorporated under the laws of the State of West Virginia (the "Company"), HEREBY CERTIFIES in connection with the authorization, execution and delivery of an Agreement, dated May 8, 1995, by and between Oakvale Road Public Service District (the "Issuer") and the Company, as amended (the "Agreement"), whereby the Company has agreed to make certain payments to the Issuer to permit the Issuer to pay when due, the principal of and interest on its \$1,268,489 aggregate principal amount of Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund) (the "Bonds"), of to be issued to West Virginia Water Development Authority (the "Authority"), pursuant to a Bond Resolution of the Issuer adopted April 20, 1999, as supplemented by a Supplemental Resolution of the Issuer adopted April 20, 1999 (collectively, the "Bond Resolution"), all capitalized terms used herein and not otherwise defined herein to have the same meanings set forth in the Bond Resolution, as follows:

1. **INCUMBENCY AND SIGNATURES:** The undersigned is and was at all relevant times the duly elected, qualified and serving Vice President of the Company, duly elected or appointed by the Board of Directors of the Company, and is familiar with the terms of the transactions described in the Documents, herein defined. Set forth below is my true and genuine signature.

2. **DUE INCORPORATION AND GOOD STANDING:** The Company is a corporation duly created, validly existing and in good standing under the laws of the State of West Virginia, duly authorized to conduct its affairs and transact business in the State of West Virginia, and is not prohibited by any provision of its Articles of Incorporation or By-Laws from conducting its business described in, or effectuating the transactions contemplated in, the Agreement and the other Documents, herein defined.

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

Certified copy of Articles of Incorporation, including all Amendments.

Certified copy of Certificate of Good Standing.

Certified copy of Bylaws.

Resolution of Board.

Agreement between Issuer and Company.

Letter of Credit and Related Documents.

4. **AUTHORIZATION FOR EXECUTION AND DELIVERY OF DOCUMENTS:** There are delivered herewith true, correct and complete copies of the Resolution, duly and regularly adopted by the Board of Directors of the Company, at a meeting duly called and held pursuant to all required notice, which Resolution has been adopted pursuant to the Articles of Incorporation and By-Laws of the Company and which Resolution authorizes the execution and delivery of the Agreement, and all other documents, agreements, instruments and certificates in connection therewith, to which the Company is a party. The Company has full and all requisite right, power and authority to own and operate its properties, to carry on its business as now conducted, to execute, deliver and carry out and perform the terms, obligations and conditions set forth in the Documents. The Resolution referred to in this paragraph has not been amended, modified, supplemented or repealed and is in full force and effect on the date hereof.

5. **EXECUTION, DELIVERY AND VALIDITY OF AGREEMENT.** The Agreement has been duly authorized, executed and delivered by the Company and on its behalf by duly chosen, qualified and acting officers of the Company, pursuant to the resolution herein described and the By-laws of the Company, has not been altered, modified or otherwise amended and is in full force and effect as of the date hereof. The Agreement constitutes a valid and legally binding agreement and obligation of the Company enforceable in accordance with its terms, except (i) as the same shall be subject to limitations upon the right to obtain judicial orders requiring specific performance or granting injunctive relief, (ii) as may be limited by the laws of bankruptcy, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally, and (iii) as enforceability of indemnity provisions contained therein may be limited under applicable laws or may be against public policy. The execution and delivery of the Agreement by the Company and the compliance with the provisions thereof will not conflict with, result in a breach of the terms, conditions or provisions of or constitute a default under, or result in the creation or any imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to,

the Articles of Incorporation or By-laws of the Company or the terms of any indenture, mortgage, deed of trust, loan agreement, undertaking or other agreement, document or instrument to which the Company is a party or bound or to which any of the property or assets of the Company are subject, nor will such action conflict with, result in a material breach of, constitute a default under or result in a violation of any statute, law, ordinance, judgment, ruling, decree, order, rule or regulation to which the Company is subject or to which any of its properties are subject or which is applicable to the transactions described herein; and no consent, certificate, approval, authorization, order, registration, exemption or qualification of or with any court or any regulatory authority or any governmental authority or body is required for the execution and delivery of the Agreement by the Company or in connection with the Project, the Agreement or the transactions contemplated thereby, except those already obtained.

6. **NO LITIGATION:** No litigation, proceeding, suit, inquiry, action or investigation at law or in equity is pending or, to the knowledge of the undersigned, threatened (or is there any basis therefor), against or affecting the Company in or before or by any court, public board or administrative body, which would restrain or enjoin the execution or delivery of the Documents or the performance of any obligations of the Company contained therein or matters in connection therewith, or in any way contesting or affecting the Documents, or attempting to limit, restrain, enjoin or prevent the Company from functioning and making the payments required thereunder, or which questions the validity of the Documents or any documents or the transactions contemplated thereby, or contesting the corporate existence of the Company, or wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the financial condition of the Company, the validity or enforceability of the Documents, the Company's ability to perform its obligations under the Documents or the corporate existence or powers of the Company. There is no action or proceeding pending or threatened looking toward liquidation or dissolution of the Company.

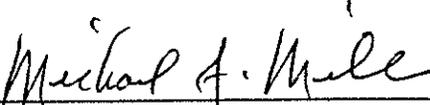
7. **AGREEMENTS AND OBLIGATIONS:** All agreements, covenants, arrangements and conditions to be complied with or satisfied and all obligations to be performed by the Company pursuant to or in connection with the Documents or the transactions contemplated thereby on or prior to the date of such documents have been complied with, satisfied and performed and there are no defaults or events of default under the Documents or such documents which have occurred and are continuing.

8. **NO CHANGE IN CONDITION:** There have been no undisclosed material adverse changes in the financial condition of the Company since the offer by the Authority to purchase the Bonds.

9. **LETTER OF CREDIT:** The Company hereby agrees to obtain a letter of credit, including all renewal or replacement letters of credit, in lieu of a funded debt service reserve account for the Bonds so long as the Bonds are outstanding. Without limiting the generality of the foregoing, the Company further agrees to promptly pay all fees and expenses in connection with the Letter of Credit, which payments shall be in addition to any other financial obligations of the Company with respect to the Bonds or otherwise to the Issuer.

IN WITNESS WHEREOF, I have hereunto set my hand on this 23rd day of April, 1999.

WEST VIRGINIA-AMERICAN WATER COMPANY



Vice President

ATTEST:



Secretary

04/22/99
667990/98001



STAFFORD CONSULTANTS INCORPORATED

Engineering, Design, and Consulting

OAKVALE ROAD PUBLIC SERVICE DISTRICT

**Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)**

CERTIFICATE OF ENGINEER (R-2)

We, Edward L. Shutt, Registered Professional Engineer, West Virginia License No. 7314 and Jack D. Stafford, Registered Professional Engineer, West Virginia License No. 6753, of Stafford Consultants, Princeton, West Virginia, hereby certify as follows:

1. Stafford Consultants, Incorporated is engineer for the acquisition and construction of certain improvements and extensions to the existing public waterworks facilities (the "Project") of Oakvale Road Public Service District (the "Issuer") to be constructed in Mercer County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. All capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on April 20, 1999, and the Loan Agreement dated April 23, 1999, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council").

2. The Bonds are being issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project, and (ii) paying costs of issuance and related costs.

3. To the best of our 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 Stafford Consultants, Incorporated and approved by the West Virginia Bureau for Public Health, Office of Environmental Health Services Permit No. 13,956 and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project design is adequate for its intended purpose and when properly constructed, in our profession opinion, has an anticipated useful life of at least forty years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A; (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 West Virginia Bureau for Public Health, Permit No. 13,956 and the bid form(s) provided to the bidders contain the critical

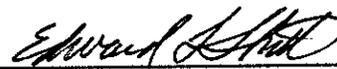
operational components of the Project; (vi) the successful bid(s) include prices for every item on such bid form(s); (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained the following permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System,

- a. West Virginia Office of Environmental Health Services Permit No. 13,956.
- b. West Virginia NPDES Permit No. WV0115100 Bent Mountain Road Phase II-C - Water Project.
- c. West Virginia Division of Highway's Permit No. 0-97-0603.
- d. West Virginia Division of Highways Permit Nos.: 0-98-0453 and 0-98-0454.
- e. Orders of the West Virginia Public Service Commission Certificate of Convenience and Necessity entered October 28, 1994, February 5, 1996, April 2, 1999 and April 19, 1999 in Case No. 94-0098-W-PWD-PC-CN and, in our professional opinion, no other permits are required.

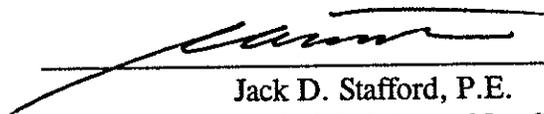
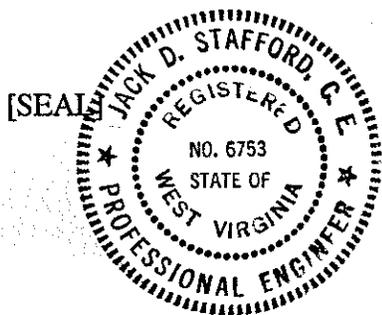
(ix) the net proceeds of the Bonds and Phase I loan funds of \$324,250.90 are sufficient to pay the costs of acquisition and construction of the Project approved by the West Virginia Bureau for Public Health; and (x) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project and Sources of Funds" for the Project.

WITNESS our signatures and seals on this 23rd day of April 1999.

STAFFORD CONSULTANTS, INCORPORATED



Edward L. Shutt, P.E.
West Virginia License No. 7314



Jack D. Stafford, P.E.
West Virginia License No. 6753

Attachments

Exhibit A - Schedule B - Total Cost of Project and Sources of Funds

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL
OAKVALE ROAD PSD
BENT MOUNTAIN

FINAL TOTAL COST OF PROJECT, SOURCES OF FUNDS, AND COST OF FINANCING

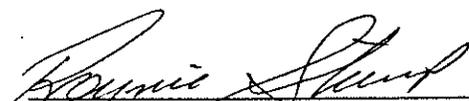
A. Cost of Project	Total	PHASE II LOAN	PHASE I UNDERRUN
1. CONST. CONTRACT 4-A	\$1,021,757.00	\$799,117.16	\$222,639.84
1. CONST. CONTRACT 4-B	\$94,835.00	\$94,835.00	
1. CONST. - CONT. 4A - ADD ALTERNATE #1	\$164,529.00	\$164,529.00	
1. CONST. - CONT. 4B - CHANGE ORDER #1	\$8,365.00	\$8,365.00	
2. Technical Services			
Basic Engineering	\$15,111.00	\$13,120.00	\$1,991.00
Resident Inspection	\$46,882.80	\$41,000.00	\$5,882.80
Special Services	\$7,437.18	\$6,800.00	\$637.18
3. Legal/Fiscal	\$1,748.00	\$1,000.00	\$748.00
4. Administration - Region I	\$3,382.34	\$2,000.00	\$1,382.34
5. Sites, Permits and Other Land Costs	\$16,160.00	\$16,160.00	\$0.00
6. OVB Loan Repayment *(see attachment)	\$90,969.74	\$0.00	\$90,969.74
7. Interim Financing	\$536.00	\$536.00	\$0.00
8. Contingency	\$105,776.84	\$105,776.84	\$0.00
9. TOTAL COSTS	\$1,577,489.90	\$1,253,239.00	\$324,250.90
B. Sources of Fund			
10. Federal Grants:			
a.			
b.			
11. State Grants:			
a.			
b.			
12. Other Grants:			
13. Any Other Source:			
a. IJDC SERIES 1996 3% (PHASE I) LOAN	\$324,250.90		
b.			
14. Infrastructure Fund Grant			
15. Total of Lines 10 through 14	\$324,250.90		
16. Net Proceeds Required from Bond Issue (Line 9 minus Line 15)	\$1,253,239.00		
C. Cost of Financing			
17. Funded Reserve Account	\$0.00		
18. Other Costs			
a. BOND COUNSEL	\$15,000.00	\$15,000.00	\$0.00
b. OVB COST OF FINANCING	\$250.00	\$250.00	\$0.00
19. Total Cost of Financing (Lines 17 and 18)	\$15,250.00		
20. Size of IJDC Bond Issue	\$1,268,489.00		
TOTAL FUNDING	\$1,592,739.90	\$1,268,489.00	\$324,250.90

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

**SCHEDULE B - ATTACHMENT 1
Oakvale Road Public Service District
Bent Mountain Water Project - Series 1999**

**One Valley Bank, Charleston
Interim Financing Loan Account No. 5532336
Line item 6 Cost Breakdown**

Schedule B Line Item	OVB Loan Amount	Remaining Schedule B Amount	Project Total
1. Construction	\$0.00	\$1,289,486.00	\$1,289,486.00
2. Technical Services			
Basic Engineering	\$44,009.00	\$15,111.00	\$59,120.00
Resident Inspection	\$117.20	\$46,882.80	\$47,000.00
Special Services	\$9,362.82	\$7,437.18	\$16,800.00
3. Legal/Fiscal	\$252.00	\$1,748.00	\$2,000.00
4. Administration	\$6,617.66	\$3,382.34	\$10,000.00
5. Sites, Permits, Other	\$18,840.20	\$16,160.00	\$35,000.20
6. OVB Loan Repayment	NA	NA	\$0.00
7. Interim Financing	\$9,863.86	\$536.00	\$10,399.86
8. Contingency	\$0.00	\$105,776.84	\$105,776.84
18a. Bond Counsel	\$1,835.00	\$15,000.00	\$16,835.00
18b. Cost of Financing	\$72.00	\$250.00	\$322.00
PROJECT TOTALS	\$90,969.74	\$1,501,770.16	\$1,592,739.90



GOVERNMENTAL AGENCY

4-23-99

DATE



CONSULTING ENGINEER

4-23-99

DATE

April 23, 1999

Oakvale Road Public Service District
Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

West Virginia Water
Development Authority
Charleston, West Virginia

West Virginia Infrastructure and
Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the agreed payments to be made by West Virginia-American Water Company (the "Company") to Oakvale Road Public Service District (the "Issuer"), under that certain Agreement dated as of May 8, 1995, by and between the Company and the District, as approved in the Final Order of the Public Service Commission of West Virginia entered February 5, 1996, in Case No. 94-0098-W-PWD-PC-CN, it is our opinion that such payments will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of the Issuer, will be sufficient to pay 100% of the maximum amount required in any year for debt service on the Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), to be issued to the West Virginia Water Development Authority on the date hereof, and the Issuer's outstanding Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund).

Very truly yours,



Nancy C. Hodges, CPA

IN RE: PUBLIC SERVICE DISTRICT IN EAST RIVER DISTRICT.
KNOWN AS OAKVALE ROAD PUBLIC SERVICE DISTRICT

Thereupon the Clerk of the County Court of Mercer County, West Virginia, presented to the Court a petition of residents and property owners of the community of the Oakvale Road, of Mercer County, West Virginia, asking for the creation of a Public Service District in the area described therein, and asking that the County Court adopt a proposed resolution and enter an order fixing a date of hearing, on the creation of a public service district in the community of the Oakvale Road of Mercer County as set forth in said petition.

Fred Thomason introduced and caused to be read a proposed resolution and order entitled:

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

Mr. Fanning moved that said resolution and order be adopted.

Mr. Thomason seconded the motion, and after due consideration, the President put the question on the motion and the roll being called the following voted:

Aye:	Fred Thomason	President
	J. C. Fanning	Commissioner
	Frank Gibson	Commissioner
Nay:	None	

Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

A RESOLUTION AND ORDER FIXING A DATE OF HEARING ON THE CREATION OF A PROPOSED PUBLIC SERVICE DISTRICT WITHIN MERCER COUNTY, WEST VIRGINIA: AND PROVIDING FOR THE PUBLICATION OF A NOTICE OF SUCH HEARING.

Whereas, there has heretofore been filed in the office of the Clerk of the County Court of Mercer County, West Virginia, a petition to this County Court, for the creation of a public service district within Mercer County, West Virginia; and

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

Whereas, Pursuant to the provisions of Article 13A of Chapter 16 of the West Virginia Code this County Court upon presentation of such petition is required to fix a date of hearing on the creation of the proposed public service district;

Now, therefore, Be it and it is hereby resolved and ordered by the County Court of Mercer County, West Virginia, as follows:

Section 1. That the County Court of Mercer County, West Virginia, hereby finds and declares that there has been filed in the office of the County Court Clerk and presented by said County Court Clerk to this County Court a petition for the creation of a public service district within Mercer County, West Virginia, which petition contains a description sufficient to identify the territory to be embraced within the proposed public service district and name of the public service district and which petition has been signed by at least one hundred legal voters resident within and owning real property within the limits of the proposed public service district, and said County Court further finds and declares that said petition in all respects meets the requirements of Article 13A of Chapter 16 of the West Virginia Code.

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

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

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

Beginning at the intersection of U. S. Route No. 219 and W. Va. Route No. 20, thence with the corporate line of the City of Princeton and W. Va. Route No. 20 N 42° 10' E. 0.66 miles to a point having a latitude of North 39° 22' 30" and a longitude of W. 81° 04' 03", thence S. 67° 30' E. 1.45 miles to the West Virginia Toll Road having a latitude of N. 39° 22' 00" and a longitude W. 81° 02' 33", thence with the Toll Road S. 4° 40' W. 0.44 miles to a point having a latitude of N. 39° 21' 37" and a longitude of W. 81° 02' 35", thence S. 68° 55' W. 0.86 miles to a point having a latitude of N. 39° 21' 21" and a longitude of W. 81° 03' 28", thence N. 56° 05' W. 1.3 miles to a point having a latitude of N. 39° 21' 57" and a longitude W. 81° 04' 38", thence N. 42° 10' E. 0.18 miles to the beginning as shown on map prepared by J. H. Milam, Inc., Consulting Engineers, April 1957.

All of which lies in the East River Magisterial District of Mercer County and adjoining the City of Princeton, West Virginia, and contains generally the subdivision of Shumate, Elmore, Long View, Johnson, Cherry Lawn Trailer Court and Whittaker Trailer Court.

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

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

Section 3. That on June 10th, 1957, at the Courthouse at 10 o'clock A.M., the County Court shall meet in the County Court House at Princeton, 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 before this County Court and shall have an opportunity to be heard for and against the creation of said district, and at such hearing, this County Court shall consider and determine the feasibility of the creation of the proposed public service district.

Section 4. That the County Court Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on May 16, 1957, in the Sunset News, a newspaper of general circulation published in Mercer County.

NOTICE OF PUBLIC HEARING
ON CREATION OF OAKVALE
ROAD PUBLIC SERVICE
DISTRICT

Notice is hereby given that a legally sufficient petition has been filed with the Clerk of the County Court of Mercer County, West Virginia, and has been presented to the County Court of Mercer for the creation of a public service district within Mercer County, for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and sewerage services within said district and also outside said district to the extent permitted by law; to be named "Oakvale Road Public Service District" and having the following described boundaries:

Beginning at the intersection of U. S. Route No. 219 and W. Va. Route No. 20, thence with the corporate line of the City of Princeton and W. Va. Route No. 20 N. $42^{\circ} 10' E.$ 0.66 miles to a point having a latitude of North $39^{\circ} 22' 30''$ and a longitude W. $81^{\circ} 04' 03''$, thence with S. $67^{\circ} 30' E.$ 1.45 Miles to the West Virginia Toll Road having a latitude of N. $39^{\circ} 22' 00''$ and a longitude W. $81^{\circ} 02' 33''$, thence with the Toll Road S. $4^{\circ} 40' W.$ 0.44 miles to a point having a latitude of N. $39^{\circ} 21' 37''$ and a longitude of W. $81^{\circ} 02' 35''$, thence S. $68^{\circ} 55' W.$ 0.86 miles to a point having a latitude of N. $39^{\circ} 21' 21''$ and a longitude of W. $81^{\circ} 03' 28''$, thence N. $56^{\circ} 05' W.$ 1.3 miles to a point having a latitude of N. $39^{\circ} 21' 57''$ and a longitude W. $81^{\circ} 04' 38''$, thence N. $42^{\circ} 10' E.$ 0.18 miles to the beginning as shown on map prepared by J. H. Milam, Inc., Consulting Engineers, April 1957.

All of which lies in the East River Magisterial District of Mercer County and adjoining the City of Princeton, West Virginia, and contains generally the subdivision of Shumate, Elmore, Long View, Johnson, Cherry Lawn Trailer Court and Whittaker Trailer Court.

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 Mercer County will conduct a public hearing on June 10th, 1957 at 10 o'clock A. M., in the County Court House at Princeton, 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 day May 13, 1957.

Lowery G. Bowling
County Court Clerk

Adopted by the County Court May 13, 1957.

Fred Thomason
President

Attest:

Lowery G. Bowling
Clerk

STATE OF WEST VIRGINIA }
COUNTY OF MERCER } ss

I, Lowery G. Bowling, hereby certify that I am the duly qualified and acting Clerk of the County Court of Mercer County, West Virginia, and that the foregoing constitutes a true, correct and complete transcript of the proceedings of said County Court as had under date of May 13, 1957, and a resolution and order then adopted relating to the proposed creation of the Oakvale Road Public Service District, all as shown by the official records in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said Court of Mercer, West Virginia this May 13, 1957.

Lowery G. Bowling
County Court Clerk

IN RE: OAKVALE ROAD 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 Oakvale Road Public Service District, as contemplated and provided for in a resolution and order adopted by the County Court on May 13th, 1957, the president announced that all persons residing in or owning or having any interest in property in such proposed public service district desiring to be heard for or against the creation of said district would be heard and all such interested persons desiring to be heard were given full opportunity.

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

"A resolution and order creating Oakvale Road Public Service District in Mercer County, West Virginia"

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposal resolution and order be adopted. Frank Gibson seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

Aye: Fred Thomason, J. C. Fanning and Frank Gibson.

Nay: _____

Whereupon, the President declared the motion duly carried and said resolution and order duly adopted.

Fred Thomason introduced and caused to be read a proposed resolution and order, entitled:

"A Resolution and Order appointing members to the public service board of the Oakvale Road Public Service District."

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. J. C. Fanning seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

Aye: Fred Thomason, J. C. Fanning, Frank Gibson.

Nay: _____

Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

Fred Thomason,
President.

Attest: Lowery G. Bowling, Clerk.

A RESOLUTION AND ORDER CREATING OAKVALE ROAD PUBLIC SERVICE DISTRICT IN MERCER COUNTY, WEST VIRGINIA.

WHEREAS, the County Court of Mercer County, West Virginia, did heretofore by a resolution and order adopted April 6, 1957, fix a date for a public hearing on the creation of the proposed Oakvale Road Public Service District and in and by said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the creation of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13A of Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of said district, but no written protest has been filed by the

requisite number of qualified voters registered and residing within said proposed public service district and said County Court has given due consideration to all matters for which such hearing was offered; and,

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

NOW, THEREFORE, Be it and it is hereby resolved and ordered by the County Court of Mercer County, West Virginia, as follows:

SECTION I. That a public service district within Mercer County, West Virginia, is hereby created, and said district shall have the following boundaries:

BEGINNING at the intersection of U. S. Route No. 219 and West Virginia Route No. 20; thence with the corporate line of the City of Princeton and W. Va. Route No. 20 N. 42° 10' E. 0.66 miles to a point having a latitude of North 39° 22' 30" and a longitude of W. 81° 04' 03", thence S. 67° 30' E. 1.45 miles to the West Virginia Toll Road having a latitude of N. 39° 22' 00" and a longitude W. 81° 02' 33"; thence with the Toll Road S. 4° 40' W. 0.44 miles to a point having a latitude of N. 39° 21' 37" and a longitude of W. 81° 02' 35"; thence S. 68° 55' W. 0.86 miles to a point having a latitude of N. 39° 21' 21" and a longitude of W. 81° 03' 28"; thence N. 56° 05' W. 1.3 miles to a point having a latitude of N. 39° 21' 57" and a longitude W. 81° 04' 38"; thence N. 42° 10' E. 0.18 miles to the BEGINNING, as shown on map prepared by J. H. Milam, Inc., Consulting Engineers, April, 1957.

All of which lies in the East River Magisterial District of Mercer County and adjoining the City of Princeton, West Virginia, and contains generally the subdivision of Shumate, Elmore, Long View, Johnson, Cherry Lawn Trailer Court and Whit-taker Trailer Court.

SECTION 2. That said public service district so created shall have the name and corporate title of "Oakvale Road 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 district by the laws of the State of W. Va., and particularly Article 13A of Chapter 16 of the West Virginia Code.

SECTION 3. That the County Court of Mercer County, West Virginia, has determined that the territory within Mercer County, West Virginia, having the heretofore described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying both water and sewerage services within such territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such areas.

ADOPTED BY THE COUNTY COURT JUNE 10th. 1957.

ATTEST:
Lowery G. Bowling, Clerk.

Fred Thomason
President

STATE OF WEST VIRGINIA,

COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order, as taken from Minute Order Book 19, page 14.

Given under my hand and Seal of said Commission, this the 22nd day of January, 1996.


MERCER COUNTY COMMISSION CLERK

WEST VIRGINIA:

At an adjourned session of the County Commission, continued and held for the County of Mercer, at the Courthouse thereof, on Friday, December 30th 1977.

Present: Luther H. Byrd, President.

Present: Joe Coburn, Commissioner.

Present: Clarence Six, Commissioner.

RE: OAKVALE ROAD PUBLIC SERVICE DISTRICT - BOUNDARIES.

It is brought on for discussion the proposal to extend the Oakvale Road Public Service District boundaries to include a certain area near the West Virginia Turnpike and extending North towards Athens for the purpose of furthering the sanitary facilities in the County. It is brought to the attention of the County Commission that the Oakvale Road Public Service District was funded by the County Commission, and after discussion concerning the necessity of extending the presently existing boundaries, upon motion of Joe Coburn, seconded by Clarence Six, it was unanimously approved that the boundaries of the presently existing Oakvale Road Public Service District be extended as set forth in the hereinafter description, and that an order be entered proposing the extension of said boundaries as set forth herein.

It is further ORDERED that pursuant to West Virginia Code, Chapter 16, Article 11A, Section 2, a Notice be placed in the Bluefield Daily Telegraph, a newspaper of general circulation in the area to be affected, that a hearing on this proposed Order be held on the Commission on the 20 day of January, 1978, at 9:30 o'clock A. M., notifying

the public that said hearing be held for the purpose of accepting any petitions for objection to said proposed extension or for the purpose of accepting any further objections to said proposed extension.

Be it further ORDERED that this publication be placed as a Class I legal advertisement, said publication to be made at least 10 days before the above said hearing date. Be it further ORDERED that a copy of said Notice be placed at five conspicuous places in the proposed extended area, and that said Notice be placed at least 10 days prior to the notice of the hearing hereon.

OAKVALE ROAD PUBLIC SERVICE DISTRICT
DESCRIPTION

BEGINNING at a point having a latitude of North 39° 22' 33" and a longitude of West 81° 04' 03"; this point being the Northwestern most corner of the existing PSD boundary; thence

N. 52° W. 0.17 Mi. to a point; thence

N. 20° W. 0.38 Mi. to the old Athens Road; thence with the old Athens Road in a Northeasterly direction 1.14 Mi. to a point where the old Athens Road crosses the West Virginia Turnpike; thence

in a Northeasterly direction with the old Athens Road approximately 0.95 mi. to a cemetery on the Northern side of the same said Road; thence

S. 84° E. 0.25 Mi. to a point; thence

N. 34° E. 0.36 Mi. to a point; thence

S. 71° E.

0.19 Mi.

N. 67° 30' E.

1.45 Mi.

to a point; thence with a ridge line in a southerly direction 1.23 Mi. to a point; thence in a southerly direction approximately 1.99 Mi. to a point having a latitude of N. 39° 22' 00" and a longitude of W. 81° 02' 33"; the same said point being the Northeastern corner of the existing PSD boundary; thence with the existing PSD boundary, to the Beginning.

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, WILSON D. HARVEY, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order as taken Minute Order Book #25, page #568.

Given under my hand and Seal of said Commission, this the 16th day of April, 1981.

Wilson D. Harvey CLERK.
MERCER COUNTY COMMISSION
BY: Ray R. Ball DEPUTY CLERK.

WEST VIRGINIA:

At an adjourned session of the County Commission, continued and held for the County of Mercer, at the Courthouse thereof, on Thursday, February 16th, 1978.

Present:	Joe Coburn,	President.
Present:	Luther H. Byrd,	Commissioner.
Present:	Clarence W. Six,	Commissioner.

RE: OAKVALE ROAD PUBLIC SERVICE DISTRICT - BOUNDARIES.

O R D E R

There came on for final hearing on this the 16th day of February, 1978, before the Mercer County Commission the question of the extension of the present boundaries of the Oakvale Road Public Service District as set forth in the Order of this Commission previously entered on the 30th day of December, 1977, setting forth the proposed expansion or extension of the Oakvale Road Public Service District and further setting forth the requirement that the notice of a hearing on this question be placed in a newspaper of general circulation in the area, along with five notices of this said hearing being personally placed in conspicuous locations within the proposed new area, all being

certified to by the Bluefield Daily Telegraph, in which said newspaper the notice was duly published as required by law, a certificate of said publication being herewith received and being herewith ordered filed, and a certificate executed by Mr. Trevor Hazlewood that he has posted five notices of said hearing at conspicuous locations within the new area as evidenced by his certificate herewith received and which is hereby ordered filed; there being present all Commissioners, Mr. John P. Anderson, the attorney for the Oakvale Road Public Service District, and Mr. Wilbur Smith, a representative of Pentree, Inc., the engineering firm for said Oakvale Road Public Service District, and members of the interested public.

WHEREUPON, the Commissioners proceeded to commence a public hearing as required by law on the proposed extension of said District. After hearing testimony and argument of counsel with respect to the new boundaries, this said Commission upon due motion hereto by Luther H. Byrd, and seconded by Clarence W. Six, does hereby unanimously agree and order for the extension of the Oakvale Road Public Service District which was entered by this Commission on the 30th day of December, 1977 be herewith finalized and made complete and final. It is further ordered that the residents encompassed within the extension of this said Oakvale Road Public Service District shall abide by all laws respecting newly proposed extension of the Oakvale Road Public Service District lines.

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, WILSON D. HARVEY, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order as taken from Minute Order Book #25, page #597.

Given under my hand and Seal of said Commission, this the 16th day of April, 1981.

Wilson D. Harvey CLERK.
MERCER COUNTY COMMISSION
BY: Reggie R. Rouse DEPUTY CLERK.

BEFORE THE COUNTY COMMISSION OF MERCER COUNTY, WEST VIRGINIA**In re:****OAKVALE ROAD PUBLIC SERVICE DISTRICT****ORDER TO INCREASE PUBLIC SERVICE DISTRICT BOUNDARY**

Pursuant to the provision of W. Va. Code § 16-13A-2 (1991 Replacement Vol.), on a former day came the Oakvale Road Public Service District and filed its Petition to enlarge the boundary of the Oakvale Road Public Service District, (PSD), a public service district providing water service to certain residents of Mercer County, West Virginia, to allow water service to additional residents of Mercer County and to provide similar service to residents of Summers County, West Virginia.

On December 12, 1994, came the Petitioner by William S. Winfray, II, its Counsel, and presented its Petition for a hearing. After hearing and review of the record, the Commission finds as follows:

1. Oakvale Road Public Service District is a public service formed by the County Commission of Mercer County, West Virginia;
2. The Public Service District desires to provide water service to the residents of Mercer County, West Virginia, through the Mercer/Summers Regional Water Project;
3. The purpose for the geographical expansion of the Public Service District is to provide water service to residents of the Route 20 area of Mercer County, and to the Route 20 area

of Summers County, West Virginia.

4. The expansion of the PSD is in the best interests of the affected citizens in Mercer and Summers Counties. The expansion will provide for economic development of the area, will provide short term construction and long term jobs to residents of Mercer County, and will in no way adversely affect the existing customers of the Public Service District.

5. The expansion of the Public Service District will provide increased services and eliminate the need for the creation of a new public service district in the area, which area is not currently served by a Public Service District.

6. The Public Service District has caused to be published as a Class I advertisement a notice of the hearing, a copy of which publication is attached to this Order.

7. The Public Service District has caused to be posted 5 notices within the area to be affected.

Accordingly, it is therefore ORDERED that the boundary of the Oakvale Road Public Service District be enlarged to encompass the following territory which is partially within Summers County and partially within Mercer County, as follows:

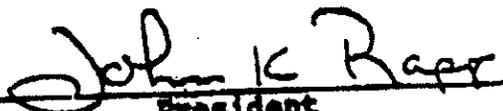
Beginning at a point being the intersection of the City limits of Princeton and WV Route 20 (also known as Athens Road); thence in a westerly direction along the City limits of Princeton boundary approximately 4,660 feet to a point; thence in a southern direction along the City limits of Princeton boundary approximately 750 feet to the waters of Brush Creek; thence in a northerly direction along the waters of Brush Creek approximately 5,500 feet to a point; thence in a northwesterly direction approximately 800 feet to the intersection of Norfolk Southern Railroad tracks and Mercer County Route 16 (also known as Brickyard Road); thence in a westerly direction approximately 11,100

feet to a point on U. S. Route 19 (Beckley Road) being approximately 1,085 feet south of the intersection of U. S. Route 19 and Blacklick Creek; thence along U. S. Route 19 approximately 750 feet to a point; thence paralleling the centerline of Mercer County Route 19/17 with a separation distance of 2,000' in the southerly direction for a distance of approximately 13,900 feet to the top of Turkey Knob Mountain; thence in a northwesterly direction approximately 9,150 feet to the centerline of the waters of Bluestone River; thence in a northeasterly direction following the centerline of the waters of the Bluestone River approximately 14,500 feet to a point; thence paralleling the centerline of U. S. Route 19 in a northerly direction with a separation distance of 1,000 feet in the westerly direction for a distance of approximately 58,500 feet to a point; thence paralleling the centerline of Interstate 77 in a southeasterly direction with a separation distance of 2,000 feet in the northwesterly direction for a distance of 13,000 feet to a point along the centerline of the waters of the Bluestone River; thence in a northerly direction along the centerline of the waters of the Bluestone River approximately 45,820 feet to a point being the county line between Mercer and Summers counties; thence continuing along the centerline of the waters of the Bluestone River in a northerly direction approximately 56,760 feet to a point being the intersection of the centerline of the waters of the Bluestone River and the western side of the WV Route 20 bridge crossing Bluestone River; thence continuing in a northerly direction along the western side of WV Route 20 approximately 17,500 feet to a point being approximately 100 feet in a northerly direction beyond the intersection of WV Route 20 and WV Route 3; thence in a northeasterly direction approximately 140 feet to a point being at the edge of water on the west bank of the Bluestone River; thence in a southerly direction following the edge of water on the west bank of the Bluestone River approximately 52,400 feet to a point being the intersection of the waters of the Bluestone River and the waters of a stream known as Toms Run, which is situate near Bull Falls camping area; thence along the waters of Toms Run approximately 17,500 feet to a point being the intersection of the waters of Toms Run and the centerline of Appalachian Power Company's high voltage power line; thence following the centerline of Appalachian Power Company's high voltage power line in a southerly direction approximately 4,700 feet to a point being the intersection of the centerline of Appalachian Power Company's high voltage power line and the centerline of Summers County Route 26; thence in a southwesterly direction approximately 24,250 feet to a point on the centerline of Mercer County Route 18 being

approximately 500 feet in a easterly direction of the intersection of Mercer County Route 18 and Mercer County Route 9/8; thence in a westerly direction along the centerline of Mercer County Route 18 approximately 500 feet to a point being the intersection of Mercer County Route 18 and Mercer County Route 9/8; thence in a southerly direction along the centerline of Mercer County Route 9/8 approximately 11,500 feet to a point being the intersection of Mercer County Route 9/8 and Mercer County Route 9/2; thence in a southwesterly direction along the centerline of Mercer County Route 9/2 approximately 6,670 feet to a point being the centerline of the intersection of Mercer County Route 9/2 and Mercer County Route 9/1 approximately 1,300 feet to a point being the centerline of the intersection of Mercer County Route 9/1 and Mercer County Route 24; thence in a southwesterly direction along the centerline of Mercer County Route 24 approximately 27,760 feet to a point in the eastern boundary of the Oakvale Road Public Service District. Said point being approximately 100 feet east of the intersection of Mercer County Route 24 and Mercer County Route 24/1; thence with the northeastern boundary of the Oakvale Road Public Service District to the point of beginning.

The Clerk shall certify a copy of this order to Counsel for the Oakvale Road Public Service District for filing with the Public Service Commission of West Virginia.

Enter:



President

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order, as taken from the records in my said office.

Given under my hand and Seal of said Commission, this the 18th day of January, 1995.


MERCER COUNTY COMMISSION CLERK

BEFORE THE COUNTY COMMISSION OF SUMMERS COUNTY, WEST VIRGINIA**In/re:****OAKVALE ROAD PUBLIC SERVICE DISTRICT****ORDER TO INCREASE PUBLIC SERVICE DISTRICT BOUNDARY**

Pursuant to the provision of W. Va. Code § 16-13A-2 (1991 Replacement Vol.), on a former day came the Oakvale Road Public Service District and filed its Petition to enlarge the boundary of the Oakvale Road Public Service District, (PSD), a public service district providing water service to certain residents of Mercer County, West Virginia, to allow water service to additional residents of Mercer County and to provide similar service to residents of Summers County, West Virginia.

On December 5, 1994, came the Petitioner by William S. Winfrey, II, its Counsel, and presented its Petition for a hearing. After hearing and review of the record, the Commission finds as follows:

1. Oakvale Road Public Service District is a public service formed by the County Commission of Mercer County, West Virginia;

2. The Public Service District desires to provide water service to the residents of Summers County, West Virginia, through the Mercer/Summers Regional Water Project;

2. The purpose for the geographical expansion of the Public Service District is to provide water service to residents of the Route 20 area of Mercer County, and to the Route 20 area

of Summers County, West Virginia.

3. The expansion of the PSD is in the best interests of the affected citizens in Mercer and Summers Counties. The expansion will provide for economic development of the area, will provide short term construction and long term jobs to residents of Mercer County, and will in no way adversely affect the existing customers of the Public Service District.

4. The expansion of the Public Service District will provide increased services and eliminate the need for the creation of a new public service district in the area, which area is not currently served by a Public Service District.

5. The Public Service District has caused to be published as a Class I advertisement a notice of the hearing, a copy of which publication is attached to this Order.

6. The Public Service District has caused to be posted 5 notices within the area to be affected.

Accordingly, it is therefore ORDERED that the boundary of the Oakvale Road Public Service District be enlarged to encompass the following territory which is partially within Summers County and partially within Mercer County, as follows:

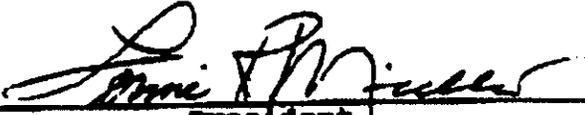
Beginning at a point being the intersection of the City limits of Princeton and WV Route 20 (also known as Athens Road); thence in a westerly direction along the City limits of Princeton boundary approximately 4,660 feet to a point; thence in a southern direction along the City limits of Princeton boundary approximately 750 feet to the waters of Brush Creek; thence in a northerly direction along the waters of Brush Creek approximately 5,500 feet to a point; thence in a northwesterly direction approximately 800 feet to the intersection of Norfolk Southern Railroad tracks and Mercer County Route 16 (also known as Brickyard Road); thence in a westerly direction approximately 11,100

feet to a point on U. S. Route 19 (Beckley Road) being approximately 1,085 feet south of the intersection of U. S. Route 19 and Blacklick Creek; thence along U. S. Route 19 approximately 750 feet to a point; thence paralleling the centerline of Mercer County Route 19/17 with a separation distance of 2,000' in the southerly direction for a distance of approximately 13,900 feet to the top of Turkey Knob Mountain; thence in a northwesterly direction approximate 9,150 feet to the centerline of the waters of Bluestone River; thence in a northeasterly direction following the centerline of the waters of the Bluestone River approximately 14,500 feet to a point; thence paralleling the centerline of U. S. Route 19 in a northerly direction with a separation distance of 1,000 feet in the westerly direction for a distance of approximately 58,500 feet to a point; thence paralleling the centerline of Interstate 77 in a southeasterly direction with a separation distance of 2,00 feet in the northwesterly direction for a distance of 13,00 feet to a point along the centerline of the waters of the Bluestone River; thence in a northerly direction along the centerline of the waters of the Bluestone River approximately 45,820 feet to a point being the county line between Mercer and Summers counties; thence continuing along the centerline of the waters of the Bluestone River in a northerly direction approximately 56,760 feet to a point being the intersection of the centerline of the waters of the Bluestone River and the western side of the WV Route 20 bridge crossing Bluestone River; thence continuing in a northerly direction along the western side of WV Route 20 approximately 17,500 feet to a point being approximately 100 feet in a northerly direction beyond the intersection of WV Route 20 and WV Route 3; thence in a northeasterly direction approximately 140 feet to a point being at the edge of water on the west bank of the Bluestone River; thence in a southerly direction following the edge of water on the west bank of the Bluestone River approximately 52,400 feet to a point being the intersection of the waters of the Bluestone River and the waters of a stream known as Toms Run, which is situate near Bull Falls camping area; thence along the waters of Tom Run approximately 17,500 feet to a point being the intersection of the waters of Toms Run and the centerline of Appalachian Power Company's high voltage power line; thence following the centerline of Appalachian Power Company's high voltage power line in a southerly direction approximately 4,700 feet to a point being the intersection of the centerline of Appalachian Power Company's high voltage power line and the centerline of Summers County Route 26; thence in a southwesterly direction approximately 24,250 feet to a point on the centerline of Mercer County Route 18 being

approximately 500 feet in a easterly direction of the intersection of Mercer County Route 18 and Mercer County Route 9/8; thence in a westerly direction along the centerline of Mercer County Route 18 approximately 500 feet to a point being the intersection of Mercer County Route 18 and Mercer County Route 9/8; thence in a southerly direction along the centerline of Mercer County Route 9/8 approximately 11,500 feet to a point being the intersection of Mercer County Route 9/8 and Mercer County Route 9/2; thence in a southwesterly direction along the centerline of Mercer County Route 9/2 approximately 6,670 feet to a point being the centerline of the intersection of Mercer County Route 9/2 and Mercer County Route 9/1 approximately 1,300 feet to a point being the centerline of the intersection of Mercer County Route 9/1 and Mercer County Route 24; thence in a southwesterly direction along the centerline of Mercer County Route 24 approximately 27,760 feet to a point in the eastern boundary of the Oakvale Road Public Service District. Said point being approximately 100 feet east of the intersection of Mercer County Route 24 and Mercer County Route 24/1; thence with the northeastern boundary of the Oakvale Road Public Service District to the point of beginning.

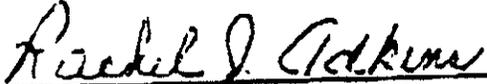
The Clerk shall certify a copy of this order to Counsel for the Oakvale Road Public Service District for filing with the Public Service Commission of West Virginia.

Enter:


President

Clerks Certification:

This order was adopted by The Summers County Commission meeting in Regular Session January 17, 1995, and is made a part of the office record of the proceedings of the Commission for this date.


Clerk Summers County Commission

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
AT CHARLESTON

FINAL

Entered: May 26, 1995

6-15-95

CASE NO. 95-0061-PWD-PC

SUMMERS COUNTY COMMISSION and
MERCER COUNTY COMMISSION.

Petition for approval of expansion
of boundaries of Oakvale Road Public
Service District.

RECOMMENDED DECISION

PROCEDURE

On January 26, 1995, the Summers County Commission and the Mercer County Commission (Petitioners) jointly filed a petition with the Public Service Commission, pursuant to West Virginia Code (Code) §16-13A-2, for consent and approval to enlarge Oakvale Road Public Service District (District).

On February 15, 1995, Staff Attorney Susan J. Riggs, Esquire, filed the Initial and Final Joint Staff Memorandum, dated February 9, 1995, in this proceeding. Attached thereto was the Initial and Final Internal Memorandum, dated January 30, 1995, from Senior Utilities Analyst Geert Bakker, Public Service District Division. Commission Staff has recommended approving the petition, subject to a proper Notice of Hearing and subject to a public hearing in Summers County and in Mercer County.

On February 17, 1995, the Commission Referral Order was entered in this proceeding, referring this matter to the Division of Administrative Law Judges for decision on or before August 24, 1995. Pursuant thereto, on March 2, 1995, the Administrative Law Judge (ALJ) issued a Procedural Order establishing a procedural schedule to process and resolve this matter, including an April 25, 1995 hearing date in both of the Counties of Summers and Mercer. The ALJ also directed the parties to publish a Notice of Hearing in newspapers published and generally circulated in both of the Counties of Summers and Mercer. No one has filed a protest against this petition.

On April 19, 1995, and on May 18, 1995, the Petitioners, by counsel, William S. Winfrey II, Esquire, filed publication affidavits indicating that the Notice of Hearing had been published as directed, on April 11, 1995, in the Hinton News, a newspaper published and generally circulated in Summers County, and on April 13, 1995, in the Princeton Times, a newspaper published and generally circulated in Mercer County.

At 10:00 a.m., on April 25, 1995, the ALJ held the hearing as scheduled at Princeton, Mercer County. The Petitioners appeared by counsel, William S. Winfrey, II, Esquire, and Commission Staff appeared by counsel, Susan J. Riggs, Esquire. No one else appeared at the hearing. Commission Staff presented one exhibit at the hearing held at Princeton. The transcript of the 10:00 a.m. Princeton hearing will be designated as "Tr. Vol. I".

At 2:00 p.m., on April 25, 1995, the ALJ held the hearing as scheduled at Hinton, Summers County. Again, the Petitioners appeared by counsel, William S. Winfrey, II, Esquire, and Commission Staff appeared by counsel, Staff Attorney, Susan J. Riggs, Esquire. No one else appeared at the hearing. The transcript of the 2:00 p.m. Hinton hearing will be designated as "Tr. Vol. II". No evidence was presented at the afternoon hearing held at Hinton. The parties waived their rights, pursuant to Code §24-1-9(b), to file proposed findings of fact and conclusions of law, or briefs, in this proceeding.

EVIDENCE

The only evidence presented at the hearings was Staff Exhibit No. 1, consisting of the Initial and Final Joint Staff Memorandum, dated February 9, 1995, from Staff Attorney Riggs, and the Initial and Final Internal Memorandum, dated January 30, 1995, from Senior Utilities Analyst Geert Bakker, Public Service District Division. Commission Staff opined that the Petitioners had correctly followed the statutorily prescribed procedures to enlarge the District's boundaries, and Commission Staff recommended that the petition be approved.

DISCUSSION

The ALJ has considered all of the above, and, since the Mercer County Commission and the Summers County Commission have followed the proper statutory procedures to enlarge the District; since the Petitioners have properly published a Notice of Hearing in both of the Counties of Summers and Mercer; since Commission Staff has recommended approving the petition; since a hearing was held in the Counties of Mercer and Summers, after proper notice by publication in each of the Counties; and since no one appeared at either of the hearings to oppose the petition, the ALJ holds that the petition for consent and approval to enlarge Oakvale Road Public Service District will be granted.

FINDINGS OF FACT

1. The Summers County Commission and the Mercer County Commission jointly filed a petition with the Commission, pursuant to Code §16-13A-2, for consent and approval to enlarge the Oakvale Road Public Service District. (See, Petition, filed January 26, 1995).

2. The Petitioners followed the proper statutory procedures to enlarge the District. (See, Staff Exhibit No. 1).

3. Commission Staff has recommended approving the petition. (See, Staff Exhibit No. 1).

4. The Petitioners published the Notice of Hearing as directed; no exceptions were filed; and no one appeared at the hearing to oppose the petition. (See, Tr. Vols. I and II, generally; Commission's file).

CONCLUSION OF LAW

For all of the reasons set forth in Finding of Fact Nos. 2, 3 and 4, it is reasonable to grant the petition.

ORDER

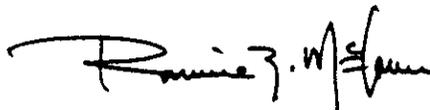
IT IS, THEREFORE, ORDERED that the petition jointly filed with the Commission on January 26, 1995, by the Summers County Commission and by the Mercer County Commission, pursuant to Code §16-13A-2, for consent and approval to enlarge the Oakvale Road Public Service District, be, and it hereby is, granted, and that the orders of the Summers County Commission and Mercer County Commission, dated January 17, 1995, and December 12, 1994, respectively, be, and they hereby are, approved.

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

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

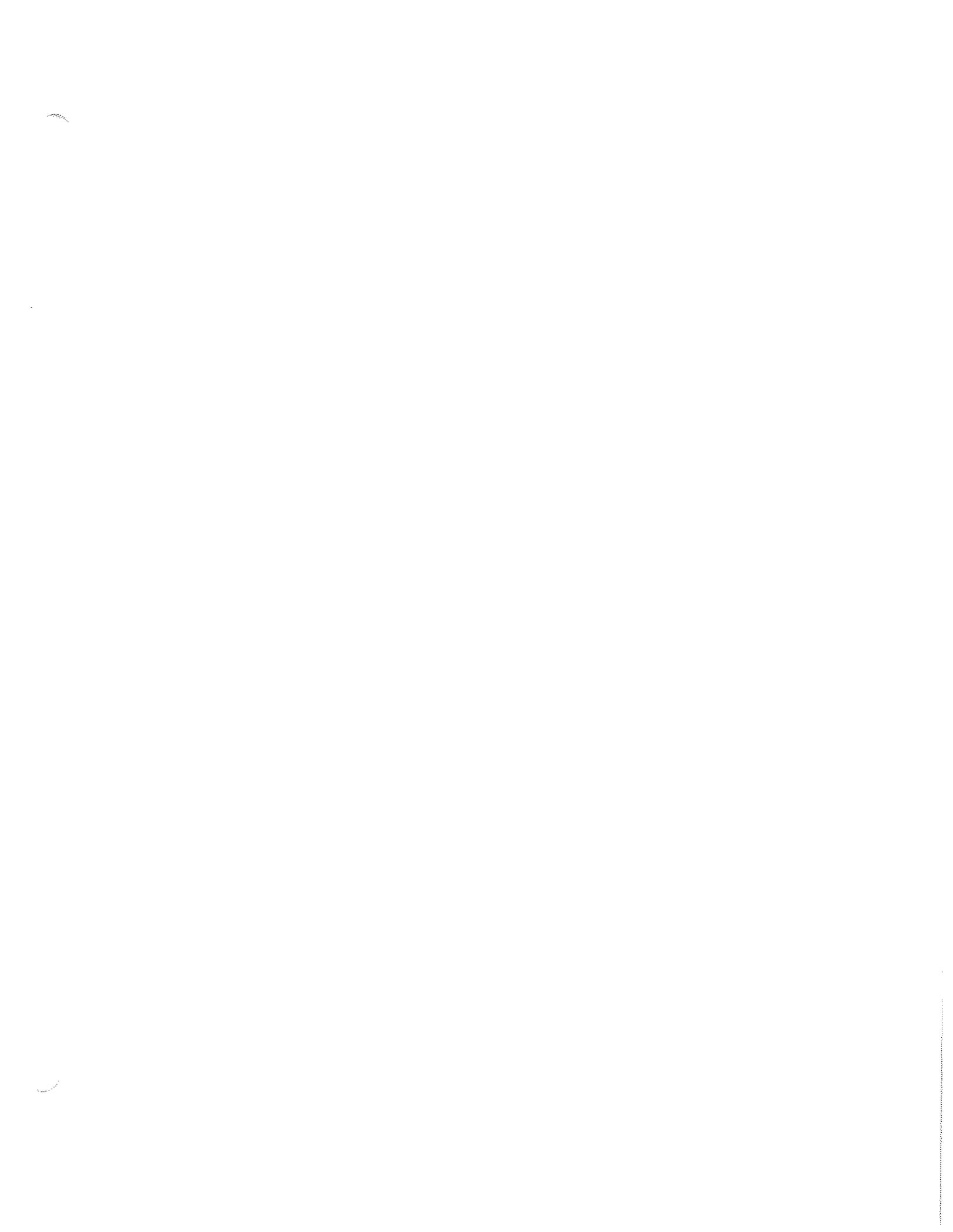
If no exceptions are so filed, this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

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



Ronnie Z. McCann
Administrative Law Judge

RZMc:pst



WEST VIRGINIA:

At an adjourned session of the County Commission, continued and held for the County of Mercer, at the Courthouse thereof, on Monday, May 8, 1995.

Present: T. A. Warden, Jr., President.
Present: John K. Rapp, Commissioner.
Present: John P. Anderson, Commissioner.

RE: APPOINTMENT - MEMBER OAKVALE PUBLIC SERVICE DISTRICT.

This day on motion of John P. Anderson, Commissioner, seconded by John K. Rapp, Commissioner, the Commission unanimously re-appointed Ronnie Stump, as a Member of the Oakvale Public Service District, for a six (6) year term to begin June 1, 1995 and end June 1, 2001.

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order, as taken from the records in my said office.

Given under my hand and Seal of said Commission, this the 22nd day of January, 1996.


MERCER COUNTY COMMISSION CLERK

WEST VIRGINIA:

At an adjourned session of the County Commission, continued and held for the County of Mercer, at the Courthouse thereof, on Monday, May 13, 1996.

Present: John K. Rapp, President.
Present: T. A. Warden, Jr., Commissioner.
Present: John P. Anderson, Commissioner.

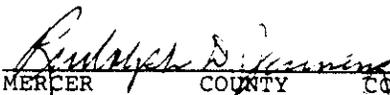
RE: APPOINTMENT - MEMBER OAKVALE PUBLIC SERVICE DISTRICT.

This day on motion of John P. Anderson, Commissioner, seconded by T. A. Warden, Jr., Commissioner, the Commission unanimously re-appointed Hillis Warren, as a Member of the Oakvale Public Service District, for a six (6) year term to begin May 31, 1996 and end May 31, 2002.

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order, as taken from the records in my said office.

Given under my hand and Seal of said Commission, this the 27th day of November, 1996.


MER~~C~~ER COUNTY COMMISSION CLERK

WEST VIRGINIA:

At a regular session of the County Commission, held for the County of Mercer, at the Courthouse thereof, on Monday, March 11, 1996.

Present: John K. Rapp, President.
Present: T. A. Warden, Jr., Commissioner.
Present: John P. Anderson, Commissioner.

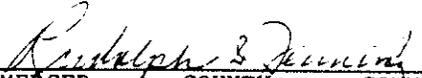
RE: APPOINTMENT - MEMBER OAKVALE PUBLIC SERVICE DISTRICT.

This day on motion of T. A. Warden, Jr., Commissioner, seconded by John P. Anderson, Commissioner, the Commission unanimously re-appointed Richard Nowlin, as a Member of the Oakvale Public Service District, retroactive from 12-31-95 to 12-31-2001.

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County Commission of the County and State aforesaid, do hereby certify that the foregoing writing is a true and correct copy of an Order, as taken from the records in my said office.

Given under my hand and Seal of said Commission this the 27th day of November, 1996.



CLERK
MERCER COUNTY COMMISSION



OATH OF OFFICE AND CERTIFICATE

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

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of
Member - Oakvale Road Public Service District

to the best of my skill and judgment, so help me God.

(Signature of affiant)

Ronnie Stump
Ronnie Stump

Subscribed and sworn to, before me, in said County and State, this 22nd day of
January, 1996

Rudolph D. Jennings
RUDOLPH D. JENNINGS, CLERK
MERCER COUNTY COMMISSION

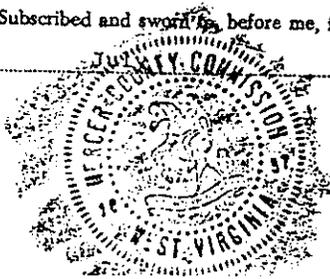
STATE OF WEST VIRGINIA
COUNTY OF MERCER, TO-WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of
Member - Oakvale Road Public Service District

to the best of my skill and judgment, so help me God.

(Signature of affiant) Hillis Warren
Hillis Warren

Subscribed and sworn to before me, in said County and State, this 18th day of _____, 1996.



Rudolph D. Jennings
RUDOLPH D. JENNINGS, CLERK
MERCER COUNTY COMMISSION

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County
Commission of the County and State aforesaid do hereby certify
that the foregoing writing is a true and correct copy of an
Oath of Office, as taken from Oath of Office Book # 9
Page # 331.

Given under my hand and seal of said Commission,
this the 27th day of November, 1996.

Rudolph D. Jennings CLERK
MERCER COUNTY COMMISSION
By Walter B. Hester
DEPUTY CLERK

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

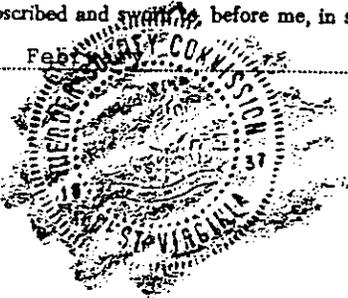
COUNTY OF MERCER, TO-WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Member - Oakvale Road Public Service District

to the best of my skill and judgment, so help me God.

(Signature of affiant) Richard Nowlin

Subscribed and sworn to before me, in said County and State, this 21st day of Feb, 19 96



Rudolph D. Jennings, CLERK
MERCER COUNTY COMMISSION

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, TO WIT:

I, RUDOLPH D. JENNINGS, Clerk of the County
Commission of the County and State aforesaid do hereby certify
that the foregoing writing is a true and correct copy of an
Oath of Office, as taken from Oath of Office Book # 9
Page # 272 .

Given under my hand and seal of said Commission,
this the 27th day of November, 1996 .

Rudolph D. Jennings CLERK
MERCER COUNTY COMMISSION
By Darwin A. Pitman
DEPUTY CLERK

RULES OF PROCEDURE

OAKVALE ROAD PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: OAKVALE ROAD PUBLIC SERVICE DISTRICT

Section 2. The principal office of this Public Service District will be located at Princeton, West Virginia.

Section 3. The Common Seal of the District shall consist of two concentric circles between which circles shall be inscribed Oakvale Road Public Service District, and in the center "seal" as follows:

Section 4. The fiscal year of the District shall begin the 1st day of July in 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.

ARTICLE III

MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by the County Commission of Mercer County, West Virginia, who shall serve for such terms as may be specified in the order of the County Commission.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission and request the appointment of a

qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission of the pending termination and request the County Commission to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the _____ of each month at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, tow members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those may adjourn the meeting to a later date.

Section 3. Notice to members by letter or telephone shall be required for regular meetings. Notice in writing of each special meeting of the membership shall be given to all members by the Secretary by mailing the three (3) days before the date fixed for such meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended, notice of the time and place of all regularly scheduled sessions of such sessions of such public service board shall be made available to the public and news media as follows:

A. A notice shall be posted by the Secretary of the public service board of such Public Service District at the front door of the Mercer County Courthouse of the service board for the holding of regularly scheduled sessions. If a particular regularly scheduled session is

cancelled or postponed, a notice of such cancellation or postponement shall be posted at the front door of the Courthouse as soon as feasible after such cancellation or postponement has been determined upon.

B. A notice shall be posted by the Secretary of the public service board at the front door to the Mercer County Courthouse at least twenty-four hours before a special session is to be held, stating the time, place and purpose for which such special session shall be held. If the special session is cancelled, a notice of such cancellation shall be posted at the front door of the Courthouse as soon as feasible after such cancellation has been determined upon.

C. The form of notice for posting as to a special session may be generally as follows:

OAKVALE ROAD PUBLIC SERVICE DISTRICT

NOTICE OF SPECIAL SESSION

The public service board of Oakvale Road Public Service District will meet in special session on _____, at _____ .m., E__T, at _____, West Virginia, for the following purposes:

1. To consider and act upon a proposed Bond Authorizing Resolution providing for the issuance of a _____ Bond, Series _____, of _____ facilities of the District.

2.

Secretary

Date: _____

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, Secretary and 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 the month of January of 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. He shall, together with the Secretary, sign the minutes of all meetings at which he shall preside. He shall attend generally to the executive business of the Board and exercise such powers as may be conferred upon him by the Board, by these bylaws, or prescribed by law. He shall execute, and of necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to the executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. If the Chairman is absent from any meeting, the remaining members of the Board shall select a temporary chairman.

Section 3. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. He shall, together with the Chairman, sign the minutes of the meetings at which he is present. The Secretary shall have charge of the minute book, be the custodian of deeds and other writings and papers of the Board. He shall also perform such

other duties as he may have under law by virtue of his office or as may be conferred upon him from time to time by the members of the Board.

Section 4. The Treasurer shall be the lawful custodian of all funds of the District and shall pay same out 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.

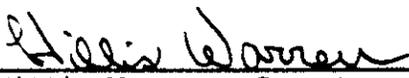
ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended 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 or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

05/27/82
OAKVAL-W

I attest that this is a true copy.



Hillis Warren - Secretary

NOTICE

Notice is hereby given pursuant to the requirements of W. Va. Code §16-13A-25 and §24.2.11 of the annexation of the OAKVALE ROAD PUBLIC SERVICE DISTRICT, together with CITY OF HINTON, CITY OF PRINCETON, MERCER COUNTY COMMISSION, SUMMERS COUNTY COMMISSION and WEST VIRGINIA-AMERICAN WATER COMPANY to file a joint application with the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity to construct the Mercer/Summers Regional Public/Private Partnership Water Project to provide water service for the area between Hinton and Athens and the area along W. Va. Route 20 between Memorial Funeral Home and Interstate 77. The project will provide service to approximately 692 new customers in Phase I, including Pipestem State Park, Orbit Acres, Indian Meadows, Pipestem Village and other existing small water systems and will provide water service to other water providers to meet future water demands and the requirements of the Safe Water Drinking Act. The total project cost is estimated not to exceed \$48,000,000.00 and will be financed as follows:

Small Cities Block Grant \$ 3,000,000.00
Appalachian Regional Commission Grant \$ 1,000,000.00

Water Development Authority, West Virginia Infrastructure Council or Local Financial Institution Loan \$15,000,000.00

The amount of money to be borrowed by the Public Service District will not exceed \$16,000,000.00 at an interest rate not to exceed 10% and repayable over not more than forty (40) years. In addition, the Public Service District may borrow on an amortized basis not to exceed the total borrowing for a period not to exceed 2 years at a rate not to exceed 10%.

The Public Service District proposes to be constructed as:

- 51,700 L.F. of 24-inch Transmission Main
- 73,600 L.F. of 8-inch Distribution Main
- 22,100 L.F. of 6-inch Distribution Main
- Hydrants, Valves, Meter Settings and Pressure Reducing Stations.

The areas to be served are Truss Road, Edwards Road, Pipestem Creek (Route 20), Route 20 from Truss Road to Athens, Route 20 from Metrocare Square to Memorial Funeral Home, Knob Ridge Road, and Pine Grove Road.

The District will operate and maintain the system through a written operation and maintenance agreement with West Virginia-American Water Company.

Oakvale Road Public Service District anticipates that the customers which will be served by the Mercer/Summers Regional Public/Private Water Project will be charged not to exceed 10% over the following monthly rates:

Available for general domestic commercial and industrial service.

RATE:

First 2,000 gallons used per month at the minimum charge

(A) Next 28,000 gallons used per month \$4.3211 per 1,000 gallons

(A) Next 870,000 gallons used per month \$2.4334 per 1,000 gallons

(A) Next 8,100,000 gallons used per month \$2.1025 per 1,000 gallons

(A) All over 9,000,000 gallons used per month \$ 1.3991 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amount according to the size of each meter installed, to-wit: for customers having multiple meter settings, the minimum charge will be met of the minimum charges for each of the individual meters:

(A) 3/4 inch meter or less* \$12.33 per month

(A) 1 inch meter 30.83 per month

(A) 1-1/2 inch meter 61.66 per month

(A) 2 inch meter 98.66 per month

(A) 3 inch meter 135.66 per month

(A) 4 inch meter 208.38 per month

(A) 6 inch meter 616.75 per month

(A) 8 inch meter 986.80 per month

(A) INDICATES ADVANCE

* All residential customers shall be served through a 4/8" meter; provided, however, that the Public Service District may install a larger meter when reasonably necessary. This restriction shall not apply to residential meters currently in service.

Oakvale Road Public Service District will also charge a tap fee of \$250.00 that will be charged to prospective customers who tap on to the water line after construction proceeds past their property boundary.

Formal application for a Certificate of Public Convenience and Necessity, approval of financing, approval of tap fees and rates and charges, and approval of the operation and maintenance agreement is expected to be filed with the Public Service Commission on or about December 15, 1995.

Oakvale Road Public Service District
City of Hinton
City of Princeton
Mercer County Commission
Summers County Commission

CERTIFICATE OF PUBLICATION

State of West Virginia, }
County of Mercer, } To-wit: —

I, Jessie Myers of the Bluefield Daily Telegraph, a daily morning newspaper published in the City of Bluefield, Mercer County, West Virginia, do certify that the notice attached hereto under the caption;

was published in the said Bluefield Daily Telegraph Two (2) Times on the following days, namely; October 25, November 1

in the year 19 95
Publication Fee \$131.32

Jessie Myers
Subscribed and sworn to before me this 1st day of November, 19 95

My Commission expires Feb. 20, 1995
Paul J. Stoppel
Notary Public

I, Fred Long, publisher of Hinton News a newspaper in Summers County, West Virginia do hereby certify that the annexed Notice was published in said newspaper for two successive times on the following dates, October 24, 31, 1995

THE PRINTERS FEE THEREFORE IN \$91.87

Given under my hand this 31 day of October, 19 95

State of West Virginia)
County of Summers) to wit:

Subscribed and sworn to before me this 31 day of October, 19 95
My Commission expires January 17, 2005

Fred Long

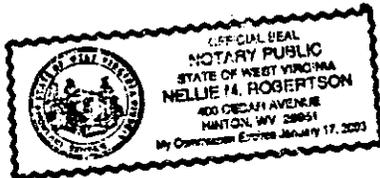
Publisher

NOTARY PUBLIC - OFFICIAL SEAL
STATE OF WEST VIRGINIA
NELLIE M. ROBERTSON
406 CEDAR AVE., HINTON WV 25951
My commission expires: 1-17-2005

Nellie M. Robertson

Notary Public

COPY OF PUBLICATION FROM THE HINTON NEWS



LEGAL NOTICE

NOTICE
Notice is hereby given pursuant to the requirements of W. Va. Code 16-15A-25 and 26-2-11 of the formation of the OAKVALE ROAD PUBLIC SERVICE DISTRICT, together with CITY OF HINTON, CITY OF PRINCETON, MERCER COUNTY COMMISSION, SUMMERS COUNTY COMMISSION and WEST VIRGINIA - AMERICAN WATER COMPANY to file a joint application with the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity to construct the Marvot Summers Regional Public/Private Partnership Water Project to provide water service for the areas between Hinton and Athens and the area along W. Va. Route 29 between Memorial Funeral Home and Interstate 77. The project will provide service to approximately 682 new customers in Phase I, including Pipeton State Park, Orlin Area, Indian Meadows, Pipeton Village and other existing small water systems and will provide water service to other water providers to meet future water demands and the requirements of the Safe Water Drinking Act. The total project cost is estimated not to exceed \$46,000,000.00 and will be financed as follows:

- Small Cities Block Grant \$8,000,000.00
- Appalachian Regional Commission Grant \$1,000,000.00
- Water Development Authority, West Virginia Infrastructure Council or Local
- Financial Institutions Loans \$15,000,000.00

The amount of money to be borrowed by the Public Service District will not exceed \$18,000,000.00 at an interest rate not to exceed 10% and repayable over not more than thirty (30) years. In addition, the Public Service District may borrow on an interim basis not to exceed 2 years at a rate not to exceed 10%.

The Public Service District proposes to be constructed are:

- 51,700 L.P. of 24-inch Transmission Main
- 72,000 L.P. of 8-inch Distribution Main
- 22,100 L.P. of 8-inch Distribution Main
- Hydrants, Valves, Meter Settings and Pressure Reducing Stations.

The areas to be served are Truss Road, Edwards Road, Pipeton Creek (Route 29, Route 29 from Truss Road to Athens, Route 29 from Melrose Square to Memorial Funeral Home, Knob Ridge Road, and Pine Grove Road.

The District will operate and maintain the system through a written operation and maintenance agreement with West Virginia-American Water Company.

Oakvale Road Public Service District anticipates that the customers which will be served by the Marvot Summers Regional Public/Private Water Project will be charged not to exceed 10% over the following monthly rates:

Available for general domestic commercial and industrial service.

- RATE**
- First 2,000 gallons used per month at the minimum charge
 - (A) Next 20,000 gallons used per month \$4.8811 per 1,000 gallons
 - (A) Next 870,000 gallons used per month \$2.4804 per 1,000 gallons
 - (A) Next 2,100,000 gallons used per month \$2.1025 per 1,000 gallons
 - (A) All over 9,000,000 gallons used per month \$1.5001 per 1,000 gallons

MINIMUM CHARGE
No bill will be rendered for less than the following amount according to the size of each meter installed, to-wit: for customers having a single meter setting, the minimum charge will be sum of the minimum charges for each of the individual meters:

- (A) 3/4 inch meter or less* \$12.50 per month
- (A) 1 inch meter \$0.00 per month
- (A) 1-1/2 inch meter \$1.00 per month
- (A) 2 inch meter \$0.00 per month
- (A) 3 inch meter \$0.00 per month
- (A) 4 inch meter \$18.75 per month
- (A) 6 inch meter \$18.75 per month
- (A) 8 inch meter \$24.00 per month

INDICATES ADVANCE
* All residential customers shall be served through a 4" meter; provided, however, that the Public Service District may install a larger meter when reasonably necessary. This restriction shall not apply to residential meters currently in service.

Oakvale Road Public Service District will also charge a tap fee of \$250.00 that will be charged to prospective customers who tap on to the water line after

Oakvale Road Public Service District

Special Meetings

Mercer/Summers Water Project

January 19, 1999

Attending:	Ronnie Stump	<u>X</u>
	Richard Nowlin	<u>X</u>
	Hillis Warren	<u>X</u>
	Lyle Huntington	<u>X</u>

Approved by: _____ Chairman
 _____ Secretary

Others attending meeting: Lee Ann Croy
Ed Shutt Karen Disibbio
Joe Coeburn

Items to be discussed:

Election of officers for 1999:

Commissioners agreed that officers would remain the same.
 Ronnie Stump - Chairman
 Hillis Warren - Secretary
 Richard Nowlin - Treasurer

Extend line of credit with One Valley Bank:

Commissioners adopted resolution extending line of credit with One Valley Bank for two years.

Sign Documents:

Documents were signed.

Meeting on Phase III:

All feasible areas of Mercer and Summers Counties submitted to be studied. Engineering costs into present IJDC loan, needs West Virginia Water Company OK.

Pay One Valley Bank interest on loan - Will be reimbursed

Commissioners agreed that Oakvale Road Public Service District would pay loan interest to One Valley Bank on due date and would be reimbursed at a later date.

Oakvale Road Public Service District

Special Meetings

Mercer/Summers Water Project

April 20, 1999

Attending: Ronnie Stump X
 Richard Nowlin X
 Hillis Warren X
 Lyle Huntington X

Approved by: *Ronnie Stump*
Hillis Warren Secretary

Others attending meeting: Ed Shutt
Wayne Cole

Items to be discussed:

Sign Mercer/Summers County pay estimates:

Approved and signed. Signed

Bond Resolutions: adopted & signed

Pay Master Card: Will be paid

Sign notice of awards, Contracts 4A and 4B:

Have been signed

Refund tap fees customer numbers 1090 Hart, & 1038A Brim:

Have signed checks refunding

✓ Due to illness in the family of Hillis Warren, Dick Nowlin will assume the duties of secretary if necessary:

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION OF BOND
RESOLUTION AND SUPPLEMENTAL RESOLUTION

The undersigned SECRETARY of the Public Service Board of Oakvale Road Public Service District, hereby certify 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 Oakvale Road Public Service District met in regular session, pursuant to notice duly posted, on the 20th day of April, 1999, in Princeton, West Virginia, at the hour of 12 noon.

PRESENT: Ronnie Stump	- Chairman and Member
Hillis Warren	- Secretary and Member
Richard Nowlin	- Treasurer and Member

ABSENT: None.

Ronnie Stump, Chairman, presided, and Hillis Warren, acted as Secretary.

The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it. Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF OAKVALE ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,268,489 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF

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

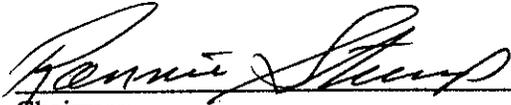
and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the Bond Resolution be adopted and be in full force and effect on and from the date hereof.

The Chairman then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 1999 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF OAKVALE ROAD PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; APPROVING A LETTER OF CREDIT TO ADDITIONALLY SECURE THE BONDS; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

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



Chairman

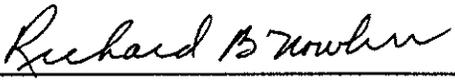


Secretary

CERTIFICATION

I hereby certify that the foregoing action of Oakvale Road Public Service Board remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 23rd day of April, 1999.



Secretary

03/22/99
667990/98001

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: April 23, 1999

(See Reverse for Instructions)

ISSUE: Oakvale Road Public Service District Water Revenue Bonds,
Series 1999 A (West Virginia Infrastructure Fund)

ADDRESS: Post Office Box 1061, Princeton, WV 24740 COUNTY: Mercer

PURPOSE OF ISSUE: New Money: X
Refunding: _____ REFUNDS ISSUE(S) DATED: _____

ISSUE DATE: April 23, 1999 CLOSING DATE: April 23, 1999

ISSUE AMOUNT: \$1,268,489 RATE: 3%

1ST DEBT SERVICE DUE: 3/1/2000 1ST PRINCIPAL DUE: 3/1/2000

1ST DEBT SERVICE AMOUNT: \$13,775.87 PAYING AGENT: Municipal Bond Commission

BOND
COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esq.
Phone: 624-8161

UNDERWRITERS
COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esq.
Phone: 340-1318

CLOSING BANK: One Valley Bank
Contact Person: Ken Collis
Phone: 487-5900

ESCROW TRUSTEE: _____
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Lyle Huntington
Position: General Manager
Phone: 487-2750

OTHER: WV Infrastructure and Jobs Development
Council
Contact Person: Susan Riggs, Esq.
Function: Executive Director
Phone: 558-4607

DEPOSITS TO MBC AT CLOSE: _____
By: _____ Wire _____
_____ Check _____
Accrued Interest: \$ _____
Capitalized Interest: \$ _____
Reserve Account: \$ _____
Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: _____ Wire _____
_____ Check _____
_____ IGT _____
To Escrow Trustee: \$ _____
To Issuer: \$ _____
To Cons. Invest. Fund: \$ _____
To Other: _____ \$ _____

NOTES: _____

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: _____
TRANSFERS REQUIRED: _____

OAKVALE ROAD PUBLIC SERVICE DISTRICT

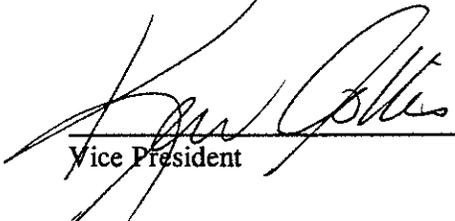
Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

One Valley Bank of Mercer County, Inc., Princeton, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Resolution and a Supplemental Resolution of Oakvale Road Public Service District (the "Issuer"), both adopted April 20, 1999 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), dated April 23, 1999, issued in the principal amount of \$1,268,489 (the "Bonds"), as set forth in the Bond Legislation.

WITNESS my signature on this 23rd day of April, 1999.

ONE VALLEY BANK OF
MERCER COUNTY, INC.



Vice President

04/15/99
667990/98001

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), dated April 23, 1999, issued in the principal amount of \$1,268,489 (the "Bonds"), and agrees to perform all duties of Registrar in connection with such Bonds, as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 23rd day of April, 1999.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

03/22/99
667990/98001

OAKVALE ROAD PUBLIC SERVICE DISTRICT

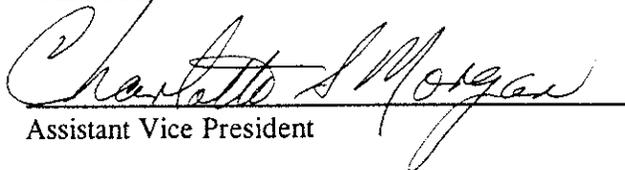
Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of Oakvale Road Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Oakvale Road Public Service District Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), of the Issuer, dated April 23, 1999, in the principal amount of \$1,268,489, numbered AR-1, is 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 One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 23rd day of April, 1999.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

03/22/99
667990/98001

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 23rd day of April, 1999, by and between OAKVALE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$1,268,489 Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund), in fully registered form (the "Bonds"), pursuant to a Bond Resolution adopted April 20, 1999, and a Supplemental Resolution adopted April 20, 1999 (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: Oakvale Road Public Service District
Post Office Box 1061
Princeton, West Virginia 24740
Attention: Chairman

REGISTRAR: One Valley Bank, National Association
Post Office Box 1793
One Valley Square
Charleston, West Virginia 25326
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.

OAKVALE ROAD PUBLIC SERVICE DISTRICT


Chairman

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

03/22/99
667990/98001

EXHIBIT A

[Included in transcript as Document No. 1]

OAKVALE ROAD PUBLIC SERVICE DISTRICT

**WATER REVENUE BONDS, SERIES 1996
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND RESOLUTION

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OAKVALE ROAD PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE REFUNDING OF THE ISSUER'S WATERWORKS FACILITIES BOND AND GRANT ANTICIPATION NOTES, SERIES 1996, AND THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF OAKVALE ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$12,700,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS; PROVIDING FOR INTERIM CONSTRUCTION FINANCING; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF OAKVALE ROAD PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

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

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

A. Oakvale Road Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties of said State.

B. The Issuer presently owns and operates certain limited waterworks facilities serving the "Hall's Ridge Road" area of Mercer County, West Virginia, and wishes to expand its water services to other areas of Mercer and Summers Counties,

West Virginia. Accordingly, the Issuer has entered into an Agreement, dated May 8, 1995, as amended (the "Agreement") between the Issuer and West Virginia-American Water Company (the "Company") whereby the Company has agreed to acquire and construct a new water treatment plant, raw water intake structure, raw water line and appurtenant facilities and the Issuer has agreed to acquire and construct a water main and certain water distribution lines to be supplied by the water treatment plant to be built by the Company, all for the purpose of providing water to approximately 15,000 customers in Summers and Mercer Counties, West Virginia.

C. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain waterworks facilities of the Issuer, consisting of a water distribution main line, sidelines, pumps and related water distribution facilities in Mercer and Summers Counties, together with all appurtenant facilities (collectively, the "Project"), which constitute public service properties for the supplying of water services (the existing public waterworks facilities, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

D. The Issuer has heretofore temporarily financed a portion of the costs of acquisition and construction of a portion of the Project with the proceeds of its Waterworks Facilities Bond and Grant Anticipation Notes, Series 1996, issued on February 15, 1996, in the original principal amount of \$12,600,000, of which \$8,585,851.96 principal amount remains outstanding (the "Notes"). The Issuer intends to pay a portion of the outstanding principal of and interest accrued on the Notes with a portion of the proceeds of the Series 1996 Bonds (as hereinafter defined) to be sold to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act. The Issuer intends to repay the remaining outstanding principal of and interest accrued on the Notes with a portion of the proceeds of its Construction Notes (as hereinafter defined). The Issuer also intends to permanently finance a portion of the remaining costs of acquisition and construction of the Project from the balance of proceeds of the Series 1996 Bonds.

E. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$12,700,000 (the "Series 1996 Bonds"), to be initially represented by a single bond, to pay a portion of the outstanding principal of and interest accrued on the Notes and to permanently finance a portion of the costs of acquisition and construction of the Project not previously paid from proceeds of the Notes. 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 refunding the Notes; the cost of all property rights, easements and franchises deemed necessary or convenient therefor; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the

enterprise; administrative expense; commitment fees; fees and expenses of the Authority; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1996 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 1996 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

G. It is in the best interests of the Issuer that its Series 1996 Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, in form satisfactory to the Issuer and the Authority, to be approved hereby if not previously approved by resolution of the Issuer.

H. There are no outstanding bonds or obligations of the Issuer which will rank either prior to or on a parity with the Series 1996 Bonds as to liens, pledge, source of and security for payment. However, the Issuer intends to obtain a revolving line of credit from a bank or other financial institution in an amount not to exceed \$3,000,000, and to maintain such line of credit until the Project is complete. Costs of the Project will be paid initially through a draw upon such revolving line of credit, and proceeds of the Series 1996 Bonds will thereafter be applied to reimbursement of such draw and interest accrued thereon. The Issuer also contemplates issuance of the Series 1997 Bonds at a later date. When issued, the Series 1997 Bonds will be on a parity with the Series 1996 Bonds. Repayment of the line of credit will be made from proceeds of the Series 1996 Bonds, proceeds of the Series 1997 Bonds and the Grants.

I. The Issuer will receive all of its revenues under and pursuant to the Agreement, and is not expected to have any other source of revenues. The revenues to be paid by the Company to the Issuer under the Agreement at all times will be sufficient to pay all costs of operation and maintenance of said System not otherwise paid by the Company, to pay the principal of and interest on the Series 1996 Bonds (and the Series 1997 Bonds, when issued), and to make payments into all funds and accounts and other payments provided for herein, all as such terms are hereinafter defined.

J. In lieu of a funded debt service reserve, the Company has agreed to provide a Letter of Credit in the amount of \$1,093,391.20, for the benefit of the Authority, to be drawn upon in the event that at any time payments under the Agreement are inadequate to provide funds for the District to make all payments required hereunder.

K. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 1996 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the obtaining of a certificate of public convenience and necessity, if necessary, 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 1996 Bonds or such final order will not be subject to appeal or rehearing.

L. Pursuant to the Act, the West Virginia Infrastructure and Jobs Development Council (the "Council") has approved the Project and has authorized the Authority to make a loan to the Issuer from the West Virginia Infrastructure Fund.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1996 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 1996 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Agreement" means the Agreement, dated May 8, 1995, by and between the Issuer and the Company, as it may be amended from time to time.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1996 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01 hereof.

"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 1996 Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

"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 1996 Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1996 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.

"Company" means West Virginia-American Water Company, a West Virginia corporation.

"Construction Notes" means the Issuer's Waterworks Facilities Construction Notes, Series 1996, to be issued and dated concurrently with the Series 1996 Bonds, in the maximum aggregate principal amount of \$3,000,000.

"Consulting Engineers" means Stafford Consultants, Princeton, West Virginia, or any qualified engineer or firm of engineers that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System, or portion thereof; 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 1.02E 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.

"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 moneys received by the Issuer on account of any Grant.

"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. The initial Gross Revenues anticipated to be received by the Issuer will be limited to the amounts payable by the Company to the Issuer under the Agreement.

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

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

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

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or 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 Oakvale Road Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia, in Mercer and Summers Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Letter of Credit" means the Letter of Credit No. 96064, issued December 4, 1996, in the stated amount of \$1,093,391.20, by One Valley Bank, National Association, Charleston, West Virginia, for the benefit of the Authority.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into between the Authority and the Issuer, providing for the purchase of the Series 1996 Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 1996 Bonds, plus accrued interest and premium, if any.

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

"Notes" means the Issuer's Waterworks Facilities Bond and Grant Anticipation Notes, Series 1996, issued on and dated February 15, 1996, in the form of a line of credit in the original principal amount of not to exceed \$12,600,000.

"Notes Resolution" means collectively, the Notes Resolution adopted by the Issuer on February 13, 1996, as supplemented and amended by the Supplemental and Amendatory Notes Resolution, adopted by the Issuer concurrently herewith, authorizing issuance of the Construction Notes.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the

generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

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

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent for the Series 1996 Bonds by the Issuer in the Supplemental Resolution.

"Project" means the acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, consisting of a water distribution main line, sidelines, pumps and related water distribution facilities in Mercer and Summers Counties, together with all appurtenant facilities, and including items Nos. 1 through 10, as set forth in EXHIBIT A to the Notes Resolution.

"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, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is 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 or Bonds, the person in whose name such Bond is registered.

"Registrar" means the Bond Registrar.

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

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

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

"Series 1996 Bonds" means the not more than \$12,700,000 in aggregate principal amount of Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 1996 Bonds Sinking Fund" means the Series 1996 Bonds Sinking Fund established by Section 5.02 hereof.

"Series 1997 Bonds" means the Water Revenue Bonds, Series 1997 (West Virginia Infrastructure Fund) anticipated to be issued in 1997 in the aggregate principal amount of approximately \$2,000,000, to pay the District's share of funding for additional waterworks facilities for the System, which are currently under design, but for which construction will not commence until 1997. The Series 1997 Bonds will be issued on a parity with the Series 1996 Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 1996 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 1996 Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds including any reserve account which may hereafter be established.

"System" means the existing waterworks system of the Issuer, as expanded and improved by the Project, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks system from any sources whatsoever.

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

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not to exceed \$17,680,318, 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 1996 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and has entered into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the Council.

The cost of the Project is estimated not to exceed \$17,680,318, of which approximately \$12,700,000 will be obtained from proceeds of the Series 1996 Bonds, \$990,318 from a grant by the Appalachian Regional Commission, \$3,000,000 from a grant by the United States Department of Housing and Urban Development (Small Cities Block Grant through the State of West Virginia), and \$990,000 from a grant by the United States Economic Development Administration.

The Issuer also contemplates the issuance of its Series 1997 Bonds to fund the local share portion of the costs of additional water distribution lines for the System. In the event the Series 1997 Bonds are not issued, the facilities to be funded thereby will not be acquired or constructed, but failure to issue the Series 1997 Bonds will have no effect on the Project, the adequacy of payments to be paid by the Company to the Issuer under the Agreement or the resulting ability of the Issuer to pay the principal of and interest on the Series 1996 Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of refunding a portion of the Notes, paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 1996 Bonds of the Issuer. The Series 1996 Bonds shall be issued as a single bond, designated "Water Revenue Bond, Series 1996 (West Virginia Infrastructure Fund)", in the principal amount of not more than \$12,700,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1996 Bonds remaining after refunding a portion of the Notes shall be deposited in or credited to the Bond Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 1996 Bonds shall bear interest 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 Series 1996 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 1996 Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 1996 Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1996 Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 1996 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. The Series 1996 Bonds shall be dated as of the date specified in a Supplemental Resolution and shall bear interest from the date so specified therein.

Section 3.03. Execution of Bonds. The Series 1996 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 1996 Bonds shall cease to be such officer of the Issuer before the Series 1996 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 1996 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 1996 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1996 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 1996 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 1996 Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 1996 Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 1996 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 1996 Bonds or transferring the registered Series 1996 Bonds are exercised, all Series 1996 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1996 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 1996 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 1996 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1996 Bonds or, in the case of any proposed redemption of Series 1996 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 1996 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 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the 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 1996 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. The Issuer has no taxing power.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of all Series 1996 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 1996 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 1996 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate,

register and deliver the Series 1996 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 1996 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 1996 Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the Loan Agreement;
- E. A copy of the Letter of Credit; and
- F. The unqualified approving opinion of bond counsel on the Series 1996 Bonds.

Section 3.10. Form of Series 1996 Bonds. The text of the Series 1996 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 1996 BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
OAKVALE ROAD PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 1996
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. R-1

\$12,700,000

KNOW ALL MEN BY THESE PRESENTS: That Oakvale Road Public Service District, a public corporation and political subdivision of the State of West Virginia in Mercer and Summers Counties 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 TWELVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$12,700,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1997, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with interest on the unpaid principal balance at the rate per annum set forth on said EXHIBIT B. The interest on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1997, as set forth on EXHIBIT B attached hereto.

On February 20, 1997, the Authority will determine the amount of principal advanced hereunder, will calculate the quarterly installments of principal of and interest hereon to be paid on June 1, September 1 and December 1, 1997, and will attach a new EXHIBIT B reflecting such amounts, hereto. On December 20, 1997, the Authority will redetermine the amount of principal advanced hereunder, will recalculate the quarterly installments of principal of and interest hereon to be paid on March 1, 1998, and each quarter thereafter, until the maturity hereof and will attach a new EXHIBIT B reflecting such amounts, hereto. If not previously paid, all principal of and interest on this Bond shall be payable on December 1, 2036.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed

to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, dated December 4, 1996.

This Bond is issued (i) to refund a portion of the Issuer's Waterworks Facilities Bond and Grant Anticipation Notes, Series 1996, dated February 15, 1996 (the "Notes"), heretofore issued to temporarily finance a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); (ii) to pay a portion of the costs of acquisition and construction of the Project not previously paid from proceeds of the Notes; and (iii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on December 4, 1996, and a Supplemental Resolution duly adopted by the Issuer on December 4, 1996 (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 Series 1996 Bonds under the Bond Legislation.

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, unexpended proceeds of the Bonds and proceeds of the Letter of Credit No. 96064, issued December 4, 1996, in the stated amount of \$1,093,391.20, by One Valley Bank, National Association, Charleston, West Virginia, for the benefit of the Authority. (the "Letter of Credit"). Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, unexpended proceeds of the Bonds and proceeds of the Letter of Credit. 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 not otherwise paid, and to leave a balance each year equal to at least 100% 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. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this 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 refund the Notes, pay the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside 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, OAKVALE ROAD 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 December 4,
1996.

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1996 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: _____, 1996.

ONE VALLEY BANK,
NATIONAL ASSOCIATION,
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

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 1996 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule A" Filing. Upon completion of the acquisition and construction of the Project, 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 IV

INTERIM CONSTRUCTION FINANCING

Section 4.01. Interim Construction Financing. In order to pay the balance of the Notes outstanding not being paid from proceeds of the Series 1996 Bonds, certain Costs of the Project and costs of additional waterworks facilities for the System pending receipt of proceeds of the Grants and advances of principal of the Series 1996 Bonds and the Series 1997 Bonds, the Issuer will issue and sell its interim construction notes in an aggregate principal amount not to exceed \$3,000,000 (the "Construction Notes"). The Notes shall be in the form of a revolving line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into a loan agreement or similar agreement with such commercial bank or other lender. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the Notes Resolution.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Series 1996 Bonds, proceeds of the Series 1997 Bonds and 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 of the Issuer, if any, is pledged for the payment of the Notes. (The Issuer has no taxing power). 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 Net Revenues except as set forth herein.

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund; and
- (2) Bond Construction Trust Fund

Section 5.02. Establishment of Funds and Accounts with Commission. The following special fund is 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 1996 Bonds Sinking Fund.

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 provided in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

(1) The Issuer shall first, each month, pay from the Revenue Fund all Operating Expenses of the System not otherwise paid by the Company pursuant to the Agreement.

(2) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of interest on the Series 1996 Bonds for which interest has not been capitalized or as required in the Loan Agreement, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1996 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 1996 Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1996 Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly

interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1996 Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1996 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1996 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 1996 Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

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

(5) So long as the Letter of Credit is in place no debt service reserve fund shall be required for the Series 1996 Bonds. However, in the event the Letter of Credit is terminated or the amount payable thereunder is reduced, the Issuer may, at the option of the Council, be required to establish a debt service reserve fund for the Series 1996 Bonds, in an amount to be determined by the Council.

Moneys in the Series 1996 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 1996 Bonds as the same shall become due. All investment earnings on moneys in the Series 1996 Bonds Sinking Fund 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 payment due on the Series 1996 Bonds and then to the next ensuing principal payment due thereon.

As and when additional Bonds ranking on a parity with the Series 1996 Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional Bonds.

The Issuer shall not be required to make any further payments into the Series 1996 Bonds Sinking Fund when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1996 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 1996 Bonds Sinking Fund created hereunder, and all amounts required for said account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

Moneys in the Series 1996 Bonds Sinking Fund shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof. The Series 1996 Bonds Sinking Fund shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1996 Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 1996 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.

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 their respective charges, fees and expenses then due.

D. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in the Revenue 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, if any, received by the Issuer 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 1996 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1996 Bonds, there shall first be paid to the Holders of the Notes the sum of \$8,470,686.40, being a portion of the outstanding principal of the Notes and the interest accrued thereon.

B. Next, from the proceeds of the Series 1996 Bonds, there shall first be credited to the Bond Construction Trust Fund and then paid, any and all other borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project and any borrowings by the Issuer from the Authority, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1996 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 or repayment of Construction Notes in the manner set forth in Section 6.02 hereof.

D. 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 1996 Bonds.

Section 6.02. Disbursements From the Bond Construction Trust Fund. The Issuer shall, by the 15th day of each month, provide the Council with a requisition for the costs incurred for the Project, together with documentation as to payment of such costs from proceeds of the Construction Notes and such other documentation as the Council shall require. 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 the costs of issuance of the Bonds hereby authorized, which shall be made upon request of the Issuer) shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer, the Consulting Engineers and an appropriate official of Region I Planning and Development Council, stating:

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

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

(C) That each of such costs has been otherwise properly incurred; and

(D) That payment for each of the items proposed has either been made from proceeds of the Construction Notes or 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.

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.

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 1996 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 1996 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 1996 Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1996 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 1996 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 1996 Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1996 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. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 1996 Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The 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 Final Order of the Public Service Commission of West Virginia entered February 5, 1996, in Case No. 94-0098-W-PWD-PC-CN and such rates are hereby ratified.

Section 7.05. Sale of the System. So long as the Series 1996 Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, or to effectively defease the pledge created by this Bond Legislation in accordance with Article X hereof.

The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 1996 Bonds, immediately be remitted to the Commission for deposit in the Series 1996 Bonds Sinking Fund and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest on the Series 1996 Bonds. Any balance remaining after the payment of all the Series 1996 Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$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 Revenue 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, in writing, 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 the Governing Body may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$50,000 and not in excess of \$200,000, shall, with the written consent of the Authority and the Council, be remitted by the Issuer to the Commission for deposit in the Series 1996 Bonds Sinking Fund. Such payment of such proceeds into the Series 1996 Bonds Sinking Fund or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds 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 Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 66 2/3% in amount of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in this Section 7.06 and in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1996 Bonds. All obligations issued by the Issuer after the issuance of the Series 1996 Bonds and payable from the revenues of the System, except Parity Bonds issued under the conditions set forth in Section 7.07 hereof, 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 1996 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 in Section 7.07 hereof, 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 1996 Bonds, and the interest thereon, upon any or all of the income and revenues of the System pledged for payment of the Series 1996 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1996 Bonds pursuant to this Bond Legislation, except upon written consent thereto by the Authority and the Council.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1996 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of extensions, additions, betterments or improvements to the System, paying claims against the Issuer or refunding the Series 1996 Bonds issued pursuant hereto, or any combination of such purposes.

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 theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance,

shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this 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 lien of the Series 1996 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 1996 Bonds.

Section 7.08. Books; Records and Facilities. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority or its agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council 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 Council or their respective 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 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 Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the

accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Council and the Authority, or any other original purchaser of the Series 1996 Bonds, and shall mail in each year to any Holder or Holders of the Series 1996 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 payable from the revenues of the System 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 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 the Series 1996 Bonds and shall submit said report to the Authority and the Council, or any other original purchaser of the Series 1996 Bonds. Such audit report submitted to the Authority and the Council, shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

Section 7.09. Rates. 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 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 reductions 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 100% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1996 Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 1996 Bonds. The Issuer shall not reduce the rates or charges for services set forth in the rate Resolution 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 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 registered 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 registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, or to any Holder of the Bonds, who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement as Exhibit C, and forward a copy of such report to the Authority and the Council by the 15th day of each month.

Section 7.11. Engineering Services and Operating Personnel.

The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the

funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

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

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 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 sewer 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 sewer facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the sewer service 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 the Series 1996 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

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

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

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

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

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

Section 7.17. Completion of 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 West Virginia Public Service Commission for the acquisition and construction of the Project and the operation of the System.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement and shall, by Supplemental Resolution, approve such additional terms and conditions set forth in the Loan Agreement. The Issuer also agrees to comply with all applicable laws, rules and regulations

issued by the Authority, or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System. The Issuer shall provide the Council with copies of all documents submitted to the Authority.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 1996 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, and shall take effect immediately upon delivery of the Series 1996 Bonds.

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 (17CFR Part 240).

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 investment or trust 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 1996 Bonds are Outstanding.

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 1996 Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest on the Series 1996 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 1996 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1996 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or
- (3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner 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 at law or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the 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

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 1996 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1996 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1996 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 1996 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 1996 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 1996 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 1996 Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 1996 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1996 Bonds, no material modification or amendment of this Resolution, or of any resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 1996 Bonds, shall be made without the consent in writing of the Registered Owners of 66 2/3% or more in principal amount of the Series 1996 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 1996 Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 1996 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 Registered Owners of the Series 1996 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 1996 Bonds.

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

Section 11.05. Notices. All notices to be sent to the Issuer, the Company, the Authority or the Council shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed as follows:

ISSUER:

Oakvale Road Public Service District
Post Office Box 1061
Athens Road
Princeton, West Virginia 24740
Attention: Manager

COMPANY:

West Virginia-American Water Company
P. O. Box 1906
Charleston, West Virginia 25327-1906
Attention: President

AUTHORITY:

Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064
Attention: Executive Director

COUNCIL:

West Virginia Infrastructure Council
1320 One Valley Square
Charleston, West Virginia 25301
Attention: Executive Secretary

All notices to be sent to the Issuer hereunder shall also be sent to the Company, and all notices to be sent to the Council hereunder, shall also be sent to the Authority.

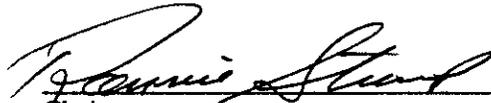
Section 11.06. Conflicting Provisions Repealed. All orders and resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 11.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, the Secretary and members of the

Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

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

Adopted this 4th day of December, 1996.


Chairman

CERTIFICATION

Certified a true copy of a Resolution duly enacted by the Public Service Board of OAKVALE ROAD PUBLIC SERVICE DISTRICT on the 4th day of December, 1996.

Dated: December 4, 1996.

[SEAL]


Secretary

12/02/96
OVJ.A7
667990/96001

OAKVALE ROAD PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 1996
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 1996(WEST VIRGINIA INFRASTRUCTURE FUND), OF OAKVALE ROAD PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; AUTHORIZING AND APPROVING THE OPERATING AGREEMENT ENTERED INTO BY AND BETWEEN THE DISTRICT AND WEST VIRGINIA-AMERICAN WATER COMPANY; APPROVING A LETTER OF CREDIT TO ADDITIONALLY SECURE THE BONDS; 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 Oakvale Road Public Service District (the "Issuer"), has duly and officially adopted a bond resolution, effective December 4, 1996 (the "Bond Resolution" or the "Resolution") entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE ISSUER'S WATERWORKS FACILITIES BOND AND GRANT ANTICIPATION NOTES, SERIES 1996, AND THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF OAKVALE ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$12,700,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE

RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS PROVIDING FOR INTERIM CONSTRUCTION FINANCING; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), of the Issuer (the "Bonds" or the "Series 1996 Bonds"), in an aggregate principal amount not to exceed \$12,700,000, and has authorized the execution and delivery of a loan agreement relating to the Bonds (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), all in accordance with Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Loan Agreement and Letter of Credit have been presented to the Issuer at this meeting;

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted and that the Loan Agreement be approved and entered into by the Issuer, that the Agreement between the Issuer and West Virginia-American Water Company, as amended, be approved and authorized by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale

price of the 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 OAKVALE ROAD PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered R-1, in the principal amount of \$12,700,000. The Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2036, and shall bear interest at the rate of 3.0% per annum. Principal of and interest on the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1997, and ending December 1, 2036, and in the amounts as set forth in "Schedule X" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The initial "Schedule X" shall reflect the full principal amount of the Bonds, being \$12,700,000. On February 20, 1997 and December 20, 1997, "Schedule X" will be amended to reflect the actual principal amounts advanced as of such dates. The Bonds shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Bonds.

On February 20, 1997, the Authority shall determine the amount of principal advanced under the Bonds, and shall calculate the quarterly installments of principal of and interest hereon to be paid on June 1, September 1 and December 1, 1997. On December 20, 1997, the Authority shall redetermine the amount of principal advanced under the Bonds, and shall recalculate the quarterly installments of principal of and interest on the Bonds to be paid on March 1, 1998, and each quarter thereafter, until the maturity thereof. If not previously paid, all principal of and interest on the Bonds shall be payable on December 1, 2036.

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

Section 3. The Issuer does hereby authorize, approve and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, 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 approve the Letter of Credit and the issuance of the Letter of Credit in lieu of a funded debt service reserve fund for the Bonds, and acknowledges that the Authority may hereafter require that a debt service reserve account be established and funded in the event the Letter of Credit is reduced or terminated;

Section 5. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, as Registrar (the "Registrar") for the Bonds 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 6. The Issuer does hereby appoint and direct the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds.

Section 7. The Issuer does hereby appoint One Valley Bank of Mercer County, Princeton, West Virginia, as Depository Bank under the Bond Resolution.

Section 8. Series 1996 Bonds proceeds in the amount of \$8,470,686.40 shall be deposited in the Bond Construction Trust Fund and immediately applied to pay a portion of the outstanding principal of and interest accrued on the Issuer's Waterworks Facilities Bond and Grant Anticipation Notes, Series 1996 (the "Notes"), heretofore issued to temporarily finance a portion of the costs of acquisition and construction of the Project. (The balance of the principal of and interest accrued on the Notes, being \$217,170.30, are to be paid concurrently from proceeds of the Construction Notes.)

Section 9. Series 1996 Bonds proceeds in the amount of \$ -0- shall be deposited in the Series 1996 Bonds Sinking Fund as capitalized interest.

Section 10. The balance of the proceeds of the Bonds shall be deposited in the Bond Construction Trust Fund as received from time to time for payment of Costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

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 Bonds hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about December 4, 1996.

Section 12. 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 13. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, in repurchase agreements or in time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements and/or time accounts, until further directed by the Issuer. Moneys in the Series 1996 Bonds Sinking Fund shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer is hereby authorized and approval is given, if such authorization and approval has not previously been given, to enter into the Agreement with West Virginia-American Water Company, whereby West Virginia-American Water Company will operate and maintain the System for the Issuer.

Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 4th day of December, 1996.

OAKVALE ROAD PUBLIC SERVICE DISTRICT


Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of OAKVALE ROAD PUBLIC SERVICE DISTRICT on the 4th day of December, 1996.

Dated: December 4, 1996.

[SEAL]

Hillis Warner
Secretary, Public Service Board

12/02/96
OVJ.B4
667990/96001



State of West Virginia
WATER DEVELOPMENT AUTHORITY

180 Association Drive
Charleston WV 25311-1571

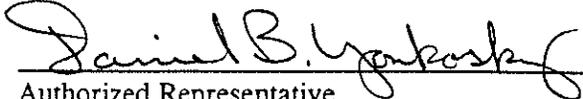
Telephone (304) 558-3612
Telecopier (304) 558-0299

April 23, 1999

Oakvale Road Public Service District
Water Revenue Bonds, Series 1999 A
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the West Virginia Water Development Authority, the registered owner of the entire outstanding aggregate principal amount of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Water Revenue Bonds, Series 1999 A (West Virginia Infrastructure Fund) (the "Bonds"), in the original aggregate principal amount of \$1,268,489, by Oakvale Road Public Service District (the "Issuer"), under the terms of the bond resolution authorizing the Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding Water Revenue Bonds, Series 1996 (West Virginia Infrastructure Fund) (the "Prior Bonds").



Authorized Representative

THIS AGREEMENT is made as of this 8th day of May, 1995, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation (hereinafter "Water Company"), and OAKVALE ROAD PUBLIC SERVICE DISTRICT, a public corporation established under the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (hereinafter "District").

W I T N E S S E T H:

WHEREAS, pursuant to Orders of the Public Service Commission of West Virginia ("Commission") entered on December 13, 1988 and January 3, 1989, in PSC Case No. 88-155-W-CN, the Commission approved an Agreement between District and Water Company relating to the operation of certain water distribution mains and related facilities in an area east of Princeton, West Virginia, known as Halls Ridge, constructed by the County Commission of Mercer County, West Virginia, and conveyed to District;

WHEREAS, pursuant to an Intergovernmental Agreement dated April 22, 1993, between and among District, the County Commission of Mercer County, the County Commission of Summers County, the City of Princeton, and the City of Hinton (hereinafter collectively sometimes referred to as the "Intergovernmental Group"), District has agreed with the Intergovernmental Group to accept certain responsibilities with respect to receipt of bids, awarding of contracts, construction of certain water transmission and distribution mains and the ownership of those facilities to be constructed with public funds; and

WHEREAS, under the Intergovernmental Agreement and this Agreement, District and the Intergovernmental Group agree to yconstruct certain Phase I facilities at an estimated cost of approximately \$16.746 million in order to serve approximately 600 potential customers within the expanded service area of District, all as generally shown in gray on a schematic prepared by Water Company dated May, 1995, and captioned "Region I Planning and Development Council, Mercer/Summers Water Project" ("District Plan"), a copy of which is attached to and incorporated in this Agreement as Exhibit A; and

WHEREAS, District has requested Water Company to provide District with a supply of potable water from the new Treatment Plant to be constructed by Water Company at True, West Virginia ("Bluestone Treatment Plant"), along with a raw water Intake Structure and Raw Water Line and related pumping and storage facilities described in more detail in this Agreement, in order to permit Water Company and District to provide water service to those customers to be served under an overall project between the Intergovernmental Group and Water Company described generally as the "Mercer/Summers County Water Supply Project" (hereinafter "Mercer/Summers County Water Supply Project" or "Project"), it having been determined by District that Water Company is the best available source of potable water for that area; and

WHEREAS, Water Company and District, in order to provide District with a supply of potable water, propose to design and construct a Raw Water Intake Structure, Raw Water Line, the

Bluestone Treatment Plant and transmission and distribution mains and other facilities more fully described below; and

WHEREAS, Water Company, upon completion of the Bluestone Treatment Plant, will have sufficient treatment and storage capacity to supply the estimated needs of all of the existing or proposed customers to be served by the Mercer/Summers County Water Supply Project, including the customers of Water Company currently receiving service from Water Company's Hinton and Princeton Treatment Plants; and

WHEREAS, District, as a result of the arrangements contemplated by this Agreement and the Intergovernmental Agreement and certain funds available to the Intergovernmental Group, will be able to obtain the construction of water transmission and distribution facilities to serve certain residents under the Project; and

WHEREAS, Company proposes to construct and own any storage facilities provided under Phase I or Phase II of the Mercer/Summers County Water Supply Project; and

WHEREAS, District believes it is in the best interest of District and its proposed customers for Water Company to operate, maintain, repair and replace the water transmission and distribution facilities owned by District after their construction; and

WHEREAS, District and Water Company desire to provide adequate potable water to District customers and to provide

assistance in the operation, maintenance, repair and replacement of the distribution and transmission facilities of District.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Agreement and which are not to be construed as mere recitals, the covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Water Company and District agree:

I. Construction of Water Facilities.

After the conditions precedent described in Section XIII have been satisfied, the parties shall proceed promptly and diligently to construct the following facilities:

A. Proposed Construction Funded and Owned by Water Company.

Under Phase I of the Project, Company will construct a Raw Water Intake Structure and related Raw Water Line and construct the Bluestone Treatment Plant, a 5 MGD facility, at True, West Virginia and the related storage facility and piping to provide service to Company's Hinton and Princeton Districts, Pipestem State Park and unserved areas along the transmission mains. Under Phase I of the Project, the estimated total cost of Company's construction is approximately \$23,000,000. All of Water Company's proposed construction shall be hereinafter collectively referred to as "Water Company Facilities," and the approximate locations of Water Company Facilities are shown in blue on Exhibit A to this Agreement.

B. District Proposed Construction.

Under Phase I, District, in cooperation with the Intergovernmental Group and in furtherance of this Agreement, shall, at its sole cost and expense, design, purchase and install the following transmission and distribution lines at the estimated cost indicated:

<u>Public Construction</u>	<u>Estimated Cost of Construction</u>
Transmission Mains	\$ _____
Distribution Mains	_____
<u>Total Cost to Intergovernmental Group</u>	<u>\$ 16,746,285</u>

These facilities in Phase I will initially serve approximately 600 customers in the District service area, the District service area being shown on the schedule attached as Exhibit A to this Agreement. In addition, under Phase II of the Project, the Intergovernmental Group has agreed to construct approximately an additional \$5,004,000 of distribution mains, all as generally shown in yellow on Exhibit A. All of District's proposed construction shall be hereinafter collectively referred to as "District Facilities."

C. Estimated Cost of Construction. It is estimated that the total cost of construction of Phase I of Water Company Facilities and Phases I and II of the District Facilities will be \$44,750,285. Water Company will pay the approximate cost of \$23,000,000 for Water Company Facilities, and District and the Intergovernmental Group will pay the cost of \$16,746,285 to construct Phase I, all as set forth below. District and

Intergovernmental Group will pay the estimated cost of \$5,004,000 for Phase II of District Facilities.

MERCER/SUMMERS REGIONAL WATER SUPPLY PROJECT
PHASE I
PRELIMINARY PROJECT COST/SOURCE OF FUNDS

SOURCE OF FUNDS:

WEST VIRGINIA-AMERICAN WATER CO.	\$ 23,000,000
INFRASTRUCTURE/WDA LOAN - "JOINT USE"	\$ 7,303,084
SMALL CITIES BLOCK GRANT	\$ 3,000,000
ARC GRANT	\$ 990,318
CORPS OF ENGINEERS GRANT	\$ 2,100,000
EDA GRANT	\$ 990,000
INFRASTRUCTURE COUNCIL LOAN	<u>\$ 7,366,083</u>
TOTAL ESTIMATED COST OF PROJECT	<u>\$ 44,750,285</u>

II. Supply of Water to Customers of District.

A. Upon completion of construction of Water Company Facilities and District Facilities, Water Company agrees to provide to District customers served from District Facilities, subject to the terms, conditions, undertakings, agreements and limitations provided in this Agreement, the total water requirements of the customers of District, said water delivered to District's customers to be of the same quality as that supplied to Water Company's customers in its Princeton and Hinton Districts. Water Company will be paid for the water supplied to District customers in the manner set forth in Section VI of this Agreement at the rates of Water Company from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended.

B. Water Company shall monitor the water quality and be responsible for compliance with all state and federal standards for furnishing water to the public.

C. If at any time during construction of Water Company Facilities or District Facilities, Water Company agrees to provide water to a portion of the customers served from District Facilities, such water shall also be provided by Water Company, as agent for District, and paid for by District's customers in the manner set forth in this Agreement. Water Company agrees to use reasonable efforts to coordinate its construction with that of District in order to supply water as set forth above.

D. In the event of an extended shortage of water, or if the supply of water from Water Company is otherwise diminished or impaired, the supply of water to the customers of District shall be reduced or diminished in approximately the same proportion as the supply of the water to customers of Water Company's Hinton and Princeton Districts is reduced or diminished. Any notification given to Water Company's Hinton or Princeton District customers of any anticipated shortage of water shall also be given to customers of District.

III. Term of this Agreement.

The term of this Agreement shall extend for forty (40) years from the date hereof and thereafter may continue in effect from year to year after the 40-year term of the Agreement by mutual consent of the parties.

IV. Plans and Specifications for District Facilities.

A. The Intergovernmental Group has retained the services of the consulting engineering firm of Stafford Consultants, Inc., P.O. Box 5849, Princeton, West Virginia 24740 to prepare the necessary plans and specifications and to prepare estimates of the cost of construction of District Facilities. Prior to preparation of the necessary bidding documents, District will submit the plans and specifications for District Facilities to Water Company for approval.

B. Water Company shall have the right, but not the obligation, to inspect the construction of District Facilities. District shall have the obligation to provide a full time, qualified resident project representative to assist District in determining that construction under this Agreement is conducted in accordance with the District Plan. In the event an inspection by Water Company or such District inspector during construction of District Facilities or of the construction techniques or methods employed by, or for, District or its contractor during construction reveals that construction of District Facilities is not proceeding according to the Plan, Water Company shall, within 15 days of any inspection by Water Company or within 15 days of being advised of such deficiencies in construction by the District inspector, give written notice thereof to District, with a copy of such notice to the County Commissions of Summers and Mercer County, and District hereby agrees that it will correct, or cause its contractor to correct, such discrepancy within 45 days of receipt of such notice.

C. Water Company and District are participating in the U.S. Army Corps of Engineers ("Corps of Engineers") demonstration project grant as a part of Phase II of the Project, and Water Company and District agree that they will accept the completed Corps of Engineers project water lines upon completion of that portion of the Project.

D. In the event District or its contractor refuses to correct such discrepancy, then Water Company, at its sole option, shall have the right to be reimbursed for the cost and expense of making any installations, relocations, replacements, maintenance or repairs on such discrepancy and to treat such discrepancy as provided in Section VI hereof.

E. In the event this Agreement becomes null and void under this Section IV, Water Company shall not be liable for any costs or damages as a result thereof.

V. Operation and Maintenance of District Facilities by Water Company for District.

A. Except as otherwise provided in this Agreement, Water Company hereby agrees, at its expense, to operate, maintain, repair and replace (i) District Facilities described in Section IB of this Agreement, and (ii) all other water lines or other facilities added thereto with the written approval of Water Company and District. The obligation of Water Company to operate, maintain, and repair District Facilities at its own expense shall be limited to routine operation, maintenance and repair of District Facilities; provided, however, Water Company's obligation to

operate, maintain, and repair the District Facilities shall not include the obligation to install, relocate or replace any "unit of property" within District Facilities or hereafter constructed and included within this Agreement as defined in the Uniform System of Accounts of the National Association of Regulatory Utility Commissioners ("NARUC"), nor shall Water Company be under any obligation to maintain, repair or replace at its expense, any condition, defect or malfunction arising from the installation of District Facilities which fail to meet the standards of Water Company, if such discrepancy in installation is reported in writing by Water Company to District and to the County Commissions of Mercer and Summers Counties within 15 days of discovery as provided in Section IV.

B. In the event Water Company, under the terms of this Agreement, is required to install, relocate or replace any "unit of property" within District Facilities or hereafter constructed and included within this Agreement as defined in the Uniform System of Accounts of the National Association of Regulatory Utility Commissioners ("NARUC"), Water Company shall make such installation, relocation or replacement at the cost of the District.

C. In the event that it becomes necessary to install, relocate or replace any unit of property or any condition, defect or malfunction arising from faulty installation for which notice as hereinabove set forth has been given to District by Water Company, such installation, replacement or relocation shall be made by a

contractor selected by the PSD or by Water Company upon notification by District using funds advanced by Water Company for which Water Company shall be reimbursed under the billing procedures set forth in Section VI below.

VI. Reading Meters, Billing of Customers and Payments to District for Surcharges to District Customers.

A. All customers served directly from District Facilities under this Agreement shall be the customers of District. In addition, Water Company and District agree that any customers served from the 8-inch water line from the Bluestone Treatment Plant to the north side of the Bluestone Lake shall also be customers of District. Water Company shall, at its expense, read all meters of the customers of District and render bills to those customers as agent for and on behalf of District in a manner consistent with the meter reading and billing practices of Water Company employed in billing its own customers, such bills to be rendered and collected by Water Company on behalf of District and to be computed based on the usage of each District customer at the rates of District from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended.

B. The bills delivered by Water Company to each customer of District on behalf of District shall reflect the amount due for the water used (such amount to be determined by applying the rates of District to the consumption of water by District's customers as determined by monthly or estimated meter readings). The bills delivered to the customers of District shall be delivered

by, and shall be payable to, Water Company as agent for District.

C. Water Company, in consideration of the respective rights, duties, obligations, agreements and undertakings of the parties under this Agreement, shall be entitled to receive from District an amount which will be the total of each customer's bill based on the consumption of each individual District customer at Water Company rates from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended. Water Company shall prepare and deliver a monthly statement to District which shall reflect the total amount collected by Water Company as agent for District and the total amount retained by Water Company for the water service provided to customers of District at the respective rates of District and Water Company. A customer of District shall be charged a municipal B & O surcharge on usage only if that customer resides within a municipality which imposes such a surcharge. In addition, the monthly statement to be provided to District by Water Company will also include the costs of any installations, relocations, replacements, maintenance or repairs that have been made by Water Company at the cost of District pursuant to Section IV, any additions or extensions, and related refunds, made at the cost of District under Section VIII, and the cost of any fire hydrants under Section XI installed at the cost of District.

D. In addition to such other obligations, duties and responsibilities set forth in this Agreement, as amended, Water

Company also agrees to pay directly to vendors the reasonable costs of the following five items on behalf of District, up to maximum aggregate amount for all five items of \$12,000 in each calendar year during the term hereof, upon the receipt of an invoice for such costs from the vendor, which has been approved by District for payment and forwarded by District to Water Company:

1. District Commissioner's Fees
2. Legal and Accounting Expenses
3. Liability Insurance and Bonds
4. Regulatory Commission Fees
5. Miscellaneous Supplies
6. Administrative and Travel Expenses related to the Project

District agrees that the \$12,000 provided under this Agreement shall be the total amount to be paid by Water Company to District under this or prior agreements between Water Company and District for such services, and shall not be in addition to any amounts provided under the prior agreement between Water Company and District. In the event that either Water Company or District believes that the maximum aggregate amount of \$12,000 is inadequate or excessive to pay the reasonable costs of the above-mentioned five items, then either party may petition the Utilities Division of the Public Service Commission of West Virginia to audit and review the costs incurred by District for such items and to fix the maximum aggregate amount for said items which Water Company will pay pursuant to this Subsection D.

E. As a part of the costs and expenses described in Subsection D of this Section VI, District agrees to have its accountants review, at least annually, at the expense of District,

the system of accounts maintained by Water Company for District and report the results of that review to District, Water Company and the County Commissions of Mercer and Summers County.

VII. Payment by Water Company for the Use of District Facilities:

In exchange for the benefits of having the Water Company's Bluestone Treatment Plant connected to the Water Company's Hinton and Princeton distribution systems through the District Facilities, Water Company will pay District \$670,000 per year but only until the debt of the District approved by the Infrastructure Council has been paid in full. This \$670,000 payment shall be paid either directly to the account of District or may be offset against amounts due Water Company from District, at the option of Water Company, and will be paid or offset on a monthly basis at the time of the other payments provided in paragraph VI hereof. Of the \$670,000 annual payment to District, \$660,000 shall be dedicated to service the principal and interest on any debt of District approved by the Infrastructure Council and used to finance the construction of the District Facilities and the remaining \$10,000 shall be used to meet any obligations of District to Water Company under this Agreement.

VIII. Future Additions to and Future Extensions of District Facilities.

Water Company and District are aware that there may be written requests by District for future additional use of water by customers of District and that there may be future approved

District additions and extensions made to District Facilities. In addition to the other requirements set forth in this Agreement, District and Water Company hereby specifically agree that such additional use, additions and extensions shall be made only if, in the opinion of Water Company, Water Company has sufficient treatment capacity and distribution and pumping facilities, including transmission and distribution mains, adequate to serve District's customers and if Water Company believes it otherwise economically feasible to meet the total then present and anticipated needs of both the customers of District and the other customers of Water Company's Hinton and Princeton Districts. Further, District and Water Company agree as follows:

A. Future Additions. All future additions to District Facilities constructed by District shall be subject to this Agreement; provided, however, that future additions to the system must be approved by both Water Company and District.

B. Future Extensions. Customer extensions from District Facilities and within District boundary lines may be installed by either District or Water Company. When District receives a request for a customer extension, District shall notify in writing Water Company within fifteen days of its receipt of said request whether District will install the customer extension or desires Water Company to make the installation.

(1) In the event District desires Water Company to install and own the customer extension, (i) Water Company shall contract on its own behalf with the customer requesting the

extension and make the installation pursuant to the Rules and Regulations of the Commission, (ii) all customers attaching to the customer extension shall be considered customers of Water Company for billing purposes at the rates of Water Company, and (iii) the customer extension shall be, without further cost or expenses of any kind, the property of Water Company.

(2) In the event District elects to install and own the customer extension, the construction for that customer extension by District shall be contracted to a contractor acceptable to Water Company, and all plans and specifications for that extension must be submitted to and approved by Water Company before becoming a part of District's system and being subject to this Agreement. When that extension is contracted to a contractor acceptable to Water Company, Water Company, on behalf of and as agent for District, shall contract directly with such contractor to provide the extension. Any extension deposits taken by Water Company on behalf of and as agent for District pursuant to the Rules and Regulations of the Public Service Commission of West Virginia ("Commission") shall be retained by Water Company and credited against the cost of the extension, and the balance of the deposit above the cost of the extension, if any, shall be returned to the contracting customer. Water Company on behalf of and as agent for District, shall make refunds to the contracting customers for the extensions pursuant to the Rules and Regulations of the Commission based on the rates of Water Company, using funds advanced to Water Company by District.

(3) Refunds made pursuant to the Rules and Regulations of the Commission to customers contracting directly with Water Company pursuant to subparagraph VIII B(1) shall be the sole responsibility of Water Company, and the cost of such extensions, to the extent refunded or reimbursed to customers pursuant to the Commission's Rules and Regulations, shall be properly includable in Water Company's depreciable utility plant in calculating Water company's cost of service and resulting rates.

IX. Installation of Domestic Services.

District shall install and own services and meter installations for the 1,300 customers to be served under this Agreement. The Company will install and own the meters to serve those 1,300 customers. Thereafter, and after the proposed construction of Water Company Facilities and District Facilities provided for this Agreement have been completed, Water Company shall install, in accordance with the Rules and Regulations of the Commission, domestic services lines, including the tap on District Facilities and the service line from District Facilities to the established curb line or within the public right of way nearest the main. This installation shall include the meter setting. All such service lines from District Facilities to District customer's property line, meter settings and taps shall be constructed and installed by Water Company and shall be the property of Water Company. Water Company shall install all meters at its cost, shall own the meters, and shall assume the obligation to repair, maintain and replace the meters.

X. Payment to Water Company Upon Termination of the Agreement.

A. Upon the termination of this Agreement, Water Company will be entitled to receive payment for all water delivered to District customers through the termination date of this Agreement in accordance with the provisions of Section VI of this Agreement, and all water meters installed on District's distribution system at Water Company's expense at the time of such termination will be removed by Water Company. District agrees that it will either replace those meters, install nipples in place of those meters or buy the meters from Water Company at the depreciated original cost of those meters as provided in Subsection C of this Section IX.

B. Upon termination of the Agreement, District also agrees that it will purchase from Water Company, at the depreciated original cost of those items, all utility plant installed at Water Company's expense under Section IX.

C. Upon termination of the Agreement, Water Company shall, within thirty (30) days of such termination, provide District (i) the total cost of all such items described in subparagraphs A and B of this Section X installed at the cost of Water Company and (ii) the total depreciation accrued on all of such items. District agrees that it shall pay to Water Company the total net depreciated cost (original cost less depreciation) of such items over a three year period with such payments to be made in thirty-six (36) equal monthly payments of principal, plus

accrued interest at the "Prime Rate," as defined below, commencing forty-five (45) days after termination of the Agreement. The Prime Rate shall be the prime rate as shown in The Wall Street Journal being defined therein as the "base rate on corporate loans at large U.S. money center commercial banks" and reported as the "PRIME RATE" under the heading "Money Rates," as those terms shall be from time to time changed. The Prime Rate shall change not more often than the first day of each calendar quarter, and for each calendar quarter it shall be determined on the last day of the preceding calendar quarter on which The Wall Street Journal is published with the aforesaid prime rate quotation. In the event that The Wall Street Journal ceases to publish such rates, the Prime Rate shall be the prime rate established by One Valley Bank, National Association, of Charleston, West Virginia, from time to time.

XI. Installation of Private Fire Protection Services.

After the proposed construction provided for in this Agreement has been completed, additional fire services, approved by District, may be installed by Water Company from District Facilities, but only in accordance with the Rules and Regulations of the Commission. Fire service shall be installed by Water Company at the expense of the applicant and shall be billed by Water Company to the applicant and paid by the applicant directly to Water Company at a rate equal to the then approved Water Company's private protection rate.

XII. Installation of Fire Hydrants.

After the original construction provided for in this Agreement has been completed, public fire protection facilities approved by District may be installed on District Facilities covered by this Agreement at the request of an appropriate governmental unit, and installation shall be made pursuant to the Rules and Regulations of the Commission.

XIII. Water Service Franchise Territories.

It is expressly understood and agreed by Water Company and District that:

A. Water Company shall be permitted to install and maintain Water Company Facilities and other facilities within the water service franchise area of District as are necessary to enjoy and fulfill its rights and obligations under this Agreement, subject to the terms and conditions set forth in this Agreement.

B. Except as otherwise provided in this Agreement, all persons served from extensions or additions constructed at the Water Company's expense as described in Section VIII, and served, either at present or in the future, by Water Company shall be considered customers of Water Company.

C. Water Company and District agree that, as part consideration for undertaking this Agreement, Water Company shall have the right at no cost to Water Company, even after termination of this Agreement, to transfer water through District Facilities, and all future additions and future extensions thereto, and to serve customers who may be connected, directly or indirectly, to

Water Company water mains, whether inside or outside District's service area as customers of Water Company.

XIV. Conditions Precedent to Effectiveness of Agreement.

Water Company and District understand and agree that this Agreement, and the obligations of each of them hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. The Intergovernmental Group shall have received a firm commitment for the necessary grants and other funding to enable it to carry out its obligations under Section I of this Agreement.

B. The Commission shall have granted a certificate of convenience and necessity for the construction of Water Company Facilities and District Facilities.

C. The Commission shall have approved the rates requested by District in the Joint Application and any and all amendments or supplements to the Joint Application (hereinafter "Joint Application, as amended") filed with the Commission seeking approval of this Agreement, which Joint Application shall be the responsibility of Water Company.

D. District and Water Company shall have acquired all necessary permits from all applicable State and Federal agencies and shall provide evidence to each other, satisfactory to counsel for Water Company and District, that each of them has all of the necessary rights of way, easements, licenses or permits necessary

for the installation of Water Company Facilities and District Facilities; provided, however, that in the event that it is later discovered that District does not have a right of way or easement for a portion of District Facilities this condition precedent shall be deemed satisfied if District acquires such right of way or easement, and the related right of entry, by eminent domain at no cost to Water Company.

E. The Commission shall have approved the Joint Application, as amended, and this Agreement, including all of the terms, conditions, undertakings, agreements, limitations, and transactions under the Joint Application, as amended, and this Agreement, and shall have approved the specific ratemaking treatments and provisions sought by Water Company in this Agreement or in the Joint Application, as amended, prepared and submitted to the Commission seeking approval of this Agreement and the Mercer/Summers County Water Supply Project. Specifically, and without in any way limiting the generality of this condition, the Order approving the Agreement and the transactions contemplated thereby shall:

(1) Authorize the inclusion in depreciable utility plant of Water Company any amounts expended by Water Company [for the cost of installing, replacing or relocating any water lines or facilities on the District system which are defined as a "unit of property," in the NARUC Uniform System of Accounts and which are relocated or replaced by Water Company at its cost pursuant to Section V of this

Agreement] to install service lines, meter settings and taps on the District system pursuant to Section IX;

(2) Authorize Water Company to include in depreciable utility plant an amount equal to the tax expense associated with the obligations assumed by Water Company under the Agreement to the extent that the construction of District Facilities and other facilities undertaken by District, or the undertaking by Water Company to operate, maintain, repair or replace District Facilities under this Agreement, cause the cost of such District construction, or any part thereof, to constitute taxable income or otherwise to generate tax expense for Water Company;

(3) Except to the extent necessary to reflect the increased cost of the Project described in the Joint Application, as amended, not change or modify the rate making treatment contained in the Partial Joint Stipulation between and among the Water Company, the Staff, Consumer Advocate Division and the Intergovernmental Group dated and previously approved by the Commission in its Order of October 28, 1994; and

(4) Grant the other rate relief requested by the Water Company in the Joint Application, as amended.

F. The Commission shall not have attached to its Order any terms, conditions or limitations which, in the sole discretion of either Water Company or District, shall adversely affect this

Agreement or the economic feasibility of this project between the parties or require Water Company, District or the Intergovernmental Group to take any action or refrain from taking any action which, in the opinion of their respective counsel, might require them, or any of them, to breach any of their obligations under any Mortgage Indenture, as supplemented, or any other agreement to which any of them might be a party.

XV. Representations and Warranties.

A. District represents and warrants to Water Company as follows:

- (1) The execution, delivery and performance of this Agreement by District have been duly authorized, and this Agreement constitutes a valid and binding obligation of District enforceable in accordance with its terms; and
- (2) The execution and performance of this Agreement in accordance with its terms by District will not violate any provisions of law or violate the terms or conditions of any grants or loans made to District or any of the Intergovernmental Group for construction of District Facilities.

B. Water Company represents and warrants to District as follows:

- (1) The execution, delivery and performance of this Agreement by Water Company have been duly authorized, and this Agreement constitutes a valid and binding obligation

of Water Company enforceable in accordance with its terms; and

(2) The execution and performance of this Agreement in accordance with its terms by Water Company will not violate any provisions of Water Company's indentures.

XVI. Assignability.

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

XVII. Notice.

Any notice, demand or request given hereunder shall be deemed sufficient if in writing and sent by certified mail, postal charges prepaid, to West Virginia-American Water Company, Attention: President, P. O. Box 1906, Charleston, West Virginia 25327, and to District addressed to Oakvale Road Public Service District, c/o Mercer County Commission, Attention: County Administrator, Princeton, West Virginia 24740, or to such address as the parties shall indicate by written notice to the other party.

XVIII. Captions.

The captions preceding the text of the subsections of this Agreement are inserted solely for convenience and reference and shall not be used to construe, interpret or affect any provision of this Agreement.

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Oakvale Road Public Service District, a public corporation, have caused this Agreement to be signed, by their

proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

Witness:

Judy L. Judy

By

Michael A. Miller
Michael A. Miller
Its Vice President

OAKVALE ROAD PUBLIC SERVICE
DISTRICT

Witness:

Will Smith

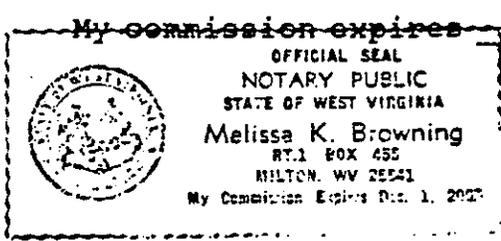
By

Ronnie Stump
Its Chairman

ABB04A0B

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 8th day of May, 1995, by Michael A. Miller, Vice President of West Virginia-American Water Company, a West Virginia corporation, on behalf of said corporation.



December 1, 2003

Melissa K. Browning
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, to-wit:

The foregoing instrument was acknowledged before me this 11 day of May, 1995, by Ronnie Steump, Chairman of Oakvale Road Public Service District, a public corporation, on behalf of said corporation.

My commission expires Jan 5, 2005

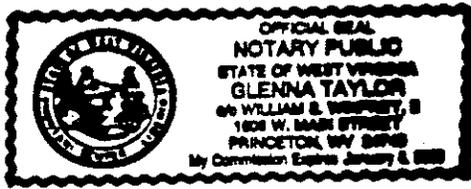
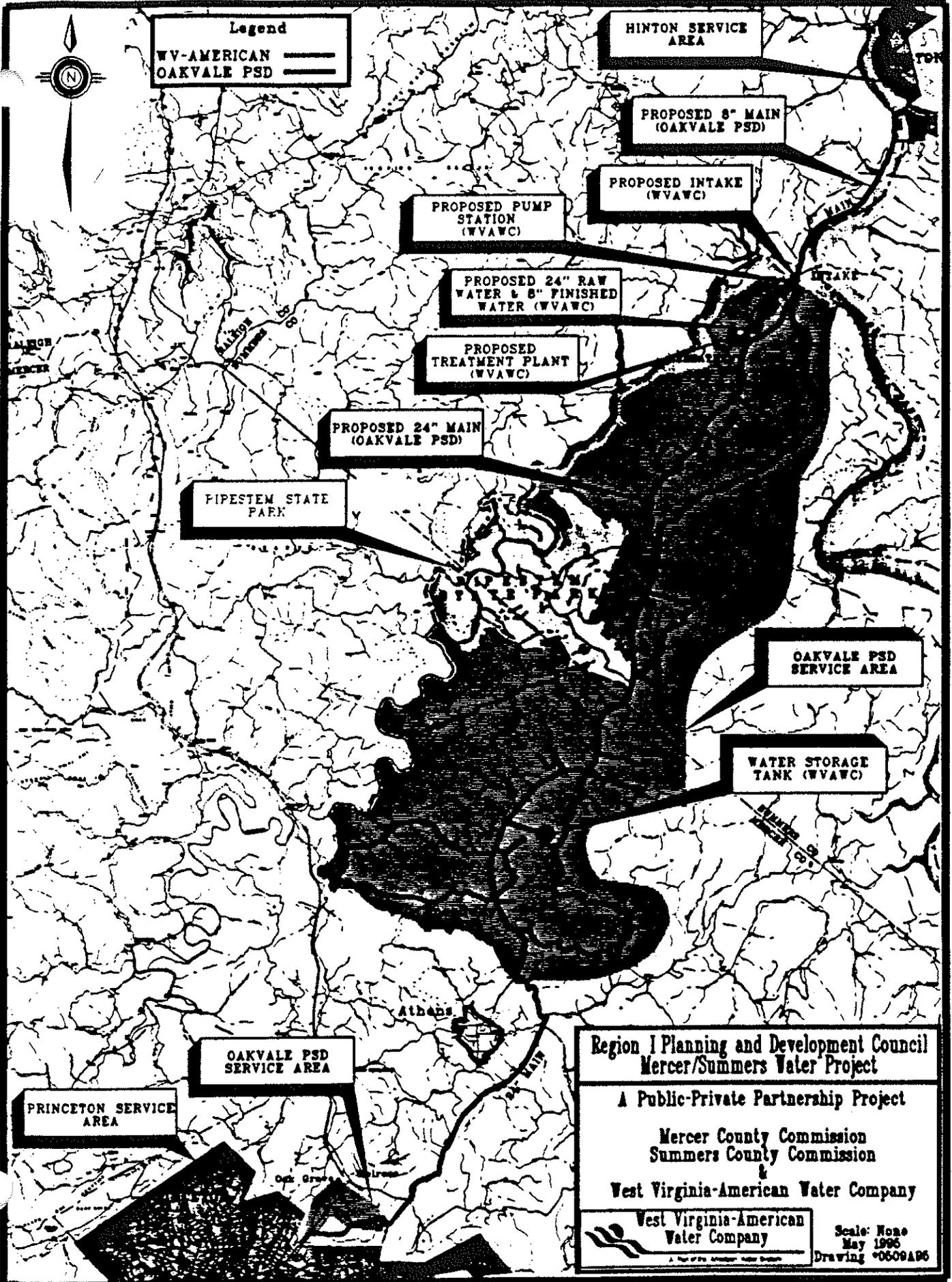


ABB04A0B

Glenna Taylor
Notary Public

EXHIBIT A



Region I Planning and Development Council
Mercer/Summers Water Project

A Public-Private Partnership Project

Mercer County Commission
Summers County Commission
&
West Virginia-American Water Company

West Virginia-American
Water Company

Scale: None
May 1995
Drawing #0609A96

This AMENDMENT TO AGREEMENT made as of the 4th day of December, 1996, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation (hereinafter "Water Company") and the OAKVALE ROAD PUBLIC SERVICE DISTRICT, a public corporation established under the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (hereinafter "District").

WITNESSETH:

WHEREAS, Water Company and District entered into an agreement dated as of the 8th day of May, 1995 (the "Agreement"), pursuant to which the Water Company undertook to take certain actions relating to the operation and maintenance of certain water transmission and distribution facilities, more completely described therein;

WHEREAS, under Article III of the Agreement, the term thereof was for a period of 40 years from May 8, 1995;

WHEREAS, the District has entered into certain financial arrangements with the West Virginia Infrastructure and Jobs Development Council (the "Council") pursuant to which the Council has loaned the District significant amounts of money, the debt service on which will be paid from payments made by the Water Company to or on behalf of the District under the Agreement;

WHEREAS, the financing for the District will run for a period of 40 years with the last payment due December 1, 2036; and

WHEREAS, it is the intention of the parties that the Agreement be coterminous with the period of the financing for the District.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of the Agreement and which are not to be construed as mere

recitals, the covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

1. That the term of the Agreement shall be extended to December 1, 2036.
2. That except as amended and modified herein, the Agreement shall

remain in full force and effect.

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Oakvale Road Public Service District, a public corporation, have caused this Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

Witness:

Lee O'Neil

By: Michael A. Miller
Michael A. Miller
Its Vice President

OAKVALE ROAD PUBLIC SERVICE
DISTRICT

Witness:

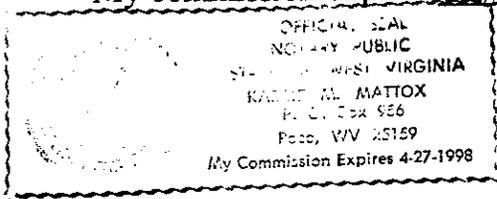
Will Swift

By: Ronnie Stump
Its Chairman

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 4th day of December, 1996, by Michael A. Miller, Vice President of West Virginia-American Water Company, a West Virginia corporation, on behalf of said corporation.

My commission expires April 27, 1998.

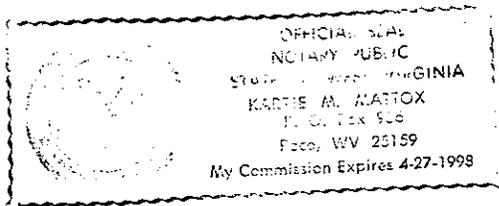


Kattie M. Mattox
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, to-wit:

The foregoing instrument was acknowledged before me this 4th day of December, 1996, by Ronnie Stump, Chairman of Oakvale Road Public Service District, a public corporation, on behalf of said corporation.

My commission expires April 27, 1998.



Kattie M. Mattox
Notary Public

**ONE VALLEY
BANK**

Our Letter of Credit No. 99-017

Issuance Date: April 23, 1999

Amount: Up to \$110,216.00
(One hundred ten thousand
two hundred sixteen dollars
and no/100)

Expiration Date: April 23, 2002

Name & Address of Beneficiary:
West Virginia Water Development Authority
on behalf of the West Virginia Infrastructure
and Jobs Development Council
180 Association Drive
Charleston, WV 25311

Name & Address of Account Party:
Oakvale Road Public Service District
P.O. Box 1061
Princeton, WV 24740

Name & Address of Applicant:
West Virginia-American Water Company
P.O. Box 1906
Charleston, WV 25327

Dear Beneficiary:

We hereby establish our irrevocable Letter of Credit (the "**Credit**") in your favor for the account of the Account Party named above, at the request of the Applicant, for not to exceed the amount stated above (the "**Credit Amount**"), subject to the following terms and conditions:

1. The Credit Amount is available only upon our receipt of:
 - (a) Your draft or drafts drawn at sight on One Valley Bank, National Association, bearing on its or their face the above number of the Credit, together with the original of the Credit and all amendments thereto.
 - (b) Your signed statement reading: "Oakvale Road Public Service District is in monetary default of those certain Oakvale Road Public Service District Water Revenue Bonds, Series 1999A (West Virginia Infrastructure Fund) dated April 23, 1999 (the "Bonds") due to its failure to pay principal and interest on the Bonds as and when due, and payment has not been received from any other source. The amount of this draw on your Letter of Credit #99-017 does not exceed the amount of such monetary default."

- (c) In the event of a draw on the Credit under the provisions of paragraph 4 hereinbelow, and only in that event, Beneficiary's written statement as set forth in paragraph 1. (b) above shall not be required.
2. This Credit may not be transferred or assigned.
 3. Multiple draws are permitted. If multiple draws occur, the unused balance of the Credit Amount will be available until the above-stated Expiration Date.
 4. The Expiration Date is subject to extension as follows: The Credit shall be automatically extended for periods of one year from the stated Expiration Date or each subsequent Expiration Date, unless we give Beneficiary not less than 60 days prior written notification of our intention not to so extend the Credit, in which case Beneficiary shall have the right to draw not more than \$55,108.00 of the Credit Amount. Notwithstanding any provision hereof to the contrary, in no event shall this Credit be extended beyond April 23, 2009, and Beneficiary shall not have the right to draw on the Credit as a result of the Credit not having been extended beyond April 23, 2009.

This Credit is issued in Charleston, West Virginia, and all references herein to time limits, including the Expiration Date, are to Charleston local time. We hereby agree with you that each draft drawn under and in accordance with the terms of this Credit will be duly honored upon presentation for negotiation and delivery of documents as specified herein at our counters at One Valley Square (Summers & Lee Sts.) in Charleston, West Virginia, on or before the close of our business on the Expiration Date. All correspondence related to this Credit must be sent to the attention of Mark Bias, Commercial Banking Division, One Valley Bank, National Association, Summers & Lee Sts., P.O. Box 1793, Charleston, WV 25326 and must refer to the number of the Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, as in effect on the date of this Credit, and, to the extent not governed thereby, to the laws of the State of West Virginia.

Very truly yours,



J. Mark Bias
Senior Vice President

APPLICATION AND AGREEMENT FOR STANDBY
LETTER OF CREDIT

JMT

One Valley Bank, National Association
One Valley Square
P. O. Box 1793
Charleston, WV 25326

ONE VALLEY
BANK

Date: April 12, 1999

Telephone (304) 348-7279
Facsimile (304) 341-1037

Gentlemen:

Please issue an irrevocable Standby Letter of Credit in accordance with this application for our account (or for the account of the party indicated in the Special Instructions below) in favor of the Beneficiary. In issuing the Standby Letter of Credit you are expressly authorized to make such changes from the terms set forth below as you in your sole discretion may deem advisable, provided that no such changes shall vary the principal terms hereof.

Letter of Credit Number: 99-017

Applicant: West Virginia-American Water Co.
P.O. Box 1906
Charleston, WV 25327

Beneficiary (Name and Address):
West Virginia Water Development Authority
on behalf of the West Virginia Infrastructure
and Jobs Development Council
180 Association Drive
Charleston, WV 25311

Maximum Amount
In Words: One hundred ten thousand two hundred
In Figures: \$ 110,216.00 sixteen dollars & no/100

Expiration Date: April 23, 2002
subject to extension as set forth below

Any drawings must be accompanied by the following document(s):

- (a) Beneficiary's draft(s) drawn at sight on One Valley Bank, National Association, bearing on its face the number of the Letter of Credit and otherwise in conformity with the Letter of Credit, together with the original of Letter of Credit No. 99-017 and all amendments thereto.
- (b) Beneficiary's signed statement reading: "Oakvale Road Public Service District is in monetary default of those certain Oakvale Road Public Service District Water Revenue Bonds, Series 1999A (West Virginia Infrastructure Fund) dated April 23, 1999 (the "Bonds") due to its failure to pay principal and interest on the Bonds as and when due, and payment has not been received from any other source. The amount of this draw on your Letter of Credit #99-017 does not exceed the amount of such monetary default."

(c) Other: In the event of a draw on the Credit under the provisions of the Special Instructions hereinbelow, and only in that event, Beneficiary's written statement as set forth in paragraph (b) above shall not be required.

Transferability: The Letter of Credit may not be transferred unless the following box is checked .

Multiple Drawings: Multiple drawings are not permitted unless the following box is checked . If multiple drawings are permitted, the unused balance of the Letter of Credit will remain available until the Expiration Date.

Special Instructions: The Expiration Date is subject to extension as follows: The Credit shall be automatically extended for periods of one year from the stated Expiration Date or each subsequent Expiration Date, unless Bank gives Beneficiary not less than 60 days prior written notification of its intention not to so extend the Credit, in which case Beneficiary shall have the right to draw not more than \$55,108.00 of the Credit Amount. Notwithstanding any provision hereof to the contrary, in no event shall the Credit be extended beyond April 23, 2009, and Beneficiary shall not have the right to draw on the Credit due to the Credit not being extended beyond April 23, 2009.

Delivery of Letter of Credit: When issued, the Letter of Credit is to be delivered to the Beneficiary at the address above unless other instructions are stated in the following blank: To Applicant

**TERMS AND CONDITIONS OF
APPLICATION AND AGREEMENT FOR STANDBY LETTER OF CREDIT**

To induce the issuance of the Letter of Credit, we agree to the provisions set forth on the first page hereof and as follows:

1. (a) To pay you, in lawful United States funds at your office, the amount of each draft under the Letter of Credit (the "Credit"), on demand or, at your request, in advance.
- (b) To pay you at your office in lawful United States funds the amount of each draft under the Credit, on demand, together with interest on such amount at a rate per annum calculated as follows: Wall Street Journal prime rate (the "Applicable Rate"). If used herein, "Prime Rate" refers to that interest rate so denominated and set by you from time to time as an interest rate basis for borrowings.
- (c) To pay to you, on demand, your commissions, all charges and expenses paid or incurred by you (including expenses of collection hereunder, or of exercise of your rights hereunder as to security or otherwise, and reasonable attorneys' fees), any correspondents' charges, together with interest thereon at a rate per annum equal to the Applicable Rate.
- (d) To pay you a fee equal to 1 % per annum, calculated on the basis of a 360-day year, applied to the maximum amount of the Credit, for the actual number of days the Credit is available prior to the Expiration Date stated above and in any renewal period. This provision implies no obligation to renew the Credit. If there is a minimum fee, it is \$ 1,102.16.
- (e) To execute and deliver to you, at your request, a promissory note and such other agreements and opinions of counsel as you may require to further evidence or confirm our obligation under this agreement.

Telegraphic or mail advice from your correspondents of payments or other action effected under the Credit shall be presumptive evidence of the facts therein stated and of our liability to you hereunder.

2. (a) This agreement shall be governed by the laws of the State of West Virginia. Any provision hereof that may be held unenforceable shall not affect the validity of any other provision. Except as otherwise provided herein or as you and we may otherwise agree with regard to and prior to issuance of the Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the issue date of the Credit shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Credit.
 - (b) You and your branches, affiliates and/or correspondents shall not be liable or responsible in any respect for any (i) error, omission, interruption or delay in transmission, dispatch or delivery of any one or more messages or advices in connection with the Credit, whether transmitted by cable, radio, telegraph, mail or otherwise and despite any cipher or code which may be employed, (ii) errors in translation or errors in interpretation of technical terms or consequences arising from causes beyond your or their control, (iii) action, inaction or omission which may be taken or suffered by you or them in good faith or through inadvertence in identifying or failing to identify any beneficiary or otherwise in connection with the Credit, or (iv) any failure by you or them to pay any draft under the Credit resulting from any censorship, law, control or restriction rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency or from any cause beyond your or their control.
 - (c) To indemnify and hold you harmless from all loss, damage, liability or expense by reason of any act or omission pursuant to our instructions or otherwise arising from or in connection with the Credit, and the occurrence of any one or more of the contingencies set forth in 2(b) above shall not affect or impair your rights and powers hereunder or our obligation to reimburse you hereunder.
3. (a) To pledge, and we do hereby pledge to you as security for any and all obligations hereunder any and all of our property or the property of any one or more of us, now or at any time hereafter in your possession or control (inclusive of such property as may be in transit by mail or carrier to or from you), or that of any third party acting in your behalf, whether for the express purpose of being used by you as collateral or for safekeeping or any other different purpose, a lien being hereby given you upon any and all such property for the aggregate amount of such obligations. You are hereby authorized, at your option, and without obligation to do so, to transfer to and/or register in the name(s) of your nominee(s) all or any part of the property which may be held by you as security at any time hereunder, and with or without notice to us or any of us. We hereby authorize you, acting in your discretion at any time and whether or not any property then held by you as collateral security hereunder is deemed by you to be adequate, to hold as additional collateral security any and all monies now or hereafter with you on deposit or otherwise to the credit of or belonging to us or any one or more of us, and then or thereafter to apply, in whole or in part, the monies so held upon all or any of the aforesaid obligations.
 - (b) The word "property" as used in this agreement includes goods and merchandise (as well as any and all documents relative thereto), securities, funds, monies (whether United States Currency or otherwise), choses in action and any and all other forms of property, whether real, personal or mixed and any right or interest which we, or any one of us, have therein or thereon, including without limitation the property described or referred to in subparagraph (c) of this paragraph 3. We hereby agree to file upon your request, and you are authorized at your option to file, financing statement(s) without our signature with respect to any of the property and we agree to pay the cost of any such filing and to sign upon request any instruments, documents or other papers which you may require to perfect your security interest in the property.
 - (c) Our obligations under this agreement are secured as follows:
 - (i) To further secure any and all obligations under this agreement, we do hereby grant you a security interest under the Uniform Commercial Code of West Virginia (the "Code") in the following described property:

(ii) Our obligations under this agreement are secured by a deed of trust or credit line deed of trust dated _____, 199____, executed by _____, as grantors, to _____, as trustees, in which case our obligations under this agreement are evidenced by our promissory note payable to your order.

(d) Whenever you deem it necessary for your or our protection, or after an Event of Default specified in Section 4, or other default, you may exercise all of the rights and remedies of a secured party under the Code, and you may realize upon (by sale, assignment, setoff, application or otherwise) all or any part of such property, in each case without advertisement, notice to, tender, demand or call of any kind upon us or any other person. Any such sale or assignment may be public, private or upon any broker's board of exchange, for cash, on credit or for future delivery, and at such price and upon such terms and conditions as you deem appropriate. You may acquire all or any part of such property. The purchaser of such property shall hold same free from any equity of redemption or other claim or right on our part, which are hereby specifically waived and released. You may discount, settle, compromise or extend any obligations constituting such property, and sue thereon in your or our name. Any demands, tenders, calls or notices to us shall be deemed duly made or given as of the time delivered to our last known address, or mailed, telegraphed, telephoned, or otherwise sent to such address. Seven days' written notice to us at the last address shown in your records of any public sale or of the date after which any private sale of the property may be held shall constitute commercially reasonable notice of such sale, if notice is otherwise required under the Code. No advertising, notice, tender, demand or call at any time given or made shall be a waiver of your right to proceed in the same or other instances without any further action.

(e) Proceeds of any such property shall be applied, without any marshalling of assets, in such manner or order as you may deem proper, to any one or more of our obligations, whether or not due, and you may retain any amounts necessary, in your sole judgment, to meet any contingent obligations.

(f) No receipt of, realization upon, release or substitution of, or other dealing with, any such property shall affect your rights or liens hereunder.

(g) If our obligations under this agreement are secured by a deed of trust, you shall also have all the rights and remedies provided for therein.

4. If we fail to perform any of our monetary obligations or material non-monetary obligations to you, any other creditor or the Beneficiary; if any of our representations or warranties made to obtain credit or any extension thereof are or appear to you to be false; if we default under any evidence of indebtedness issued, assumed or guaranteed by us under any security agreement or other agreement with respect thereto; if we suspend transaction of our usual business or are expelled or suspended from any exchange; if any judgment creditor applies for an order directing you to pay over or deliver property; if we die or dissolve; if we become insolvent or commit any act of insolvency or bankruptcy, or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by or against us; if a petition or proceeding is filed or instituted by or against us for relief under any bankruptcy, insolvency, reorganization, readjustment of debt or other law for relief of debtors, or for dissolution or liquidation; if any governmental authority takes possession of any substantial part of our property or assumes control of our affairs or operations; or if a receiver, trustee or liquidator is appointed for any part of our assets or a writ or order of attachment or garnishment is issued against us; then, unless you shall otherwise elect, in any such event (herein called an "Event of Default") all our obligations shall become due and payable without presentment, demand, protest or other notice of any kind, all of which we hereby expressly waive. We hereby waive our right to trial by jury and consent to the venue and jurisdiction of the Circuit Court of Kanawha County, West Virginia, in any civil action you may institute in respect to this agreement.

5. You may assign or transfer this Agreement or any instrument evidencing all or any of the aforesaid obligations and/or liabilities, and may deliver all or any of the property then held as security therefor, to the transferee, who shall thereupon become vested with all the powers and rights in respect thereto given you herein or in the instrument transferred, and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instruments, rights or property not so transferred.

6. Failure to exercise and/or delay in exercising on your part, any other right, power or privilege hereunder or under any trust receipt or security agreement (including the right to accounting) shall not constitute a waiver thereof, nor shall any single or partial exercise of any thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No provision hereof shall be deemed to have been waived unless you or your authorized agent shall have signed such waiver in writing, nor shall any such waiver, unless otherwise expressly stated therein be applicable to any matters occurring subsequent to the date thereof or to any continuation of the matters waived after such date. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7. In case of any extension or renewal of the Credit, increase or other modifications of its terms, or the further financing or refinancing for us of any transaction effected under the Credit as, for example, on a temporary advance, banker's acceptance, loan or other financing basis, with or without further documentation or agreement, this agreement shall continue to be binding upon us in all respects with regard to the Credit as so extended, increased, or modified and to any transaction so financed or refinanced.

8. If we are a corporation or partnership, we represent that (i) we are duly organized, validly existing and in good standing under the laws of the state of our incorporation or formation, (ii) we have all requisite corporate or partnership power to own our assets and carry on our business as now or proposed to be carried on; (iii) we are duly authorized to execute and deliver this agreement and that all necessary corporate or partnership and other action to authorize the execution and delivery of this agreement has been properly taken, and (iv) this agreement has been duly and validly executed and delivered and constitutes our valid and legally binding agreement enforceable in accordance with its terms.

This agreement shall be binding upon us, our heirs, executors, administrators, successors and assigns, and shall inure to the benefit of and be enforceable by you, your successors, transferees and assigns. If this agreement should be terminated or revoked by operation of law as to us, or any of us, we will indemnify and save you harmless from any loss which may be suffered or incurred by you in acting hereunder prior to the receipt by you, or your transferees or assigns, of notice in writing of such termination or revocation. If this agreement is signed by two or more parties, it shall be the joint and several agreement of such parties and whenever used herein, the singular number shall include the plural, and the plural the singular.

10: If, as a result of any law, regulation, treaty or directive, or any change therein, or in the interpretation or application thereof or your compliance with any request or directive (whether or not having the force of law) from any court or governmental authority, agency or instrumentality, any reserve, premium, special deposit, special assessment or similar requirements against your assets, deposits with you or for your account or credit extended by you, are imposed, modified or deemed applicable and you determine that, by reason thereof, the cost to you of issuing or maintaining the Credit is increased, we agree to pay you upon demand (which demand shall be accompanied by a statement setting forth the basis for the calculation thereof) such additional amount or amounts as will compensate you for such additional cost. Determinations by you for purposes of this paragraph of the additional amounts required to compensate you in respect of the foregoing shall be conclusive, absent manifest error. We further agree to pay any applicable levies or other taxes imposed in connection with the Credit other than net income taxes payable by you, and otherwise comply with all domestic and foreign laws and regulations applicable to all transactions under or in connection with the Credit.

Applicant:

West Virginia-American Water Company
(Name of Corporation or Partnership)

By: Michael A. Miller, V.P.
(Authorized Signature and Title)

(Individual)

(Individual)

NOTE AND SECURITY AGREEMENT—BUSINESS PURPOSE

SF5

BORROWER: West Virginia-American Water Company Charleston, WV April 23 1999
ADDRESS: P.O. Box 1906 Borrower is a Corporation
Charleston, WV 25327-1906 Partnership
 Individual
 Other (specify)

For value received, the undersigned (whether one or more, "Borrower") jointly and severally promises to pay to the order of One Valley Bank, National Association ("Bank"), at its banking house in the City of Charleston, West Virginia, or at any of Bank's branches, the principal sum of One Hundred Ten Thousand Two Hundred Sixteen Dollars and no/100
Dollars (\$ 110,216.00) together with interest thereon in the following manner:

PRINCIPAL PAYABLE AS FOLLOWS:

- On demand (The fact that this Note includes Events of Default does not detract from the demand feature of this Note.)
- Due in full _____ days after date.
- Due in full on _____
- Borrower shall have the right to borrow and repay and reoborrow from time to time.

INTEREST PAYABLE AS FOLLOWS:
(Minimum finance charge \$25.00)

- Monthly or quarterly, beginning on see below (date) and continuing on the same day of each period.
- On maturity of principal.
- Other interest monthly beginning on the first day of the month following a draw on Bank's Letter of Credit No. 99017

PRINCIPAL AND INTEREST PAYABLE in _____ installments of \$ _____ each, beginning _____ and continuing on the same day of each consecutive _____ (month or quarter or other) until paid in full (except as hereinafter provided); interest accrues on the unpaid principal balance and each payment, when received will first be applied to accrued interest and the remainder to principal. The actual amount of the final payment will depend upon Bank's payment records and any interest rate fluctuations. Whenever a scheduled installment is not sufficient to pay accrued interest, an amount equal to accrued interest shall be paid. Any permitted partial prepayments will be applied to installments in inverse order of maturity and will not allow Borrower to defer installments as scheduled.

This note requires a balloon payment consisting of all remaining principal and interest to be paid on _____

OTHER PAYMENT PROVISIONS: _____

A prepayment fee will be calculated as follows: _____

Unless the blank in the preceding sentence is completed, this note may be prepaid in whole or in part without penalty.
A late charge of the greater of 5% of the payment due or \$25.00 will be assessed on each payment overdue for more than ten (10) days.

INTEREST TO BE COMPUTED AS FOLLOWS:

- Interest shall be computed based on the actual number of days elapsed on the basis of a 360 day year.
- FIXED RATE: _____ % per annum
 - VARIABLE RATE The interest rate shall fluctuate simultaneously with changes in the below designated index or if specified on the N/A day of each N/A (month or quarter or other) and the interest rate shall be computed at the equivalent of the index. The interest rate will never exceed the maximum rate allowed by law. Borrower's interest rate shall fluctuate without limitations unless a maximum rate of N/A % or a minimum rate of N/A % is hereby indicated.

INDEX:
 The Prime Rate of Bank, which is defined as the annual rate of interest periodically established by Bank as Bank's Prime Rate for the guidance of its officers, whether or not such rate is published.

Other: The highest rate published as the Prime Rate in the Wall Street Journal for the benefit of the financial market.

USE OF LOAN PROCEEDS: The proceeds of the loan evidenced by this note will be used for business purposes exclusively. If this note evidences a line of credit, the proceeds will be used solely for working capital or other _____

COLLATERAL:

- THIS NOTE IS UNSECURED.
- THIS NOTE IS SECURED BY A DEED OF TRUST, dated _____ and executed by _____ to _____ as Trustees.

THIS NOTE IS SECURED BY THE FOLLOWING SECURITY AGREEMENT: Borrower hereby grants to Bank a security interest under The Uniform Commercial Code of West Virginia (the "Code") in the following property to secure the payment of this note (the "Note"), and any and all renewals and extensions of the Note, however changed in form, manner or amount, and to secure all other now outstanding and future direct and indirect indebtedness of Borrower to Bank:

The security interest hereby granted includes all tools, equipment, furniture, proceeds, substitutions, repairs and improvements now on or later added to, parts or replacements made or used with, the above described property, all increases to value including interest, distributions, and dividends upon corporate securities (whether in money, stock or otherwise) and all property or securities at any time coming into Bank's possession, and, if accounts or inventory is described above as collateral, all after-acquired accounts and inventory (all of which is sometimes collectively called the "Collateral").

ADDITIONAL PROVISIONS:

- Borrower, jointly and severally, hereby warrants, represents and agrees as follows:
1. **Ownership of Collateral:** Borrower (or any other party providing Collateral) is the lawful owner of the Collateral, and the Collateral is free from any other lien, security interest or encumbrance or other right, title or interest of any other party. Borrower shall defend the Collateral against all claims and demands adverse to Bank's interest.
 2. **Insurance:** Borrower shall insure the Collateral at all times against fire and other hazards as designated by Bank and maintain full liability coverage in amounts and with an insurer acceptable to Bank. All policies shall name Bank as an additional insured and loss payee or mortgagee, and shall provide for at least 20 days' written notice of cancellation to Bank. Borrower shall promptly provide evidence of such coverage to Bank. Bank shall have the option to apply any proceeds of the insurance toward repair or replacement of Collateral or payment of the Note. Borrower assigns to Bank any monies that may become payable under the insurance. Bank is hereby appointed Borrower's attorney-in-fact to make, adjust and settle claims under such insurance, to endorse any checks or drafts for proceeds or unearned premiums, and upon the occurrence of an Event of Default hereunder, to cancel such insurance. Bank shall have option (but no obligation) to obtain insurance at Borrower's expense if Bank deems insurance inadequate.
 3. **Agreements Respecting Collateral and Real Estate:** Borrower agrees (a) to keep the Collateral in good condition and repair at all times, (b) not to sell, lease or otherwise transfer control of the Collateral without Bank's written consent; (c) not to grant any security interest in Collateral without Bank's written consent; (d) to permit Bank to inspect the Collateral at any time wherever it is located; (e) if Collateral is ever attached to realty, Borrower shall furnish Bank with written waiver or subordination of lien signed by all parties having rights in said realty; (f) to immediately apply for any certificates of title required for the Collateral, record Bank as lienholder and deliver the title to Bank within fourteen days of the date of the Note; (g) that Bank shall have the right to vote all stock pledged as Collateral and to exercise all rights and franchises of the record owner; (h) that Bank shall have the right to demand additional collateral if the market value of the Collateral declines or if Bank deems the Collateral inadequate; (i) to promptly pay all registration and license fees required for the operation of the Collateral, all taxes and assessments against the Collateral and any other costs necessary to maintain the value and collectibility of the Collateral; (j) to deliver to Bank all items of Collateral for which possession by the secured party is required to perfect a security interest; (k) that in the event Borrower should fail to perform any of the agreements herein contained regarding the Collateral, including without limitation Borrower's agreements to insure, pay taxes on or otherwise preserve or protect the Collateral, Bank shall have the right, without any obligation, to perform such agreements, and all amounts so advanced will be payable by Borrower on demand and debtor or obligor thereon to make payments directly to Bank; (m) that Borrower's principal place of business is at the address set forth at the beginning of the Note, and (n) that Borrower will maintain all its real property in compliance with all applicable environmental laws and with the applicable provisions of the Americans with Disabilities Act, and will conduct and allow Bank to conduct such inspections and tests, at Borrower's expense, as Bank may request to determine such compliance.

4. Other Agreements: (a) All notices shall be sufficiently given when deposited in U.S. mail or delivered to a commercial courier service, addressed to Borrower at the address appearing on Bank's records; (b) the Note cannot be amended except by written agreement signed by Bank and Borrower; (c) Borrower waives presentment, demand, notice of dishonor and protest of dishonor; (d) Bank has the right to extend repayment terms or otherwise amend the Note at any time, to add, release or accept substitutions of collateral and individual guarantors, and to release or add parties to the Note without providing notice to any other parties and without releasing any party from liability for payment of the Note; (e) Borrower shall furnish to Bank upon demand such information or such papers, properly executed, and shall do all such acts as may be necessary or appropriate to ascertain compliance with the terms and conditions of the Note; (f) Borrower shall promptly notify Bank in writing of any Event of Default; (g) if any provision of the Note is determined to be invalid and unenforceable, the rest of the Note shall nevertheless remain valid and enforceable; (h) the terms, conditions, warranties, covenants, and agreements contained in the Note shall be binding upon the heirs, distributees, personal representatives, successors and assigns of Borrower, and shall inure to the benefit of the successors and assigns of Bank; (i) the Note and the Collateral may be assigned by Bank and by subsequent assignees, who shall have all the rights, remedies and interests of Bank; (j) Borrower hereby warrants that the signing of the Note does not constitute a violation of the terms of any other note, loan agreement or contract now in effect to which Borrower is a party; (k) if Borrower is incorporated or a partnership, it shall not permit a change in the majority ownership or voting powers of its capital stock or partnership interests without the written consent of Bank, which consent may not be unreasonably withheld, and the Note has been duly authorized by all necessary corporate or partnership action and is a valid and binding obligation of Borrower enforceable in accordance with its terms; (l) Borrower either does not maintain any plan that is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or is in compliance in all material respects with all applicable provisions of ERISA related to the minimum requirements of each such plan; (m) Borrower consents to the personal jurisdiction of and venue in the Circuit Court of Kanawha County, West Virginia, and any Federal Court sitting in the State of West Virginia, for any civil action to enforce the Note and waives any and all right to trial by jury; (n) all of Borrower's covenants and agreements herein, including without limitation those allowing Bank to conduct inspections and tests of Borrower's property are solely for Bank's protection, are not intended to afford rights or protections to Borrower or any other person and may be waived by Bank in its sole discretion; and (o) if required by applicable law, Bank may require an appraisal or reappraisal of any real estate collateral, at the expense of Borrower.

5. Additional Collateral: Any and all deposits or other sums credited by or due from Bank to Borrower from time to time shall constitute additional security for the Note and may be set off against the indebtedness evidenced by the Note at any time.

6. Furnishing Financial Information: During the term of the Note and any extensions or renewals hereof, Borrower shall furnish an annual financial statement prepared in form acceptable to Bank as soon as practicable but no later than 90 days after Borrower's year-end and such interim financial statements and all other information and material as Bank may from time to time request. If an Event of Default (as defined below) shall have occurred and be continuing for which the Bank does not accelerate the indebtedness evidenced by the Note, which consists of the failure of Borrower to provide financial statements and other information as required by the terms of the Note, the interest rate applicable to the Note, for a period beginning three days after written notice of such default is given and ending upon the curing of such default, shall, at Bank's option, be increased by one quarter of one percent (.25%) for the first 30 days of said default and by an additional one quarter of one percent (.25%) during each 30-day period thereafter during which such default continues. Such interest rates shall apply to the entire outstanding principal balance of the Note. Upon the curing of such default, the interest rate on the Note shall revert to the applicable interest rate hereunder, effective as of the date on which said default is cured. Borrower acknowledges that such increased interest rate is intended to compensate Bank for the potentially higher credit risk and increased administrative costs associated with such failure to furnish timely financial information.

7. Events of Default; Acceleration: All indebtedness evidenced by the Note and all other indebtedness of Borrower to Bank, however evidenced, shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events ("Event of Default"): (a) Borrower fails to pay as and when due any installment of principal or interest due on the Note, (regardless of whether a late charge is collected), or on any other indebtedness of Borrower to Bank, or charges due to Bank from Borrower, and such nonpayment shall not have been remedied within ten days after written notice thereof is given; (b) Borrower is in default in the terms of any obligations to other creditors or of any obligations by which Borrower is now or later bound; (c) Borrower defaults in the performance of any of the provisions, covenants, conditions or agreements contained in the Note, and such default shall not have been remedied within ten days after written notice thereof is given; (d) Bank determines, in its sole opinion, that any material misrepresentation or false warranty has been made to Bank by any party hereto, in connection with the Note or to induce Bank to make the loans evidenced by the Note; (e) the death of Borrower, the sale of all or a substantial part of Borrower's business or the dissolution, termination of existence, insolvency or business failure of Borrower as determined in Bank's sole opinion; or appointment of a receiver or trustee of or for Borrower's business or property, or assignment for the benefit of creditors of Borrower; or commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower; (f) any proceeding supplementary to judgment shall be commenced, or final judgment for the payment of money, or attachments against property, shall be rendered against Borrower or the Collateral and not discharged or appealed by Borrower within thirty days of said action; or (g) a "prohibited transaction" or "reportable event" shall occur with respect to any "employee benefit pension plan" (as such terms are defined in the ERISA from time to time maintained by Borrower or any trust created thereunder).

8. Rights and Remedies on Default: Upon the occurrence of any Event of Default, or at any time thereafter: (a) Bank shall have all of the rights and remedies of a secured party under the Code and under the laws of West Virginia, in addition to the rights and remedies provided herein, or in any other instrument executed by Borrower or any guarantor or surety of Borrower; (b) Borrower shall assemble the Collateral and make it available to Bank at a time and place designated by Bank; (c) unless the Collateral is perishable or threatens to decline in value or otherwise become difficult to handle, Bank shall give Borrower ten days' notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made; (d) Borrower shall pay to Bank on demand any and all fees and expenses, including legal expenses and reasonable attorneys' fees incurred or paid by Bank incident to the subject transaction or in protecting or enforcing the obligations of Borrower and all rights of Bank hereunder, including Bank's right to take possession of the Collateral; (e) Bank shall have the right to specify the debt or liability of Borrower to which Bank shall apply the net proceeds of any sale or other disposition of Collateral; and (f) no delay on the part of Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy in the future.

This Note is executed and delivered under the terms and conditions of that certain Application and Agreement for Standby Letter of Credit #99-017 dated April 12, 1999, executed by Borrower as Applicant and delivered to Bank. The terms and conditions of said Application and Agreement for Standby Letter of Credit are by this reference incorporated herein.

Borrower: West Virginia-American Water Company
 By: Michael A. Miller
 Title: Vice President

GUARANTY

The undersigned (whether one or more, "Guarantor") hereby, jointly and severally, unconditionally guarantee and agree to become surety for the payment of the loans evidenced by the above Note and Security Agreement as and when due, including any and all renewals, modifications or extensions of the Note, however changed as to form, manner or amount, including all amounts coming due upon acceleration, and all other charges, fees and amounts payable by Borrower pursuant to the Note and Security Agreement. Bank may proceed on this Guaranty either after or without, or simultaneously with, first enforcing its rights against Borrower or the Collateral or other Guarantors. Only if Bank shall not have completed its good faith efforts to realize on the Collateral, shall Guarantor have rights of subrogation. Guarantor consents to and agrees to remain bound notwithstanding the release of any Borrower or any Collateral, the failure of Bank to perfect its security interest in any Collateral or any waiver of or delay by Bank in enforcing any of its rights or remedies in regard to the Note or the Collateral.

Guarantor hereby agrees that the representations, warranties, and covenants contained in paragraphs 4, 5 and 6 above shall in all respects be applicable to and binding upon Guarantor to the same extent as if Guarantor were named as Borrower. In addition, if any of the Collateral is owned by Guarantor, Guarantor grants Bank a security interest under the Code in and collaterally assigns such Collateral and becomes a party to the Note and Security Agreement and all the representations, warranties and covenants thereof, applicable to such Collateral. Guarantor waives notice of acceptance of this Guaranty.

Guarantor: _____
 By: _____
 Title: _____

HYPOTHECATION AGREEMENT AND COLLATERAL ASSIGNMENT

The undersigned (whether one or more, "Assignor") hereby, jointly and severally, grants Bank a security interest under the Code in and collaterally assigns any and all property owned by Assignor listed as Collateral for the above Note. Assignor hereby joins in and becomes a party to the above Note and Security Agreement for all purposes except that Assignor shall not be liable for the payment of any loans evidenced by the Note.

Assignor: _____
 Assignor: _____

INFORMATION FOR BANK USE		PROCEEDS SHALL BE DISBURSED AS FOLLOWS	
Customer #	<u>90807</u>	Name	<u>WV-American Water Co.</u>
Title #	_____	Borrower's Account #	\$ _____
Note Date	<u>4/23/99</u>	\$	in _____
Officer Approval	<u>55109/JMB</u>	\$	in _____
Amount	<u>110,216.00</u>	Payoff Borrower's Note(s)	\$ _____
Renewal of Note #	_____	Payoff Borrower's Note(s)	\$ _____
Auto chg Acct#	_____	Tied to Line #	<u>L/C 99-017</u>
		Other	_____