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RED SULPHUR PUBLIC SERVICE DISTRICT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE
BONDS, SERIES 2006 A
(UNITED STATES DEPARTMENT OF AGRICULTURE) AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2006 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

DATE OF CLOSING: NOVEMBER 6, 2006

BONDS TRANSCRIPT

STEPTOE & JOHNSON PLLC

John C. Stump, Esquire
707 Virginia Street, East
Chase Tower, Seventh Floor
Charleston, WV 25326
(304)353-8196
john.stump@steptoe-johnson.com

Vincent A. Collins, Esquire
1085 Van Voorhis Road
United Center, Suite 400
Morgantown, WV 26505
(304)598-8161
vincent.collins@steptoe-johnson.com

RED SULPHUR PUBLIC SERVICE DISTRICT

**Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture) and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B
(West Virginia Infrastructure Fund)**

BOND TRANSCRIPT

Closing Date: November 6, 2006

Table of Contents

BASIC DOCUMENTS

1. Bond Resolution
2. Supplemental Resolution
3. Consent of Water Development Authority to Issuance of Parity Bonds
4. Consent of United States Department of Agriculture to Issuance of Parity Bonds
5. United States Department of Agriculture Loan Agreement for Series 2006 A Bonds
6. Infrastructure & Jobs Development Council Loan Agreement for Series 2006 B Bonds
7. Public Service Commission Orders
8. Infrastructure and Jobs Development Council Approval
9. Receipt for Series 2006 A Bonds
10. Cross-Receipt for Series 2006 B Bonds and Bond Proceeds
11. Direction to Authenticate and Deliver Series 2006 B Bonds
12. Specimen Series 2006 A Bond
13. Specimen Series 2006 B Bond
14. Registration Book for Series 2006 A Bonds

OPINIONS OF COUNSEL

15. Approving Opinion on Series 2006 A Bonds of Steptoe & Johnson PLLC, Bond Counsel
16. Approving Opinion on Series 2006 B Bonds of Steptoe & Johnson PLLC, Bond Counsel
17. Opinion of Counsel to Issuer
 - A. on Series 2006 A Bonds
 - B. on Series 2006 B Bonds
18. Title Opinion

CERTIFICATES

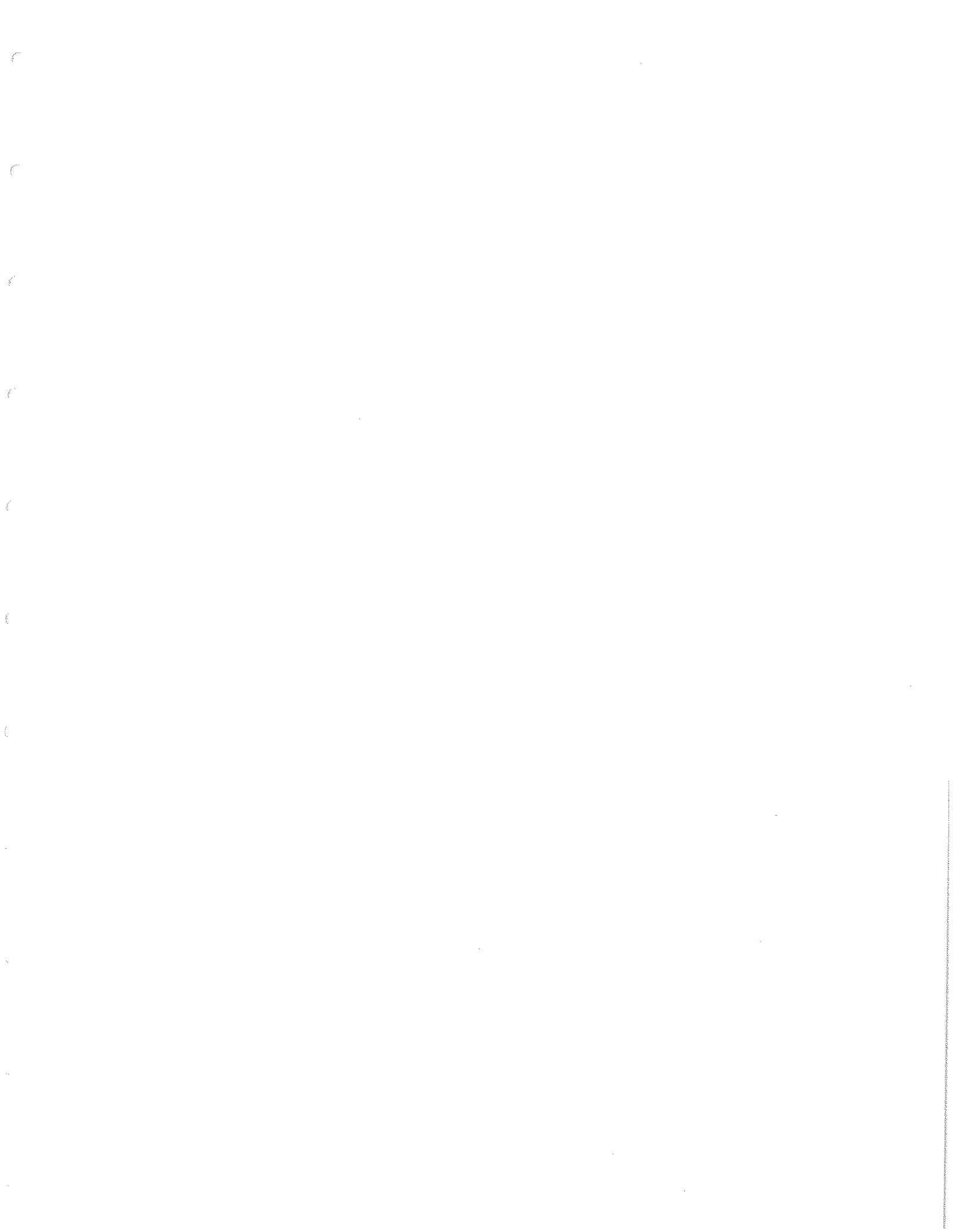
19. Combined Certificate on Series 2006 A Bonds of Issuer and Attorney
20. General Certificate on Series 2006 B Bonds of Issuer and Attorney
21. Certificate of Engineer, with Schedule B Attached
22. Certificate of Certified Public Accountant
23. Certificate as to Use of Proceeds for Series 2006 B Bonds

DOCUMENTS OF THE ISSUER

24. County Commission Orders on Creation, Merger and Expansion of District
25. County Commission Orders of Appointment of Current Board Members
26. Oaths of Office of Current Board Members
27. Rules of Procedure
28. Affidavit of Publication of Notice of Filing
29. Minutes of Current Year Organizational Meeting
30. Minutes on Adoption of Bond Resolution and Supplemental Resolution
31. Municipal Bond Commission New Issue Reports

MISCELLANEOUS DOCUMENTS

32. Acceptance of Appointment as Depository Bank
33. Acceptance of Duties as Registrar of Series 2006 B Bonds
34. Certificate of Registration of Series 2006 B Bonds
35. Registrar's Agreement on Series 2006 B Bonds
36. Bureau for Public Health Permit
37. USDA Rural Utilities Service Letter of Conditions and Closing Instructions
38. Evidence of Small Cities Block Grant
39. United States Department of Agriculture Grant Agreement
40. Evidence of W. Va. Governor's Contingency Fund Grant
41. Infrastructure & Jobs Development Council Grant Agreement
42. Receipt of Depository Bank
43. Evidence of Insurance
44. Prior Bond Resolutions
 - A. 2005 A Bond Resolution
 - B. 2003 A Bond Resolution
 - C. 2002 A Bond Resolution
 - D. 1999 Bond Resolution
 - E. 1992 Bond Resolution
 - F. 1987 A and B Bond Resolution
45. Closing Memorandum



RED SULPHUR PUBLIC SERVICE DISTRICT
WATERWORKS AND SEWERAGE REVENUE BONDS,
SERIES 2006 A
(UNITED STATES DEPARTMENT OF AGRICULTURE),
AND SERIES 2006 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

Table of Contents

ARTICLE I
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

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

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION
OF THE PROJECT

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

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

Section 3.01	Authorization of Bonds
Section 3.02	Terms of Bonds
Section 3.03	Execution of Bonds
Section 3.04	Bond Registrar; Authentication and Registration
Section 3.05	Negotiability, Transfer and Registration
Section 3.06	Bonds Mutilated, Destroyed, Stolen or Lost
Section 3.07	Bonds not to be Indebtedness of the Issuer
Section 3.08	Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds
Section 3.09	Delivery of Bonds

Section 3.10	Form of Bonds FORM OF SERIES 2006 A BOND FORM OF SERIES 2006 B BOND
Section 3.11	Sale of Bonds; Approval and Ratification of Execution of Loan Agreement
Section 3.12	“Amended Schedule B” Filing

**ARTICLE IV
[RESERVED]**

**ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF**

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

**ARTICLE VI
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS**

Section 6.01	Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds
Section 6.02	Disbursements From the Bond Construction Trust Fund

**ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER**

Section 7.01	General Covenants of the Issuer
Section 7.02	Bonds not to be Indebtedness of the Issuer
Section 7.03	Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds
Section 7.04	Rates and Charges
Section 7.05	Sale of the System
Section 7.06	Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances
Section 7.07	Parity Bonds
Section 7.08	Books; Records and Audit
Section 7.09	Rates
Section 7.10	Operating Budget and Monthly Financial Report
Section 7.11	Engineering Services and Operating Personnel
Section 7.12	No Competing Franchise
Section 7.13	Enforcement of Collections
Section 7.14	No Free Services
Section 7.15	Insurance and Construction Bonds
Section 7.16	Connections

Section 7.17	Completion of Project; Permits and Orders
Section 7.18	Compliance with Letter of Conditions, Loan Agreement and Law
Section 7.19	Tax Covenants
Section 7.20	Securities Law Compliance
Section 7.21	Statutory Mortgage Lien
Section 7.22	Contracts; Public Releases

**ARTICLE VIII
INVESTMENT OF FUNDS; USE OF PROCEEDS**

Section 8.01	Investments
Section 8.02	Certificate as to Use of Proceeds; Covenants as to Use of Proceeds

**ARTICLE IX
DEFAULT AND REMEDIES**

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

**ARTICLE X
PAYMENT OF BONDS**

Section 10.01	Payment of Bonds
---------------	------------------

**ARTICLE XI
MISCELLANEOUS**

Section 11.01	Amendment or Modification of Bond Legislation
Section 11.02	Bond Legislation Constitutes Contract
Section 11.03	Severability of Invalid Provisions
Section 11.04	Headings, Etc.
Section 11.05	Conflicting Provisions Repealed; Prior Resolutions
Section 11.06	Covenant of Due Procedure, Etc.
Section 11.07	Effective Date
	SIGNATURES
	CERTIFICATION

RED SULPHUR PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE FACILITIES OF RED SULPHUR PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,026,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN \$473,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF RED SULPHUR 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. Red Sulphur Public Service District (the "Issuer") is a public service district, a public corporation and political subdivision of the State of West Virginia in Monroe County of said State, duly created pursuant to the Act by the County Commission of Monroe County.

B. The Issuer currently owns and operates a public combined waterworks and sewerage system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience, and welfare of the inhabitants of the Issuer that there be acquired, constructed, and maintained certain improvements and extensions to the sewerage portion of the existing combined waterworks and sewerage facilities consisting of a new wastewater collection system to serve approximately 205 new customers in the Linside area of the District, together with all appurtenant facilities within the boundaries of the Issuer to be owned and operated by the Issuer (the "Project"), (the existing public combined waterworks and sewerage facilities of the Issuer, the Project and any further extensions or improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer 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"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the United States Department of Agriculture (the "Purchaser") pursuant to the Act.

D. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all Operating Expenses of the System, the principal of and interest on the Bonds and the Prior Bonds (as hereinafter defined) and payments into all funds and accounts and other payments provided for herein.

E. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds in the total aggregate principal amount of not more than \$1,499,000 in two series, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), in the aggregate principal amount of not more than \$1,026,000 (the "Series 2006 A Bonds"), and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than \$473,000 (the "Series 2006 B Bonds" and, collectively with the Series 2006 A Bonds, the "Series 2006 Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The estimated maximum cost of the acquisition and construction of the Project is

\$6,698,000. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Such 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 2006 Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in any Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 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 2006 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, is 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 2006 A Bonds be sold to the Purchaser (as hereinafter defined in Section 1.04) pursuant to the terms and provisions of the Letter of Conditions (as hereinafter defined) and its Series 2006 B Bonds be sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of a loan agreement (as hereinafter defined) by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (as hereinafter defined as "Council"), in form satisfactory to the Issuer, the Authority and the Council, approved hereby if not previously approved by resolution of the Issuer.

H. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 Bonds as to liens, pledge, source of and security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$4,150,000 (the "Series 2005 A Bonds"), Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000 (the "Series 2003 A Bonds"), Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500 (the "Series 2002 A Bonds"), the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States

Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500 (the "Series 1999 Bonds"), Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (United States Department of Agriculture), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser (the "Series 1992 Bonds"), the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority (the "Series 1987 A Bonds"), (collectively, the Series 2005 A Bonds, the Series 2003 A Bonds, the Series 2002 A Bonds, the Series 1999 Bonds, the Series 1992 Bonds and the Series 1987 A Bonds are referred to as the "First Lien Bonds").

There is outstanding an obligation of the Issuer which will rank junior and subordinate to the Series 2006 Bonds as to liens, pledge and source of security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173, and held by West Virginia Water Development Authority (the "Series 1987 B Bonds" or the "Subordinate Bonds"). The First Lien Bonds and the Subordinate Bonds are sometimes hereinafter collectively referred to as the "Prior Bonds."

Other than the Prior Bonds, there are no outstanding bonds or obligations which will rank prior to, on a parity with or junior to the Series 2006 A Bonds as to liens, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

Prior to the issuance of the Series 2006 Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests for the Prior Bonds are met; (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2006 Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holders of the Subordinate Bonds to the issuance of the Series 2006 Bonds on a senior and prior basis to the Subordinate Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

I. The Issuer has complied with all requirements of West Virginia law, the Letter of Conditions and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System, including, without limitation, the imposition of rates and charges and the issuance of the Series 2006 Bonds, or will have so complied prior to issuance of any thereof, including, the

approval of the Project and the financing thereof by the Council and the obtaining of a certificate of convenience and necessity approving the Project and 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 2006 Bonds or such final order will not be subject to appeal or rehearing.

J. The Project has been approved 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 2006 Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2006 B Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

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

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

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

“Bonds” means, collectively, the Series 2006 A Bonds, the Series 2006 B 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 2006 Bonds for all or a portion of the proceeds of the Series 2006 A Bonds from the Purchaser and for all or a portion of the proceeds of the Series 2006 B Bonds from the Authority and the Council.

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

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

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

“Costs” or “Costs of the Project” means those costs described in Section 1.02E 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 other agency, board or department 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.

“Facilities” or “waterworks and sewerage facilities” means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefore, hereafter at any time constructed or acquired.

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

“First Lien Bonds” means, collectively, Series 1987 A Bonds, Series 1992 Bonds, Series 1999 Bonds, Series 2002 Bonds, the Series 2003 A Bonds and the Series 2005 A Bonds.

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

“Governing Body” 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, collectively, all grant monies received by the Issuer for the Project.

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

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

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

“Investment Property” means

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means Red Sulphur Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia, in Monroe County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated July 16, 2002, providing for the purchase of the Series 2006 A Bonds from the Issuer by the Purchaser, and any and all amendments thereto.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2006 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Net Proceeds" means the face amount of the respective Series 2006 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in any Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

“Nonpurpose Investment” means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

“Operating Expenses” means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the forgoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principals and retention of a sum not to exceed 1/6th of the budgeted Operating Expenses stated above for the current year a working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital; provided that all monthly amortization payments upon the Bonds and the Prior Bonds and into the Reserve Accounts, the Renewal and Replacement Fund and the other funds and accounts established by Article V hereof have been made to the last monthly payment date prior to the date of such retention.

“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 Bonds canceled by the Bond Registrar or Registrar for the Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond or Prior Bonds 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 or holders of the 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 such other entity or authority as may be designated as a Paying Agent for the Series 2006 B Bonds by the Issuer in the Supplemental Resolution.

“Prior Bonds” means collectively, the First Lien Bonds and the Subordinate Bonds, as more particularly described in Section 1.02(H) hereof.

“Prior Resolutions” means, the resolutions of the Issuer, as supplemented, authorizing the Prior Bonds.

“Private Business Use” means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

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

“Purchaser” or “Government” means the United States Department of Agriculture and any successor thereof acting for and on behalf of the United States of America, which is expected to be the original purchaser and Registered Owner of the Series 2006 A Bonds.

“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

“Series 1987 B Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173.

“Series 1992 Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (United States Department of Agriculture), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000.

“Series 1999 Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500.

“Series 2002 A Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500.

“Series 2003 A Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000.

“Series 2005 A Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$2,687,190.

“Series 2006 Bonds” means, collectively, the Series 2006 A Bonds and the Series 2006 B Bonds.

“Series 2006 Bonds Construction Trust Fund” means the Series 2006 Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2006 A Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), of the Issuer, authorized by this Resolution.

“Series 2006 A Bonds Reserve Account” means the Series 2006 A Bonds Reserve Account established by Section 5.02 hereof.

“Series 2006 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 A Bonds in the then current or any succeeding year.

“Series 2006 B Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), of the Issuer authorized by this Resolution.

“Series 2006 B Bonds Reserve Account” means the Series 2006 B Bonds Reserve Account established by Section 5.02 hereof.

“Series 2006 B Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 B Bonds in the then current or any succeeding year.

“Series 2006 B Bonds Sinking Fund” means the Series 2006 B Bonds Sinking Fund established by Section 5.02 hereof.

“State” means the State of West Virginia.

“Subordinate Bonds” means the Issuer’s Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution and, when preceded by the article “the,” refers specifically to the supplemental resolution authorizing the sale of the Series 2006 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2006 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, without limitation, the Sinking Funds, the Reserve Accounts and the Renewal and Replacement Fund.

“System” means the complete existing waterworks and sewerage system of the Issuer and all waterworks and sewerage 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 and sewerage system; and shall include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks and sewerage system from any sources whatsoever, both within and without the Issuer.

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

“West Virginia Infrastructure Fund” or “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; 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 not to exceed \$6,698,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Purchaser, the Authority and the Council.

The estimated maximum cost of the acquisition and construction of the Project is \$6,698,000 comprised of the following loans and grants: the proceeds of sale of the Series 2006 A Bonds in the amount of \$1,026,000; the proceeds of sale of the Series 2006 B Bonds in the amount of \$473,000; a grant of \$1,974,000 from the Purchaser; a grant of \$1,225,000 from the Council; a grant of \$1,000,000 from the West Virginia Governor's Contingency Fund; a \$500,000 Small Cities Block Grant; and an additional \$500,000 Small Cities Block Grant.

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 2006 Bonds, if any, funding reserve accounts for the Series 2006 Bonds, 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 2006 A Bonds and the Series 2006 B Bonds of the Issuer. The Series 2006 A Bonds shall be issued as a single bond, designated "Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture)," in the principal amount of not more than \$1,026,000 and the Series 2006 B Bonds shall be issued as a single bond, designated "Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund)," in the principal amount of not more than \$473,000, and each shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2006 Bonds, if any, shall be deposited in or credited to the Series 2006 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.

A. The Series 2006 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 monthly 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 the Supplemental Resolution or as specifically provided in the Series 2006 A Bond.

B. The Series 2006 B Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in the Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2006 B Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2006 B 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 2006 A Bonds shall initially be issued in the form of a single bond, fully registered to the Purchaser, with a record of advances attached, representing the aggregate principal amount of the Series 2006 A Bonds. The Series 2006 B 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 2006 B Bonds, all as provided in the Supplemental Resolution. The Series 2006 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 neither the Purchaser nor the Authority shall be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2006 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 2006 Bonds shall cease to be such officer of the Issuer before the Series 2006 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 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. Bond Registrar; Authentication and Registration.

A. The Issuer shall be the Bond Registrar with respect to the Series 2006 A Bonds and will keep or cause to be kept at its office by its agent, sufficient books for the registration and transfer of the Series 2006 A Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2006 A Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2006 A Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2006 A Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a

trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust, and/or such other identifying number and information as may be required by law. The Series 2006 A Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2006 A Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

B. The Bond Registrar with respect to the Series 2006 B Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2006 B Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Series 2006 B Bonds shall be conclusive evidence that such Series 2006 B Bonds has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2006 B Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2006 B Bonds issued hereunder. The provisions of this Section 3.04 relating to authentication shall not apply to the Series 2006 A Bonds, notwithstanding anything herein to the contrary.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2006 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 2006 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 2006 Bonds remain outstanding, the Bond Registrar for the Series 2006 Bonds shall keep and maintain books for the registration and transfer of such Bonds.

The registered Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly

authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Bonds or transferring the registered Bonds are exercised, all 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 2006 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 2006 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 2006 Bonds shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Series 2006 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 all Series 2006 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on Net

Revenues in favor of the holders of the First Lien Bonds and senior and prior to the Subordinate Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2006 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.

A. With respect to the Series 2006 A Bonds, the Chairman is hereby authorized and directed to cause such Bonds, hereby awarded to the Purchaser pursuant to the Letter of Conditions, to be delivered to the Purchaser on the date of delivery.

B. The Issuer shall execute and deliver the Series 2006 B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2006 B Bonds to the original purchasers upon receipt of the documents set forth below:

- (1) If other than the Authority, a list of the names in which the Series 2006 B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- (2) A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2006 B Bonds to the original purchasers;
- (3) An executed and certified copy of the Bond Legislation;
- (4) An executed copy of the Loan Agreement; and
- (5) The unqualified approving opinion of bond counsel on the Series 2006 B Bonds.

Section 3.10. Form of Bonds. The text of the Series 2006 A Bonds and the Series 2006 B Bonds shall be in substantially the following respective forms, 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 2006 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RED SULPHUR PUBLIC SERVICE DISTRICT
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BOND, SERIES 2006 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. AR-1

Date: _____, 2006

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (the "Borrower") promises to pay to the order of the UNITED STATES OF AMERICA (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of _____ DOLLARS (_____), plus interest on the unpaid principal balance at the rate of _____ % per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$ _____, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this

Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of acquisition and construction of improvements and extensions to the existing public waterworks and sewerage system (the "System") of the Borrower, is payable solely from the net revenues to be derived from the operation of the System in the manner provided in the hereinafter defined Resolution. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of

Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted on _____, 2006, and a Supplemental Resolution of the Borrower duly adopted on _____, 2006, authorizing issuance of this Bond (collectively, the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act of 1965. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S

- (1) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 11, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,150,000;
- (2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 21, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,800,000;
- (3) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 11, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,538,500;

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 \$ _____

(FORM OF SERIES 2006 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RED SULPHUR PUBLIC SERVICE DISTRICT
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BOND, SERIES 2006 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1

\$ _____,

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of _____, 2006, RED SULPHUR PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia in Monroe County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum _____ 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 "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public

waterworks and sewerage system of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S

- (1) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 11, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,150,000;
- (2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 21, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,800,000;
- (3) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 11, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,538,500;
- (4) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 20, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$156,500;
- (5) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1992 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 14, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,979,000;
- (6) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$738,647; (COLLECTIVELY, THE "FIRST LIEN BONDS") AND
- (7) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED NOVEMBER 6, 2006, ISSUED

CONCURRENTLY HERewith IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,026,000.

THIS BOND IS SENIOR AND PRIOR WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$181,173 (THE "SUBORDINATE BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2006 A Bonds and the First Lien Bonds, and senior and prior to the Subordinate Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2006 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2006 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 A Bonds and the First Lien Bonds held by the Rural Utilities Service (the "RUS Bonds") are outstanding, and thereafter, 115% of such amount; provided that, when the Series 2006 A Bonds and the RUS Bonds are no longer outstanding and so long as there exists in the Series 2006 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

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

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 2____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement.

A. The Series 2006 A Bonds shall be sold to the Purchaser, pursuant to the terms and conditions of the Letter of Conditions. The Letter of Conditions, including all attachments, are hereby approved and incorporated into this Bond Legislation.

B. The Series 2006 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

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

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION
THEREOF

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

- (1) Revenue Fund (established by the Prior Resolutions);
- (2) Renewal and Replacement Fund (established by the Prior Resolutions as the Depreciation Reserve); and
- (3) Series 2006 Bonds Construction Trust Fund.

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

- (1) Series 2006 A Bonds Reserve Account;
- (2) Series 2006 B Bonds Sinking Fund; and
- (3) Series 2006 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds.

A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner 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 the Operating Expenses of the System.

(2) The Issuer shall next, each month, on or before the due date thereof, transfer from the Revenue Fund and remit (i) to the National Finance Office the amounts required by the Prior Resolutions to pay the interest on the RUS Bonds and the amounts required to pay interest on the Series 2006 A Bonds; and (ii) on the first day of each month to the Commission, for deposit in the Series 1987 A Bonds Sinking Fund, the amounts required by the Prior Resolutions to pay interest on the Series 1987 A Bonds.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and (i) on or before the due date thereof, remit to the National Finance Office the amounts required by the Prior Resolutions to pay the principal of the RUS Bonds; (ii) on or before the due date thereof, remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2006 A Bonds, the amount required to amortize the principal of the Series 2006 A Bonds over the life of the bond issue; (iii) on the first day of each month to the Commission for deposit in the respective sinking funds, the amounts required by the Prior Resolutions to pay the principal of the Series 1987 A Bonds and the Series 2005 A Bonds; and (iv) on the first day of each month, remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2006 B Bonds, for deposit in the Series 2006 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Commission or Depository Bank, as applicable, the amounts required by the Prior Resolutions to be deposited in the Reserve Funds for the First Lien Bonds; (ii) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2006 A Bonds Reserve Account equals the Series 2006 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 A Bonds Reserve Account when there

shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2006 A Bonds Reserve Requirement; and (iii) remit to the Commission, commencing 3 months after the completion of construction of the Project, as certified by the Consulting Engineers, if not fully funded upon issuance of the Series 2006 B Bonds, for deposit in the Series 2006 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 B Bonds Reserve Requirement, until the amount in the Series 2006 B Bonds Reserve Account equals the Series 2006 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2006 B Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided that, any deficiencies in any Reserve Accounts (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, the Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Sinking Fund, the amounts required by Prior Resolutions for the payment of principal and interest on the Series 1987 B Bonds.

(7) The Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Reserve Account, the amount required by the Resolutions to be deposited therein.

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

Monies in the Series 2006 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2006 A Bonds as the same shall come due, when other monies are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2006 A Bonds Reserve Account shall be sufficient to prepay the Series 2006 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay, at the earliest practical date and in accordance with applicable provisions hereof, the Series 2006 A Bonds, together with accrued interest thereon to such prepayment date.

Monies in the Series 2006 B Bonds Sinking Fund shall be used only for the purpose of paying principal of and interest, if any, on the Series 2006 B Bonds as the same shall become due. Monies in the Series 2006 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2006 B Bonds as the same shall come due, when other monies in the Series 2006 B Bonds Sinking Fund are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2006 B Bonds Reserve Account shall be sufficient to prepay the Series 2006 B Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay, at the earliest practical date and in accordance with applicable provisions hereof, the Series 2006 B Bonds and accrued interest, if any, thereon to such prepayment date.

All investment earnings on monies in the Series 2006 A Bonds Reserve Account (if fully funded), the Series 2006 B Bonds Sinking Fund and the Series 2006 B Bonds Reserve Account (if fully funded) 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 2006 Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2006 A Bonds and the Series 2006 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2006 A Bonds Reserve Account or the Series 2006 B Bonds Reserve Account which result in a reduction in the balance of such accounts to below the Series 2006 A Bonds Reserve Requirement or the Series 2006 B Bonds Reserve Requirement, respectively, shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments into the respective sinking

funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2006 A Bonds Reserve Account or the Series 2006 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the respective Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2006 A Bonds, the Series 2006 B Bonds and the First Lien Bonds in accordance with the respective principal amounts then Outstanding.

The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser, the Council and the Authority.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Sinking Fund and the Series 2006 B Bonds Reserve Account created hereunder, and all amounts required for such funds shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Purchaser, the Authority or the Council at any time, the Issuer shall make the necessary arrangements whereby required payments into the said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Sinking Fund and the Series 2006 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Sinking Fund and the Series 2006 B Bonds Reserve Account, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 A Bonds and the Series 2006 B Bonds, respectively, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) remit to the Commission the required principal, interest and reserve account payments 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, and submit a copy of said form, together with a copy of its payment check to the Authority by the 5th day of such calendar month.

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

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

F. The monies in excess of the maximum amounts insured by FDIC in any fund or account 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 or the Depository Bank shall clearly identify the fund or account into which each amount is to be deposited.

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

J. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2006 Bonds Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2006 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2006 A Bonds, there shall be deposited with the Commission in the Series 2006 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2006 A Bonds Reserve Account.

B. From the proceeds of the Series 2006 B Bonds, there shall be deposited with the Commission in the Series 2006 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 B Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 2006 A Bonds.

D. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 2006 B Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2006 A Bonds shall be expended as directed by the Purchaser and any remaining proceeds of the Series 2006 B Bonds shall be expended as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

A. The proceeds of the Series 2006 A Bonds in the Series 2006 Bonds Construction Trust Fund shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

B. 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 from the Series 2006 B Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of proceeds of the Series 2006 B Bonds from the Series 2006 Bonds Construction Trust Fund shall be made only after submission to the Council of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

- (i) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
- (ii) 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;
- (iii) Each of such costs has been otherwise properly incurred; and
- (iv) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2006 B Bonds within 3 years of the date of the issuance of the Council's Bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2006 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 2006 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 2006 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 2006 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2006 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all the Series 2006 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the holders of the First Lien Bonds, and senior and prior to the Subordinate Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2006 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. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the sewerage portion of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Final Order

of the Public Service Commission of West Virginia, entered on February 2, 2006, Case No. 05-1007-PSD-CN, which Final Order is incorporated herein by reference as a part hereof. The initial schedule of rates and charges for the waterworks portion of the System is set forth in the Final Order of the Public Service Commission of West Virginia, entered on August 9, 2005 in Case No. 05-0030-PWD-19A, and such rates are hereby adopted, which rates are incorporated herein by reference as a part hereof.

So long as the Prior Bonds and the Series 2006 Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2006 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the provisions governing the sale of the System, or any part thereof, shall be as set forth and described in the Prior Resolutions; and the System may not be sold, mortgaged, leased or otherwise disposed of unless the Issuer has obtained the written consent of the Purchaser, the Authority and the Council, as applicable bondholders. Further, so long as the Series 2006 Bonds are outstanding and except as otherwise required by law, and with the written consent of the Purchaser, 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 2006 A, immediately be remitted to the National Finance Office, and with respect to the Series 2006 B Bonds, immediately be remitted to the Commission for deposit in the Series 2006 B Bonds Sinking Fund, and, with the written consent of the Purchaser, the Authority and the Council, the Issuer shall direct the National Finance Office and the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2006 Bonds. Any balance remaining after the payment of all the Series 2006 Bonds and interest, if any, thereon shall be remitted to the Issuer unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.06 and 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 Bonds. All obligations issued by the Issuer after the issuance of the Bonds and

payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the 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 Bonds, and the interest thereon, if any, upon any of the income and revenues of the System pledged for payment of the Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Purchaser, 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. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority, the Council and the Purchaser and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2006 Bonds.

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

So long as the RUS Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in

which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

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

The foregoing limitation may be waived or modified by the written consent of the Holders of the RUS Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the RUS Bonds are no longer outstanding, the following parity requirement shall be met:

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

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

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

which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

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

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2006 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 2006 Bonds.

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Purchaser, 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 Purchaser, 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 Purchaser, the Authority and the Council or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

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

The Issuer shall file with the Purchaser, the Council and the Authority, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of the 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 and Prior 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 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 2006 Bonds and shall submit said report to the Purchaser, the Authority and the Council, or any other original purchaser of the Series 2006 Bonds. Such audit report submitted to the Purchaser, the Authority and the Council shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the Purchaser, 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 and commencement of operation of the Project, the Issuer shall also provide the Purchaser, 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, the Council and the Purchaser with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2006 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 120% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2006 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2006 Bonds, including the Prior Bonds, so long as the Series 2006 A Bonds and the First Lien Bonds held by the Rural Utilities Service (the "RUS Bonds") are outstanding, and thereafter, 115% of such amount; provided that, when the Series 2006 A Bonds and the RUS Bonds are no longer outstanding and so long as there exists in the Series 2006 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2006 B Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Series 2006 B Bonds, including the Prior Bonds, an amount at least equal to the requirement therefore, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2006 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity or junior to the Series 2006 B Bonds, including the Prior Bonds, which are not RUS Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services described in Section 7.04 hereof.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding

Fiscal Year and shall submit a copy of such budget to the Purchaser, 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 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 within 30 days of adoption to the Purchaser, the Authority and the Council, 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 the Purchaser, the Council, the Authority and any Holder of any Bonds or anyone acting for and on behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 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, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

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

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Purchaser, the Authority and the Council covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the

plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Purchaser, 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 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the sewerage 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 sewerage facilities are not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a

similar termination agreement with the provider of such sewerage service, 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 shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds.

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

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

the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Purchaser, 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 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 unless an increased amount is requested by the Purchaser from time to time.

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

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

Section 7.16. Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

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

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

Section 7.18. Compliance with Letter of Conditions, Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Letter of Conditions, the Loan Agreement, the Act and this Bond Legislation. The Issuer shall also comply with all applicable laws, rules and regulations issued by the Purchaser, the Authority and the Council, or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System. The Issuer shall provide the Council with copies of all documents submitted to the Purchaser and the Authority.

Section 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2006 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not

to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2006 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2006 Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2006 Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2006 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. To the extent legally required, the Issuer will timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2006 Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2006 Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

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

Section 7.21. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 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 2006 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the First Lien Bonds and senior to the Subordinate Bonds.

Section 7.22. Contracts; Public Releases.

A. The Issuer shall, simultaneously with the delivery of the Series 2006 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 Purchaser and the Council for written approval. The Issuer shall obtain the written approval of the Purchaser and the Council before expending any proceeds of the Series 2006 Bonds held in "contingency" as set forth in the schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Purchaser and the Council before expending any proceeds of the Series 2006 Bonds made available due to bid or construction or project underruns.

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

ARTICLE VIII

INVESTMENT OF FUNDS; USE OF PROCEEDS

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

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

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other

similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2006 Bonds as a condition to issuance of the Series 2006 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2006 Bonds as may be necessary in order to maintain the status of the Series 2006 Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2006 Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2006 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2006 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2006 Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any series of the Series 2006 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 2006 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2006 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; or
- (4) If default occurs with respect to the First Lien Bonds or the Prior Resolutions.

Notwithstanding anything herein to the contrary, if default occurs in the due and punctual payment of the principal of or interest on any series of the Series 2006 Bonds or the First Lien Bonds, it shall constitute an “Event of Default” with respect to the other series of the Series 2006 Bonds.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and

collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2006 A Bonds and the Series 2006 B Bonds shall be on a parity with each other and the First Lien Bonds.

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

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

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

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

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2006 Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2006 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied; except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2006 Bonds from gross income for federal income tax purposes.

Except through such direct payment to the Holder of the Series 2006 A Bonds, the Issuer may not defease the Series 2006 A Bonds or otherwise provide for payment thereof by escrow or like manner.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 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 2006 Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2006 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein 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 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2006 Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2006 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 2006 Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Resolutions.

All orders or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; provided that, this Section shall not be applicable to the Loan Agreement or the Loan Resolution (Form FmHA 442-47); and provided that in the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds or any portion thereof are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, 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 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 2nd day of November, 2006.

RED SULPHUR PUBLIC SERVICE DISTRICT

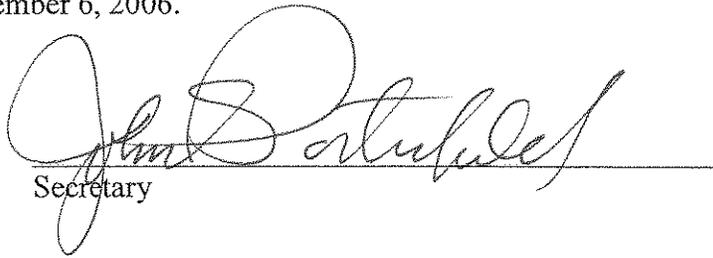
By: *Dennis Libal*
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of RED SULPHUR PUBLIC SERVICE DISTRICT on November 2, 2006.

Dated: November 6, 2006.

[SEAL]



Secretary

10.20.06
742910/00004

RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A,
(United States Department of Agriculture), and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B,
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF RED SULPHUR PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2006 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2006 A BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2006 B BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Red Sulphur Public Service District (the "Issuer") has duly and officially adopted a bond resolution on November 2, 2006 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE FACILITIES OF RED SULPHUR PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST,

NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,026,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN \$473,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture) and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2006 A Bonds and the "Series 2006 B Bonds"), in the respective aggregate principal amounts not to exceed \$1,026,000 and \$473,000, and has authorized the execution and delivery of the loan agreement relating to the Series 2006 B Bonds, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (the "Loan Agreement"), 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 amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

WHEREAS, the Series 2006 A Bonds are proposed to be purchased by the United States Department of Agriculture, acting for and on behalf of the United States of America (the "Purchaser") pursuant to a Letter of Conditions, and all amendments, and the Series 2006 B Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RED SULPHUR PUBLIC SERVICE DISTRICT:

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

A. Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$1,026,000. The Series 2006 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.375% per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2006 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$4,628 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2006 A Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2006 A Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2006 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

B. Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of \$473,000. The Series 2006 B Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2046, and shall bear no interest. The principal of the Series 2006 B Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2027, and maturing September 1, 2046, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2006 B

Bonds. The Series 2006 B Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2006 B Bonds.

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

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the Council and the Authority. The Issuer does hereby authorize, approve and accept the Letter of Conditions, and all amendments thereto, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed and approved. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2006 A Bonds and the Series 2006 B Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2006 B Bonds under the Bond Resolution and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2006 B Bonds under the Bond Resolution.

Section 6. The Issuer does hereby appoint and designate First Community Bank, Peterstown, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. All proceeds of the Series 2006 A Bonds shall be deposited in or credited to the Series 2006 Bonds Construction Trust Fund as received from the Purchaser from time to time for payment of costs of the Project, including, without limitation, capitalized interest and costs of issuance of the Series 2006 A.

Section 8. Series 2006 B Bonds proceeds in the amount of -0- shall be deposited in the Series 2006 B Bonds Sinking Fund, as capitalized interest.

Section 9. Series 2006 B Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2006 B Bonds Reserve Account.

Section 10. The balance of the proceeds of the Series 2006 B Bonds shall be deposited in or credited to the Series 2006 Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 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 to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Series 2006 A and Series 2006 B Bonds may be delivered on or about November 6, 2006, to the Purchaser pursuant to the Letter of Conditions, and the Series 2006 B Bonds may be delivered on or about November 6, 2006, to the Authority pursuant to the Loan Agreement.

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 monies in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, subject to any limitation of the Purchaser with respect of the proceeds of the Bonds, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts, until further directed in writing by the Issuer. Monies in the Series 2006 A Bonds Reserve Account, the Series 2006 B Bonds Sinking Fund and the Series 2006 B Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 2nd day of November, 2006.

RED SULPHUR PUBLIC SERVICE DISTRICT

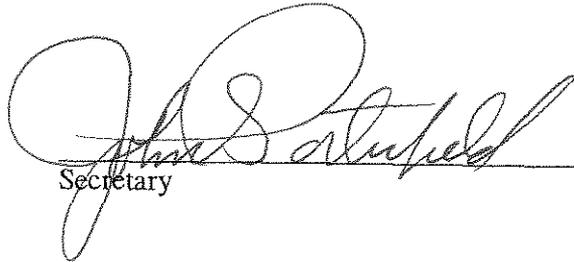
By: *Winnis' Siloll*
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by RED
SULPHUR PUBLIC SERVICE DISTRICT on the 2nd day of November, 2006.

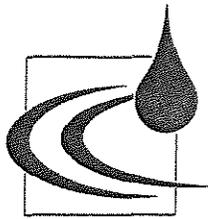
Dated: November 6, 2006.

[SEAL]



Secretary

10.24.06
742910.00004



WEST VIRGINIA

Water Development Authority

Celebrating 32 Years of Service 1974 - 2006

November 6, 2006

RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture)
and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Jeffrey S. Feamster, CPA, independent certified public accountant, and an opinion of Steptoe & Johnson PLLC, stating that the coverage and parity tests have been met (copies attached), the undersigned duly authorized representative of the West Virginia Water Development Authority (the "Authority"), the registered owner of the Series 1987 A Bonds, Series 1987 B Bonds and the Series 2005 A Bonds, hereinafter defined and described, hereby consents to the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture) (the "Series 2006 A Bonds"), in the original aggregate principal amount of \$1,026,000, and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund) (the "Series 2006 B Bonds"), in the original aggregate principal amount of \$473,000, by Red Sulphur Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2006 A Bonds and the Series 2006 B Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (the "Series 1987 A Bonds") and Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund) (the "Series 2005 A Bonds"), and senior and prior as to liens, pledge and source of and security for payment to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (the "Series 1987 B Bonds") currently held by the Authority.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Authorized Representative

180 Association Drive, Charleston, WV 25311-1217
phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org



**United States Department of Agriculture
Rural Development
West Virginia State Office**

November 6, 2006

**Red Sulphur Public Service District
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture)**

CONSENT TO ISSUANCE OF PARITY BONDS

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), in the original aggregate principal amount of 1,026,000 and the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), in the original aggregate principal amount of \$473,000 (collectively, the "Bonds"), by Red Sulphur Public Service District (the "Issuer"), under the terms of the bond resolution authorizing the issuance of the Bonds (the "Resolution"), on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding (a) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000; (b) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500; (c) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500; and (d) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000 (collectively, the "Prior Bonds"); (ii) waives any requirements imposed by the Prior Bonds or the resolutions authorizing the Prior Bonds (the "Prior Resolutions"), regarding the issuance of parity bonds which are not met by the Bonds or the Resolution; and (iii) consents to any amendments made to the Prior Resolutions by the Resolution specifically including, but not limited to, the amendment of the Prior Resolutions to provide that the Issuer is required to contribute 2 1/2 percent of Gross Revenues monthly to the Renewal and Replacement Fund.

A handwritten signature in black ink, appearing to read "Robert M. Steptoe III". The signature is written in a cursive style and is positioned above a horizontal line.

ROBERT M. STEPTOE III
State Director

Federal Building • 75 High Street • Suite 320 • Morgantown, WV 26705-7500
Phone: (304) 284-4860 OR 1-800-295-8228 • Fax: (304) 284-4893 • TDD: (304) 284-4836
Web: <http://www.rurdev.usda.gov/wv>

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Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202) 720-6382 (TDD).

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of Directors

OF Red Sulphur Public Service District

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Lindside Sewer

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Red Sulphur Public Service District
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

ONE MILLION TWENTY-SIX THOUSAND AND XX / 100 DOLLARS

pursuant to the provisions of Chapter 16, Article 13A, West Virginia Code ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 1,974,000.00

under the terms offered by the Government; that Chairman

and Secretary of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

Yeas 2 Nays 0 Absent 1

IN WITNESS WHEREOF, the Board of Directors of the

Red Sulphur Public Service District has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 16th day of July, 2002

Red Sulphur Public Service District

By Dennis Sibold
Paul Ball Dennis Sibold
Acting
Title Chairman

(SEAL)

Attest: Robert M. Williams, Sr.
ROBERT M. WILLIAMS, SR.

Title Secretary

CERTIFICATION TO BE EXECUTED AT LOAN

I, the undersigned, as Secretary of the Red Sulphur Public Service District

hereby certify that the Board of Directors of such Association is composed of

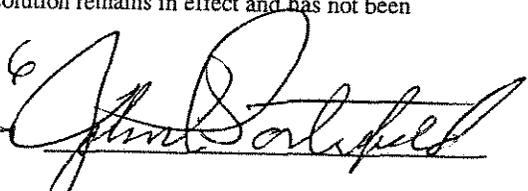
3 members, of whom 2 constituting a quorum, were present at a meeting thereof duly called and

held on the 16th day of July, 2002; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of November 6, 2006

the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 6th day of November, 2006



Title Secretary

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").

RED SULPHUR PUBLIC SERVICE DISTRICT

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

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

as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

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

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

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

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

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

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as

possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount

equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

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

(b) Covenants substantially as follows:

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

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

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

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds

outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

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

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

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

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

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

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

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

revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

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

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

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

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

Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

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

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

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

RED SULPHUR PUBLIC SERVICE DISTRICT

(SEAL)

By: *Dennis Lillie*

Its: Chairman

Date: November 6, 2006

Attest:

Its: Secretary

John S. Stapp

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: *Daniel B. Gorkash*

Its: Director

Date: November 6, 2006

Attest:

Barbara B Meadows

Its: Secretary-Treasurer

{C1135161.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least ___ years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and my firm¹ has ascertained that all _____

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 _____,

successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the [DEP/BPH/PSC] and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof, ²the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project set forth in the Schedule B attached hereto and approved by the Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

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

[SEAL]

By: _____
West Virginia License No. _____

Esq.] and delete "my firm has ascertained that".

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
300 Summers Street, Suite 980
Charleston, West Virginia 25301

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

Ladies and Gentlemen:

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

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

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

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

to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

 Name of Person Completing Form

 Address

 Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 You will need a copy of the current fiscal year budget adopted by the Governmental Agency to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.

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

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

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

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

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

Witness my signature this ___ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds \$473,000
Purchase Price of Local Bonds \$473,000

The Local Bonds shall bear no interest. Commencing June 1, 2027, principal on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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

- (1) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original principal amount of \$4,150;
- (2) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original principal amount of \$1,800,000;
- (3) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States

Department of Agriculture), dated July 11, 2002, issued in the original principal amount of \$1,538,500;

- (4) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original principal amount of \$156,500;
- (5) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, (United States Department of Agriculture), dated July 14, 1992, issued in the original principal amount of \$1,979,000, and held by the Purchaser;
- (6) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, (West Virginia Water Development Authority), dated November 16, 1987, issued in the original principal amount of \$738,647, and held by the West Virginia Water Development Authority; and
- (7) Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated November 6, 2006, issued concurrently with the Local Bonds in the original principal amount of \$1,026,000.

The Local Bond is senior and prior with respect to liens, pledge and source of and security for payment, and in all respects with the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, (West Virginia Water Development Authority), dated November 16, 1987, issued in the original principal amount of \$181,173.

SCHEDULE Y

\$473,000

Red Sulphur Public Service District

0% Interest Rate, 40 Years from Closing Date

Closing Date: November 6, 2006

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Total P+I
06/01/2027	6,065.00	-	6,065.00
09/01/2027	6,065.00	-	6,065.00
12/01/2027	6,065.00	-	6,065.00
03/01/2028	6,065.00	-	6,065.00
06/01/2028	6,065.00	-	6,065.00
09/01/2028	6,065.00	-	6,065.00
12/01/2028	6,065.00	-	6,065.00
03/01/2029	6,065.00	-	6,065.00
06/01/2029	6,064.00	-	6,064.00
09/01/2029	6,064.00	-	6,064.00
12/01/2029	6,064.00	-	6,064.00
03/01/2030	6,064.00	-	6,064.00
06/01/2030	6,064.00	-	6,064.00
09/01/2030	6,064.00	-	6,064.00
12/01/2030	6,064.00	-	6,064.00
03/01/2031	6,064.00	-	6,064.00
06/01/2031	6,064.00	-	6,064.00
09/01/2031	6,064.00	-	6,064.00
12/01/2031	6,064.00	-	6,064.00
03/01/2032	6,064.00	-	6,064.00
06/01/2032	6,064.00	-	6,064.00
09/01/2032	6,064.00	-	6,064.00
12/01/2032	6,064.00	-	6,064.00
03/01/2033	6,064.00	-	6,064.00
06/01/2033	6,064.00	-	6,064.00
09/01/2033	6,064.00	-	6,064.00
12/01/2033	6,064.00	-	6,064.00
03/01/2034	6,064.00	-	6,064.00
06/01/2034	6,064.00	-	6,064.00
09/01/2034	6,064.00	-	6,064.00
12/01/2034	6,064.00	-	6,064.00
03/01/2035	6,064.00	-	6,064.00
06/01/2035	6,064.00	-	6,064.00
09/01/2035	6,064.00	-	6,064.00
12/01/2035	6,064.00	-	6,064.00
03/01/2036	6,064.00	-	6,064.00
06/01/2036	6,064.00	-	6,064.00
09/01/2036	6,064.00	-	6,064.00
12/01/2036	6,064.00	-	6,064.00
03/01/2037	6,064.00	-	6,064.00
06/01/2037	6,064.00	-	6,064.00
09/01/2037	6,064.00	-	6,064.00
12/01/2037	6,064.00	-	6,064.00
03/01/2038	6,064.00	-	6,064.00
06/01/2038	6,064.00	-	6,064.00
09/01/2038	6,064.00	-	6,064.00
12/01/2038	6,064.00	-	6,064.00
03/01/2039	6,064.00	-	6,064.00
06/01/2039	6,064.00	-	6,064.00
09/01/2039	6,064.00	-	6,064.00

\$473,000

Red Sulphur Public Service District
0% Interest Rate, 40 Years from Closing Date
Closing Date: November 6, 2006

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Total P+I
12/01/2039	6,064.00	-	6,064.00
03/01/2040	6,064.00	-	6,064.00
06/01/2040	6,064.00	-	6,064.00
09/01/2040	6,064.00	-	6,064.00
12/01/2040	6,064.00	-	6,064.00
03/01/2041	6,064.00	-	6,064.00
06/01/2041	6,064.00	-	6,064.00
09/01/2041	6,064.00	-	6,064.00
12/01/2041	6,064.00	-	6,064.00
03/01/2042	6,064.00	-	6,064.00
06/01/2042	6,064.00	-	6,064.00
09/01/2042	6,064.00	-	6,064.00
12/01/2042	6,064.00	-	6,064.00
03/01/2043	6,064.00	-	6,064.00
06/01/2043	6,064.00	-	6,064.00
09/01/2043	6,064.00	-	6,064.00
12/01/2043	6,064.00	-	6,064.00
03/01/2044	6,064.00	-	6,064.00
06/01/2044	6,064.00	-	6,064.00
09/01/2044	6,064.00	-	6,064.00
12/01/2044	6,064.00	-	6,064.00
03/01/2045	6,064.00	-	6,064.00
06/01/2045	6,064.00	-	6,064.00
09/01/2045	6,064.00	-	6,064.00
12/01/2045	6,064.00	-	6,064.00
03/01/2046	6,064.00	-	6,064.00
06/01/2046	6,064.00	-	6,064.00
09/01/2046	6,064.00	-	6,064.00
Total	\$473,000.00	-	\$473,000.00

Yield Statistics

Bond Year Dollars	\$14,281.90
Average Life	30.194 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	-1.16E-12
Bond Yield for Arbitrage Purposes	-1.16E-12
All Inclusive Cost (AIC)	-1.16E-12

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	30.194 Years

SCHEDULE Z

None.

**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 November, 2006.

CASE NO. 05-1007-PSD-CN

RED SULPHUR PUBLIC SERVICE DISTRICT,
a public utility, Peterstown, Monroe County.

Application for a certificate of convenience and necessity to upgrade existing wastewater collection system facilities and to construct new wastewater collection system facilities to serve approximately 205 new customers in the Lindside area of the District at Peterstown, Monroe County.

COMMISSION ORDER

On July 8, 2005 the Red Sulphur Public Service District (District) filed an application for a Certificate of Convenience and Necessity to upgrade the District's existing wastewater collection system and construct wastewater collection system extensions to the Lindside area of Monroe County. The project is estimated to cost approximately \$4,500,000 and will be financed by a USDA-Rural Utilities Service loan and grant, a Small Cities Block grant, and a State Contingent Fund grant.

A January 13, 2006 Recommended Decision (Final February 2, 2006) approved the District's certificate application, project financing, and Commission Staff's (Staff's) recommended rates.

On August 16, 2006 the District filed a petition to reopen the certificate proceeding due to a bid overrun. The District stated that they were also filing an application with the West Virginia Infrastructure and Jobs Development Council (IJDC) for additional funding. The District anticipates obtaining a wrap loan on their 1987 A and B bonds. The District's bids expire on October 15, 2006 and they anticipate receiving a commitment by that point. In the event that funding is not received, the District will explore deductive alternates bid in Contracts 4 and 5.

The District's petition to reopen stated the approved financing at \$5,725,000. The January 13, 2006 Recommended Decision approved the amount of financing at \$4,500,000.

Staff stated it believes the \$5,725,000 amount to be a typographical error on the District's part.

On September 25, 2006 Staff filed its "Further Joint Staff Memorandum." Therein, Staff stated that it was reviewing the information submitted by the District and would require a funding commitment letter from the District.

On October 23, 2006 the District filed a letter, attached to which were (1) an IJDC letter dated October 5, 2006 committing an additional \$473,000 and (2) a letter from the Small Cities Block Grant Program dated October 19, 2006 committing an additional \$500,000. The District noted that a closing in this case is set for November 2, 2006.

On November 2, 2006 Staff filed its "Final Joint Staff Recommendation." Staff recommended that the Commission approve (1) the increased project cost of \$6,698,000; (2) the IJDC grant of \$1,225,000; (3) the IJDC Wrap Loan of \$473,000, at 0% interest maturing 40 years from the date of closing and with payments not commencing until payoff of the District's 1987A and B bonds (which mature October 1, 2026); and (4) an additional Small Cities Block Grant of \$500,000. Staff noted that the loan would not impact the District's previously-approved rates.

DISCUSSION

The Commission shall approve (1) the increased project cost of \$6,698,000; (2) the IJDC grant of \$1,225,000; (3) the IJDC Wrap Loan of \$473,000, at 0% interest maturing 40 years from the date of closing and with payments not commencing until payoff of the District's 1987A and B bonds (which mature October 1, 2026); and (4) an additional Small Cities Block Grant of \$500,000.

FINDINGS OF FACT

1. On July 8, 2005 the District filed an application for a Certificate of Convenience and Necessity to upgrade the District's existing wastewater collection system and construct wastewater collection system extensions to the Lindside area of Monroe County.

2. A January 13, 2006 Recommended Decision (Final February 2, 2006) approved the District's certificate application, project financing, and Staff's recommended rates.

3. On August 16, 2006 the District filed a petition to reopen the certificate proceeding due to a bid overrun.

4. On November 2, 2006 Staff filed its "Final Joint Staff Recommendation" recommending approval of the increased project cost and additional funding.

5. The Wrap Loan will not impact the District's previously-approved rates.

CONCLUSION OF LAW

It is reasonable to approve (1) the increased project cost of \$6,698,000; (2) the IJDC grant of \$1,225,000; (3) the IJDC Wrap Loan of \$473,000, at 0% interest maturing 40 years from the date of closing and with payments not commencing until payoff of the District's 1987A and B bonds (which mature October 1, 2026); and (4) an additional Small Cities Block Grant of \$500,000.

ORDER

IT IS THEREFORE ORDERED that the Red Sulphur Public Service District's increased project cost of \$6,698,000 is hereby approved.

IT IS FURTHER ORDERED that the grant from the IJDC in the amount of \$1,225,000 is hereby approved.

IT IS FURTHER ORDERED that the IJDC Wrap Loan of \$473,000, at 0% interest maturing 40 years from the date of closing and with payments not commencing until payoff of the District's 1987A and B bonds (which mature October 1, 2026), is hereby approved.

IT IS FURTHER ORDERED that the additional Small Cities Block Grant of \$500,000 is hereby approved.

IT IS FURTHER ORDERED that if there are any changes in funding related to the project, the District must seek Commission approval of those changes, pursuant to *West Virginia Code* § 16-13A-25.

IT IS FURTHER ORDERED that if there are changes in the project's plans or scope, as well as the terms of any financing other than grants or loans which affect rates, the District must seek the Commission's approval of those changes.

IT IS FURTHER ORDERED that if there is a change in the project cost that does not affect rates, the District need not petition to reopen this case for further Commission approval, except as required by *West Virginia Code* § 16-13A-25. Instead, the District must file an affidavit from its certified public accountant verifying that rates are not affected.

IT IS FURTHER ORDERED that in all other respects the January 13, 2006 Recommended Decision (Final February 2, 2006) remains the Final Order of the Commission.

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

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 by facsimile transmission and upon Commission Staff by hand delivery.

A True Copy, Testat

Sandra Squire
Sandra Squire
Executive Secretary

JJW/klm
051007ca.wpd

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

Entered: January 13, 2006

FINAL

2-2-06

CASE NO. 05-1007-PSD-CN

RED SULPHUR PUBLIC SERVICE DISTRICT, a public utility.
Application for a certificate of convenience and necessity to upgrade existing wastewater collection system facilities and to construct new wastewater collection system facilities to serve approximately 205 new customers in the Lindside area of the District at Peterstown, Monroe County.

RECOMMENDED DECISION

PROCEDURE

On July 8, 2005, Red Sulphur Public Service District (District), a public sewer utility, filed an application with the Public Service Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to upgrade its existing wastewater collection system facilities and to construct new wastewater collection system facilities to serve approximately 205 new customers in the Lindside area of the District at Peterstown, Monroe County. The District has estimated that the project will cost approximately \$4,500,000, to be funded with a \$1,026,000 loan from the United States Department of Agriculture Rural Utilities Service (RUS); with a \$1,974,000 grant from the RUS; with a \$500,000 grant from the United States Housing and Urban Development Small Cities Block (SCB) Grant program; and by a \$1,000,000 grant from the West Virginia Contingent Fund. The District proposed rates that would increase annual revenues, including revenues from the new customers, by approximately \$177,000, or 40%, to cover the increased expenses related to the project.

Also on July 8, 2005, the Commission required that the District publish a Notice of Filing once in a newspaper duly qualified by the Secretary of State, published and generally circulated in Monroe County, providing a 30-day protest period. The Notice of Filing also provided that, if no protests were received within the 30-day protest period, the Commission may waive formal hearing and grant the certificate based upon its review of the evidence submitted with the application. Responding thereto, on August 10, 2005, the District submitted publication affidavits indicating that it had published the Notice of Filing on July 21, 2005, in *The Monroe Watchman*, a newspaper

published and generally circulated in Monroe County. Protests were filed with the Commission within the 30-day protest period.

On August 26, 2005, Staff Attorney Cassius H. Toon, Esquire, submitted the Further Joint Staff Memorandum, attaching the August 24, 2005 Initial Internal Memorandum from Utilities Analyst Scott McNeely, Water and Wastewater Division, and from Technical Analyst Joseph Marakovits, Engineering Division, indicating that, once it had completed its investigation, Commission Staff would submit a final substantive recommendation. Commission Staff indicated that the District needed to submit additional information and documents before Staff can complete its evaluation of the application. Staff indicated that it was submitting a data request simultaneously with the Memoranda.

By the August 24, 2005 Commission Referral Order, the Commission referred this case to the Division of Administrative Law Judges (ALJ Division) for decision on or before February 3, 2006.

On October 6, 2005, Staff Attorney Toon submitted a motion to extend the date for Staff to file its final substantive recommendation.

Responding to all of the above, on October 12, 2005, the ALJ issued a Procedural Order adopting a procedural schedule to process and resolve this matter, including a Thursday, November 10, 2005 hearing date. The October 12, 2005 Order also required that the District publish the Notice of Hearing attached to the Order, once a week for two consecutive weeks, with the second publication occurring no later than Wednesday, November 2, 2005.

On October 21, 2005, Staff Attorney Toon, by Staff Attorney Cecelia Gail Jarrell, submitted the Final Joint Staff Memorandum, attaching the October 18, 2005 Final Internal Memorandum prepared by Utilities Analyst McNeely and Technical Analyst Marakovits. Together, these Memoranda comprised Commission Staff's final recommendation. Staff emphasized that the District must satisfy all of the requirements of Rule 10.3.d of the *Commission's Rules of Practice and Procedure (Procedural Rules)*, which requires that a utility seeking a rate increase in a certificate case must individually notify each of its customers of the proposed rate increase by bill insert, by separate mailing or by postcard.

Commission Staff reported that the District, which obtained a certificate for Phase I of a project in 2004, now is seeking a certificate of public convenience and necessity for Phase II of the project to upgrade, improve and extend its sewer collection system, estimated to cost \$4,500,000, to be financed with a \$500,000 Small Cities Block (SCB) Grant; a \$1,000,000 State Contingency Fund (SCF) grant; a \$1,974,000 Rural Utilities Service (RUS) grant; and a \$1,026,000 RUS loan, bearing interest at the rate of 4.5%, to be repaid over 40 years, with the first two years' payments to be interest only. Phase II is comprised of Contract No. 3 (Peterstown collection system upgrade), Contract No. 4 (collection system extensions and lift station) and Contract No. 5 (Lindside collection system extension). Staff also outlined five deductive alternatives for the District to consider should the bids come in too high and one additive alternative should the bids come in lower than expected.

Staff opined that the overall estimated construction cost of \$3,344,000 is reasonable. The total project cost averages \$3,759 per customer, which Staff also opined was reasonable.

Staff reported that the need for the project had been well-documented by the District in its application, i.e., extending service to the Lindsides area is necessary to alleviate failing septic tank systems due to the soil's inability to percolate the effluent; the project will eliminate an existing package treatment plant; and the extensions will allow for residential and non-residential growth that the area is experiencing. The West Virginia Office of Environmental Health Services (OEHS) has issued Permit No. 16,207 for the project. The Department of Environmental Protection (DEP) has not yet issued a National Pollutant Discharge Elimination System (NPDES) permit. Staff opined that the plans and specifications for the project do not conflict with the Commission's *Rules For the Government of Sewer Utilities (Sewer Rules)* regarding engineering requirements.

Staff estimated that operation and maintenance (O&M) expenses would increase \$45,693 annually for the District as a result of the project, compared to the District's estimate in its application of a \$50,087 increase. The project will require an additional \$56,430 for annual debt payment, plus \$5,643 for a debt service reserve and \$15,366 for a renewal and replacement reserve. Staff recommended increasing annual revenues by \$178,764, from \$435,891 at going-level to \$614,655, or 41%, which would provide a debt service coverage of 130.34%. Staff outlined several going-level adjustments and noted that about 38% of the additional revenue would be derived from new customers. Staff recommended that the Commission grant the application for a certificate; approve the proposed financing for the project; approve the Staff-recommended rates; require that the District seek separate Commission approval should the plans, scope or financing of the project change; require that the District submit a copy of the bids to the Commission as soon as they are tabulated; require the District to notify the Commission when its engineer has performed the substantial completion inspection; and require the District to file for a rate review within 18 months of completing the project.

On November 1, 2005, the District submitted a document evidencing substantial compliance with *Procedural Rule 10.3.d*.

On November 10, 2005, the ALJ convened the hearing as scheduled. The District appeared at the hearing by counsel, William S. Winfrey, II, Esquire, and Commission Staff appeared by Staff Attorney Cassius H. Toon, Esquire. Many persons also appeared at the hearing to protest the application and/or the proposed rate increase, several of whom made statements voicing their positions. Since the District accepted the Staff recommendations, the parties waived their rights to submit post-hearing proposed orders, proposed findings and fact and conclusions of law, or briefs, as permitted by *West Virginia Code §24-1-9(b)*.

EVIDENCE

Before the parties presented any evidence, counsel for the District represented that the District accepted all of the Staff recommendations. The District's attorney also submitted a publication certificate indicating that *The Monroe Watchman*, a newspaper published and generally circulated in Monroe County, had published the Notice of Hearing once a week for two consecutive weeks on October 27 and November 3, 2005, which the ALJ received into evidence as District Exhibit No. 1. (See, Tr., pp. 7-9; District Exhibit No. 1).

The first person who testified was Technical Analyst Joseph Marakovits, who testified on behalf of Commission Staff. Mr. Marakovits identified the October 18, 2005 Final Internal Memorandum¹ prepared by Utilities Analyst McNeely and Mr. Marakovits, received as Staff Exhibit No. 1. Mr. Marakovits stated that Staff's final recommendation contained no errors of which he was aware and he adopted those portions of it that he prepared as his testimony. Mr. Marakovits opined that the project is needed, since it will serve many customers whose individual septic systems and other sewage treatment methods are substandard and since it will replace a package treatment system. He opined that, due to the relative cost per customer and the amount of grant money that the project has attracted, the project is convenient to the public. Although the District had estimated that the project would increase O&M costs by over \$50,000, Staff believes that it will increase O&M costs by only \$45,700. (Tr., pp. 10-15; Staff Exhibit No. 1).

Mr. Marakovits explained that the existing package sewage treatment system treats the sewage from James Monroe High School. Mr. Marakovits opined that this package treatment plant was not designed to treat sewage other than that which flowed from the school. He explained that over 200 residential customers and several commercial customers would be added as a result of the project in the vicinity of James Monroe High School. The better solution is to extend the sewer lines from the District's new treatment plant to serve the additional customers and the school. Phase I, approved in 2004, upgraded the District's existing treatment plant to be able to handle the additional flow from the new customers, including the school. He emphasized that the DEP rewards sewer systems that eliminate package treatment plants, i.e., the grant funding for this project is possible in part due to the elimination of the package treatment plant at the school and another smaller package treatment plant at Coulter's Chapel. Once the project is built, the package plants will be abandoned. All of the sewage collected by the District from any and all sources will be treated at the already upgraded treatment plant at Peterstown. (Tr., pp. 15-20).

Next, Utilities Analyst Scott McNeely testified on behalf of Staff. Mr. McNeely also adopted those portions of Staff Exhibit No. 1 which he prepared as his testimony. Mr. McNeely explained the cash flow analysis of the District which he prepared as part of Staff Exhibit No. 1. Currently, the District is operating with revenues of approximately \$436,000. After adding in the additional O&M

¹The ALJ has summarized Commission Staff's final substantive recommendation in the Procedure section of this Recommended Decision and adopts that summary in the Evidence section, without repeating the summary in the Evidence section except where it is clarified by the testimony.

expenses and debt service requirements due to the project and all known and measurable expenses, he opined that the District will need approximately \$615,000 to operate properly, i.e., to generate enough revenues to cover the O&M expenses and the debt service requirements to the extent required by the lending agency, while providing a cash flow surplus of about \$33,800 for plant additions, which he opined is reasonable. Currently, the District is operating at a cash flow deficit, i.e., the District needs a rate increase even without the project, but will need a greater increase once the project is online. (Tr., pp. 20-28; Staff Exhibit No. 1).

Mr. McNeely explained that the bonding agency requires a debt service coverage ratio of 115%. Staff has recommended rates that will produce a slightly higher coverage of about 130%. He explained that it is prudent to provide this extra cushion when increasing rates in a certificate case, since the project could incur cost overruns, the O&M expenses may exceed the estimates or not all of the prospective customers will actually connect to the system. This is also why, in part, that Staff has recommended that the District be required to file a rate case after operating for 18 months under the rates approved in this certificate proceeding, i.e., to make sure that the District has the correct rates to operate efficiently without experiencing a windfall. (Tr., pp. 28-30).

Mr. McNeely explained that the Staff-recommended rate for non-metered customers is based on a national and state average of 4,500 gallons of water usage per household. This rate is basically for sewer customers who do not have public water service. Staff recommended that the Staff-recommended rates not become effective until the project is operational. He clarified that, since the Commission also had approved rates in the Phase I certificate case, i.e., Case No. 04-0032-PSD-CN, the rates labeled Phase I Recommended Rates Case No. 04-0032-PSD-CN would become effective once Phase I is operational and may already be in effect. The rates to be approved in this case, to become effective upon completion of Phase II of the project, are labeled Pro Forma and Staff-Recommended Tariff. For example, under the "current" tariff, a customer using 3,000 gallons of water would pay \$6.73 per 1,000 gallons, or \$20.19, which is the minimum bill; under the Phase I tariff, a customer using 3,000 gallons of water would pay \$11.50 per 1,000 gallons for the first 2,000 gallons and \$5.24 for the next 1,000 gallons, or a total of \$28.24 (the minimum bill under the Phase I tariff is \$23, based on 2,000 gallons usage); under the Staff-recommended rates for this project, Phase II, the customer using 3,000 gallons would pay \$13.56 per 1,000 gallons for the first 2,000 gallons used and \$6.18 for the next 1,000 gallons, or a total of \$33.30 (the minimum bill again is based on 2,000 gallons usage, or \$27.12 per month). The flat rate charge under the current tariff is \$26.72, based on 4,500 gallons of usage; \$36.10 under the Phase I tariff, based on 4,500 gallons of usage; and \$42.57 under the Phase II tariff, based on 4,500 gallons of usage. Essentially, the rate increase caused by this case is from those rates already approved for Phase I to those rates recommended for Phase II. The rate increase in this case is approximately 18%, since the rates were already substantially increased in the Phase I certificate case. (Tr., pp. 30-35; Staff Exhibit No. 1).

Mr. McNeely defended using the 4,500-gallon average usage for determining the bill for those who do not have public water service. The District currently has about 13 customers out of a total of about 1,300 who have well water or otherwise do not receive public water service. However, of the projected 200-plus new customers, about 63 do not have metered water service. If the

Commission approved lower rates for unmetered customers, the metered customers would have to have their rates increased. (Tr., pp. 35-44).

Mr. McNeely justified lowering the minimum rate to be based on 2,000 gallons, rather than the previous 3,000 gallons, since this usage for the minimum rate already has been approved by the Commission in the Phase I case, i.e., Case No. 04-0032-PSD-CN. (Tr., pp. 44-48).

Mr. McNeely acknowledged that the District's customers had experienced several rate increases recently due to several factors, chiefly because the District had not filed a rate case for several years and because of the certificate projects. He reasoned that the rates would not have increased so sharply had the District sought a rate increase every two or three years instead of waiting about ten years to ask for the first increase. (Tr., p. 48).

Mr. McNeely emphasized that the District's current tariff and the Staff-recommended tariff authorize a 10% delayed payment penalty. If the District is charging a 20% delayed payment penalty, as one Protestant suggested, it is not following the Commission-approved tariff and is violating the law. (Tr., pp. 48-50).

One of the Protestants, Judy Bogenschutz, emphasized that the District's customers, for the most part, are retired farmers and others on a fixed income who cannot afford a rate increase. She opined that the District needed to more efficiently operate its business of serving its existing customers, so that their rates could be decreased, instead of building projects that costs millions of dollars to take on more customers. Since her husband is retired from the military, she has lived in many communities in many states; she has never paid sewer bills as high as the District now charges, let alone increasing them by another 18%. (Tr., pp. 52-55).

Robert D. Francis, another Protestant, specified that 61% of the population in the District's service territory have low, fixed monthly incomes and cannot afford the proposed rate increase. Monroe County is a farming community that has little or no industry and little prospect for any. Mr. Francis does not oppose persons living outside of Peterstown getting public sewer service, but he opposes making the residents of Peterstown pay for it. (Tr., pp. 55-56).

Another Protestant, Sue Bouldin, who further corroborated the testimony of Ms. Bogenschutz and Mr. Francis, presented a petition opposing the rate increase, signed by over 100 people, which the ALJ received as Protestants' Exhibit No. 1. (Tr., pp. 56-57; Protestants' Exhibit No. 1).

Another of the Protestants, Richard Body, opined that the District simply is biting off more than it can chew. He opined that Monroe County cannot afford the proposed sewer system improvements. He cited one elderly woman who lives alone and cannot even take a bath due to health problems, i.e., she is limited to sponge baths. Yet, she has to pay for sewer service as if she used 2,000 gallons per month, while using nowhere near that amount. That woman has to pay over \$70 per month for water and sewer service. He related that another man pays over \$100 per month

for water and sewer service. He opined that the District already is charging too much for sewer service. (Tr., pp. 58-59).

The final Protestant who testified was Joe Cahill. Mr. Cahill does not oppose the project. His chief concern is the 4,500-gallon basis for unmetered customers. He does not believe that any of the unmetered customers use anywhere near that much water, since the wells in the area do not produce an over-abundance of water. (Tr., pp. 60-61).

After the Protestants had concluded their statements, counsel for the District offered to work with the unmetered customers, i.e., if those affected customers would supply a meter for their well or other water supply and permit the District to test the meter and read the meter, the District would be willing to base their sewer bills on their actual water usage according to the metered rates, rather than on the assumption that they use 4,500 gallons of water every month. Staff Attorney Toon stated that Staff would not object to the District taking this course of action. That proposal appeared to satisfy many of the Protestants. (Tr., pp. 61-63).

DISCUSSION

Having considered all of the above, since the District has substantially complied with the requirements of *Procedural Rule* 10.3.d.; since the District published the Notice of Hearing as required; since the project will serve over 200 new customers who now have inadequate sewage disposal means; since the project will replace two package sewage treatment plants; since the average cost per customer is reasonable; since the plans and specifications do not conflict with the engineering requirements of the Commission's *Sewer Rules*; since the District has obtained most of the required permitting; since the District has obtained adequate financing for the project, including several grants and a loan; since this project is Phase II of a larger project for which Phase I already has been approved by the Commission; since Commission Staff has recommended approval; and since the Protestants presented no reasonable basis for rejecting the application, the ALJ holds that the public convenience and necessity require the project, and, for that reason, he will grant the application. The ALJ also will approve the proposed financing for the project, since it is sufficient to cover the estimated cost of the project and is comprised of several grants and a loan with a reasonable interest rate of 4.5% for a 40-year term. The ALJ also will approve the Staff-recommended rates and charges, since the District currently is operating at a cash flow deficit and the Staff-recommended rates, to take effect after the project has been certified by the District's engineer as substantially completed, will produce \$178,764 in additional annual operating revenues, i.e., increasing from \$435,891 at going-level to \$614,655, or 41%, which would provide a debt service coverage of 130.34% and a \$33,786 cash flow surplus to be used for plant additions. It is also significant that about 38% of the additional revenue would be derived from new customers. Finally, the ALJ will require that the District seek and obtain separate Commission approval prior to commencing construction, should the scope, financing or plans for the project change; require that the District submit a copy of the bids to the Commission as soon as they are tabulated; require the District to notify the Commission when its engineer has performed the substantial completion

inspection; and require the District to file for a rate review within 18 months of completing the project.

FINDINGS OF FACT

1. Red Sulphur Public Service District filed an application with the Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to upgrade its existing wastewater collection system facilities and to construct new wastewater collection system facilities to serve approximately 205 new customers in the Linside area of the District at Peterstown, Monroe County. The District has estimated that the project will cost approximately \$4,500,000, to be funded with a \$1,026,000 RUS loan, a \$1,974,000 RUS grant, a \$500,000 SCB grant and a \$1,000,000 West Virginia Contingent Fund grant. The District proposed rates that would increase annual revenues, including revenues from the new customers, by approximately \$177,000, or 40%, to cover the increased expenses related to the project. (See, July 8, 2005 application).

2. The Commission required that the District publish a Notice of Filing once in a newspaper duly qualified by the Secretary of State, published and generally circulated in Monroe County, providing a 30-day protest period. The Notice of Filing also provided that, if no protests were received within the 30-day protest period, the Commission may waive formal hearing and grant the certificate based upon its review of the evidence submitted with the application. Responding thereto, on August 10, 2005, the District submitted publication affidavits indicating that it had published the Notice of Filing on July 21, 2005, in *The Monroe Watchman*, a newspaper published and generally circulated in Monroe County. Protests were filed with the Commission within the 30-day protest period. (See, July 8, 2005 Order; publication affidavits; Commission's file).

3. The District submitted a document evidencing substantial compliance with the individual notice requirement of *Procedural Rule* 10.3.d. (See, November 1, 2005 filing).

4. Commission Staff reported that the District, which obtained a certificate for Phase I of a project in 2004, now is seeking a certificate of public convenience and necessity for Phase II of the project to upgrade, improve and extend its sewer collection system, estimated to cost \$4,500,000, to be financed with a \$500,000 SCB Grant; a \$1,000,000 SCF grant; a \$1,974,000 RUS grant; and a \$1,026,000 RUS loan, bearing interest at the rate of 4.5%, to be repaid over 40 years, with the first two years' payments to be interest only. Phase II is comprised of Contract No. 3 (Peterstown collection system upgrade), Contract No. 4 (collection system extensions and lift station) and Contract No. 5 (Linside collection system extension). Staff also outlined five deductive alternatives for the District to consider should the bids come in too high and one additive alternative should the bids come in lower than expected. Staff opined that the overall estimated construction cost of \$3,344,000 is reasonable. The total project cost averages \$3,759 per customer, which Staff also opined was reasonable. (See, Staff Exhibit No. 1).

5. Staff reported that the need for the project had been well-documented by the District in its application, i.e., extending service to the Linside area is necessary to alleviate failing septic

tank systems due to the soil's inability to percolate the effluent; the project will eliminate an existing package treatment plant; and the extensions will allow for residential and non-residential growth that the area is experiencing. The OEHS has issued Permit No. 16,207 for the project. The DEP has not yet issued a NPDES permit. Staff opined that the plans and specifications for the project do not conflict with the Commission's *Sewer Rules* regarding engineering requirements. (See, Staff Exhibit No. 1).

6. Staff estimated that O&M expenses would increase \$45,693 annually for the District as a result of the project, compared to the District's estimate in its application of a \$50,087 increase. The project will require an additional \$56,430 for annual debt payment, plus \$5,643 for a debt service reserve and \$15,366 for a renewal and replacement reserve. Staff recommended increasing annual revenues by \$178,764, from \$435,891 at going-level to \$614,655, or 41%, which would provide a debt service coverage of 130.34%. Staff outlined several going-level adjustments and noted that about 38% of the additional revenue would be derived from new customers. Staff recommended that the Commission grant the application for a certificate; approve the proposed financing for the project; approve the Staff-recommended rates; require that the District seek separate Commission approval should the plans, scope or financing of the project change; require that the District submit a copy of the bids to the Commission as soon as they are tabulated; require the District to notify the Commission when its engineer has performed the substantial completion inspection; and require the District to file for a rate review within 18 months of completing the project. (See, Staff Exhibit No. 1).

7. Before the parties presented any evidence, counsel for the District represented that the District accepted all of the Staff recommendations. The District's attorney also submitted a publication certificate indicating that *The Monroe Watchman*, a newspaper published and generally circulated in Monroe County, had published the Notice of Hearing once a week for two consecutive weeks on October 27 and November 3, 2005, which the ALJ received into evidence as District Exhibit No. 1. (See, Tr., pp. 7-9; District Exhibit No. 1).

8. Commission Staff opined that the project is needed, since it will add many new customers to the system whose individual septic systems and other sewage treatment methods are substandard and since it will replace a package treatment system. Due to the relative cost per customer and the amount of grant money that the project has attracted, the project is convenient to the public. Although the District had estimated that the project would increase O&M costs by over \$50,000, Staff believes that it will increase O&M costs by only \$45,700. (See, Testimony of Joseph Marakovits, Tr., pp. 10-15; Staff Exhibit No. 1).

9. Staff explained that the existing package sewage treatment system, which treats the sewage from James Monroe High School, was not designed to treat sewage other than that which flowed from the school. Over 200 residential customers and several commercial customers would be added as a result of the project in the vicinity of James Monroe High School. Rather than try to further utilize the package treatment plant at the school, Staff opined that the better solution is to extend the sewer lines from the District's new treatment plant to serve the additional customers and

the school. Phase I, approved in 2004, upgraded the District's existing treatment plant to be able to handle the additional flow from the new customers, including the school. Staff also emphasized that the DEP rewards sewer systems that eliminate package treatment plants, i.e., the grant funding for this project is possible in part due to the elimination of the package treatment plant at the school and another smaller package treatment plant at Coulter's Chapel. Once the project is built, the package plants will be abandoned. All of the sewage collected by the District from any and all sources will be treated at the already upgraded treatment plant at Peterstown. (See, Testimony of Joseph Marakovits, Tr., pp. 15-20).

10. The cash flow analysis of the District shows that the District is operating with revenues of approximately \$436,000. After adding in the additional O&M expenses and debt service requirements due to the project and all known and measurable expenses, Staff opined that the District will need approximately \$615,000 to operate properly, i.e., to generate enough revenues to cover the O&M expenses and the debt service requirements to the extent required by the lending agency, while providing a cash flow surplus of about \$33,800 for plant additions, which is reasonable. Currently, the District is operating at a cash flow deficit, i.e., the District needs a rate increase even without the project, but will need a greater increase once the project is online. (See, Testimony of Scott McNeely, Tr., pp. 20-28; Staff Exhibit No. 1).

11. The District's bonding agency requires a debt service coverage ratio of 115%. Staff has recommended rates that will produce a slightly higher coverage of about 130%. Staff opined that it is prudent to provide this extra cushion when increasing rates in a certificate case, since the project could incur cost overruns, the O&M expenses may exceed the estimates or not all of the prospective customers will actually connect to the system. This is also why, in part, that Staff has recommended that the District be required to file a rate case after operating for 18 months under the rates approved in this certificate proceeding, i.e., to make sure that the District has the correct rates to operate efficiently without experiencing a windfall. (See, Testimony of Scott McNeely, Tr., pp. 28-30).

12. The Staff-recommended rate for non-metered customers is based on a national and state average of 4,500 gallons of water usage per household. This rate is basically for sewer customers who do not have public water service. (See, Testimony of Scott McNeely, Tr., pp. 30-35; Staff Exhibit No. 1).

13. Staff recommended that the Staff-recommended rates not become effective until the project is operational. Since the Commission also had approved rates in the Phase I certificate case, i.e., Case No. 04-0032-PSD-CN, the rates labeled Phase I Recommended Rates Case No. 04-0032-PSD-CN would become effective once Phase I is operational and may or may not already be in effect. The rates to be approved in this case, to become effective upon completion of Phase II of the project, are labeled Pro Forma and Staff-Recommended Tariff. For example, under the "current" tariff, a customer using 3,000 gallons of water would pay \$6.73 per 1,000 gallons, or \$20.19, which is the minimum bill; under the Phase I tariff, a customer using 3,000 gallons of water would pay \$11.50 per 1,000 gallons for the first 2,000 gallons and \$5.24 for the next 1,000 gallons, or a total of \$28.24 (the minimum bill under the Phase I tariff is \$23, based on 2,000 gallons usage); under the

Staff-recommended rates for this project, Phase II, the customer using 3,000 gallons would pay \$13.56 per 1,000 gallons for the first 2,000 gallons used and \$6.18 for the next 1,000 gallons, or a total of \$33.30 (the minimum bill again is based on 2,000 gallons usage, or \$27.12 per month). The flat rate charge under the current tariff is \$26.72, based on 4,500 gallons of usage; \$36.10 under the Phase I tariff, based on 4,500 gallons of usage; and \$42.57 under the Phase II tariff, based on 4,500 gallons of usage. Essentially, the rate increase caused by this case is from those already approved for Phase I to those recommended for Phase II. The rate increase in this case is approximately 18%, since the rates were already substantially increased in the Phase I certificate case. (See, Testimony of Scott McNeely, Tr., pp. 30-35; Staff Exhibit No. 1).

14. Staff defended using the 4,500-gallon average usage for determining the bill for those who do not have public water service. The District currently has about 13 customers out of a total of about 1,300 who have well water or otherwise do not receive public water service. However, of the projected 200-plus new customers, about 63 do not have metered water service. If the Commission approved lower rates for unmetered customers, the metered customers would have to have their rates increased. (See, Testimony of Scott McNeely, Tr., pp. 35-44).

15. Staff justified lowering the minimum rate to be based on 2,000 gallons, rather than the previous 3,000 gallons, since this usage for the minimum rate already has been approved by the Commission in the Phase I case, i.e., Case No. 04-0032-PSD-CN. (See, Testimony of Scott McNeely, Tr., pp. 44-48).

16. Staff acknowledged that the District's customers had experienced several rate increases recently due to several factors, chiefly because the District had not filed a rate case for several years and because of the certificate projects. Staff reasoned that the rates would not have increased so sharply had the District sought a rate increase every two or three years instead of waiting about ten years to ask for the first increase. (See, Testimony of Scott McNeely, Tr., p. 48).

17. Staff emphasized that the District's current tariff and the Staff-recommended tariff authorize a 10% delayed payment penalty. If the District is charging a 20% delayed payment penalty, as one Protestant suggested, it is not following the Commission-approved tariff and is violating the law. (See, Testimony of Scott McNeely, Tr., pp. 48-50).

18. The Protestants emphasized that the District's customers, for the most part, are retired farmers and others on a low, fixed income who cannot afford a rate increase. They also expressed concern about the 4,500-gallon usage basis for unmetered customers, since they do not believe that any of the unmetered customers use anywhere near that much water, since the wells in the area do not produce an over-abundance of water. (See, Testimony of Judy Bogenschutz, Tr., pp. 52-55; Robert D. Francis, Tr., pp. 55-56; Sue Bouldin, Tr., pp. 56-57; Richard Body, Tr., pp. 58-59; Joe Cahill, Tr., pp. 60-61 Protestants' Exhibit No. 1).

19. After the Protestants had concluded their statements, counsel for the District offered to work with the unmetered customers, i.e., if those affected customers would supply a meter for their

well or other water supply and permit the District to test the meter and read the meter, the District would be willing to base their sewer bills on their actual water usage according to the metered rates, rather than on the assumption that they use 4,500 gallons of water every month. Staff would not object to the District taking this course of action. That proposal appeared to satisfy many of the Protestants. (See, Tr., pp. 61-63).

CONCLUSIONS OF LAW

1. For all of the reasons set forth in Finding of Fact Nos. 2-5 and 7-9, it is reasonable to conclude that the public convenience and necessity require the project and that the District has substantially complied with all of the notice requirements of the Commission for certificate cases which seek a rate increase.
2. For the reasons set forth in Conclusion of Law No. 1, it is reasonable to grant the application, provided that the District obtains all of the permits necessary for the project and the bids do not exceed the proposed financing.
3. For the reasons set forth in Conclusion of Law No. 1 and Finding of Fact Nos. 4, 6 and 7, it is reasonable to approve the proposed financing for the project.
4. For the reasons set forth in Finding of Fact Nos. 6-8 and 10-16, it is reasonable to approve the Staff-recommended rates and charges, as set forth on attached Appendix A, and to require the District to submit a proper tariff as directed below.
5. For the reasons set forth in Finding of Fact No. 6, it is reasonable to require that the District seek separate Commission approval should the plans, scope or financing of the project change; require that the District submit a copy of the bids to the Commission as soon as they are tabulated; require the District to notify the Commission when its engineer has performed the substantial completion inspection; and require that the District file for a rate review within 18 months of completing the project.

ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of public convenience and necessity filed with the Commission on July 8, 2005, by Red Sulphur Public Service District under *West Virginia Code* §24-2-11 to upgrade its existing wastewater collection system facilities and to construct new wastewater collection system facilities to serve approximately 205 new customers in the Lindside area of the District at Peterstown, Monroe County, referred to as Phase II, be, and hereby is, granted, provided that the District obtains and furnishes to the Commission all of the governmental and other permits necessary to construct and operate the project.

IT IS FURTHER ORDERED that the proposed financing for the project, to be financed with a \$500,000 SCB Grant; a \$1,000,000 SCF grant; a \$1,974,000 RUS grant; and a \$1,026,000 RUS

loan, bearing interest at the rate of 4.5%, to be repaid over 40 years, with the first two years' payments to be interest only, for a total project cost not to exceed \$4,500,000, be, and hereby is, approved.

IT IS FURTHER ORDERED that the Staff-recommended rates and charges, as set forth on attached Appendix A, be, and hereby are, approved for all service rendered once the project is substantially completed and in operation.

IT IS FURTHER ORDERED that, within 30 days of substantial completion of the project, the District shall file with the Commission an original and at least five copies of a proper tariff setting forth the rates and charges hereby approved.

IT IS FURTHER ORDERED that, should the plans, scope or financing of the project change for any reason, the District must first seek and obtain separate Commission approval prior to commencing construction.

IT IS FURTHER ORDERED that the District shall submit a copy of the bids to the Commission as soon as they are tabulated.

IT IS FURTHER ORDERED that the District immediately notify the Commission when its engineer has performed the substantial completion inspection.

IT IS FURTHER ORDERED that, as soon as practicable after the District has operated under the rates hereby approved for 18 months, the District shall file for a rate review with the Commission.

IT IS FURTHER ORDERED that, if this project requires the use of Division of Highways' rights-of-way, the Red Sulphur Public Service District comply with all rules and regulations of the Division of Highways regarding the use of those rights-of-way.

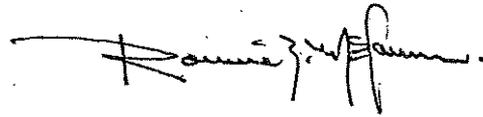
IT IS FURTHER ORDERED that this matter be, and hereby is, removed from the Commission's docket of open cases.

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

Leave hereby is 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 Recommended Decision 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 Recommended Decision 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 recommended decision by filing an appropriate petition in writing with the Executive Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's recommended decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.



Ronnie Z. McCann
Deputy Chief Administrative Law Judge

RZM:s
051007aa.wpd

West Virginia Infrastructure & Jobs Development Council

ic Members:
k Prince
irricane
ght Calhoun
tersburg
Stranko
organtown
e McComas
ichard

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

October 5, 2006

Porter Robertson, Manager
Red Sulphur Public Service District
P.O. Box 697
Peterstown, West Virginia 24963

Re: Red Sulphur Public Service District
Binding Commitment
Wastewater Project 95S-119

Dear Mr. Robertson:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund Grant of \$1,225,000 and Infrastructure Fund Wrap Loan of \$473,000 to the Red Sulphur Public Service District (the "District") for above referenced wastewater project (the "Project"). The Grant and Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Grant and Loan upon the District's compliance with the program requirements.

The Infrastructure Council will enter into a Grant and Loan agreement with the District following receipt of the completed Schedule B, a final, nonappealable order from the Public Service Commission authorizing construction of the Project, evidence of binding commitments for other funding; evidence of all permits; evidence of acceptable bids; and any other documents requested by the Infrastructure Council.

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

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

Sincerely,



Mark Prince

Porter Robertson
October 5, 2006
Page 2

MP/jb
Attachments

cc: Debbie Legg, WVDO
Stephen Wetherbee, RUS
Region I Planning & Development Council
Pentree, Inc.

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

Red Sulphur Public Service District

By: Patricia Robertson

Its: Ben. Mgr.

Date: 10-9-06

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Red Sulphur Public Service District
Wastewater Project 95S-119
October 5, 2006

SCHEDULE A

- A. Approximate Amount: \$1,225,000 Grant
\$ 473,000 Wrap Loan
- B. Grant \$1,225,000
1. Grant Advancement Date(s): Monthly upon receipt of proper requisition and after all JDC loan
 2. Special Conditions: None
- C. Wrap Loan \$ 473,000
1. Maturity Date: 40 years from date of closing
 2. Interest Rate: 0%
 3. Wrap Loan Advancement Date(s): Monthly upon receipt of proper requisition
 4. Debt Service Commencement: Immediately upon payoff of 1987A & B Bonds that mature October 1, 2026
 5. Special Conditions: None

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

- D. Other Funding:
- | | |
|-----------------------------------|------------------|
| SCBG | \$ 1,000,000 |
| RUS grant | 1,974,000 |
| RUS loan | 1,026,000 |
| Governor's Contingency Fund grant | <u>1,000,000</u> |
- E. Total Project Cost: \$ 6,698,000

West Virginia Infrastructure & Jobs Development Council

Public Members:

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

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

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

September 8, 2006

Porter Robertson, Manager
Red Sulphur Public Service District
P.O. Box 697
Peterstown, West Virginia 24963

Re: Red Sulphur Public Service District
Sewer Project 95S-119 - Bid Overrun

Dear Mr. Roberston:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the Red Sulphur Public Service District's (the "District") revised preliminary application regarding its proposed project to extend the sewer system to Lindside area and upgrade the existing collection system (the "Project").

Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act.

Upon consideration of the revised preliminary application, the Infrastructure Council recommends that the District utilize a \$500,000 Small Cities Block Grant, a \$1,974,000 Rural Utilities Service grant, a \$1,026,000 Rural Utilities Service loan, a \$1,000,000 Governor's Contingency Fund grant, a \$1,225,000 Infrastructure Fund grant and pursue an additional \$973,000 Small Cities Block Grant to complete the funding of this \$6,698,000 project. Please contact the WV Development Office at 558-4010 for specific information on the steps the District needs to follow to apply for these funds. **Please note that this letter does not constitute funding approval from this agency.**

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

Sincerely,



Mark Prince

cc: Mike Johnson, P.E., DEP
Debbie Legg, WVDO
Stephen Wetherbee, RUS
Region I Planning & Development Council
Pentree, Inc.

West Virginia Infrastructure & Jobs Development Council

Public Members:

Russell L. Isaacs, Chairman
Cottageville
Henry Harmon, Vice Chairman
Hurricane
Dwight Calhoun
Petersburg
C. R. "Rennie" Hill, III
Beckley

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

Katy Mallory, PE
Executive Secretary

Katy.Mallory@verizon.net

November 6, 2002

Porter Robertson, Manager
Red Sulphur Public Service District
P.O. Box 697
Peterstown, West Virginia 24963

Re: Red Sulphur Public Service District
Sewer Project 95S-119

Dear Mr. Robertson:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") has reviewed the Red Sulphur Public Service District's (the "District") revised preliminary application regarding its proposed project to construct a wastewater collection system in the Lindside area (the "Project").

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

Upon consideration of the preliminary application, the Infrastructure Council recommends that the District utilize a \$1,026,000 Rural Utilities Service loan, a \$1,974,000 Rural Utilities Service grant, a \$500,000 Small Cities Block Grant and \$1,000,000 Government Contingent Fund grant to fund this \$4,500,000.

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

Sincerely,



Russell L. Isaacs

RLI/km

cc: Mike Johnson, DEP (w/o enclosure)
Debbie Legg, WVDO (w/o enclosure)
Region I Planning & Development Council
Rosemary Christian, RUS
Bob Hazelwood, Pentree, Inc.



West Virginia Infrastructure & Jobs Development Council

Public Members:

James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Lloyd P. Adams, P.E.
Wheeling
Sheirl L. Fletcher
Morgantown

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

July 14, 1999

Dennis Sibold, Chairman
Red Sulphur Public Service District
P.O. Box 697
Peterstown, West Virginia 24967

Re: Wastewater Collection System Project (Lindsay) (Resubmittal) 96S-119

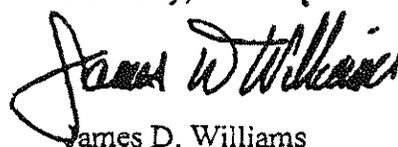
Dear Mr. Sibold:

The West Virginia Infrastructure and Jobs Development Council (the "Council"), at its July 7, 1999 meeting, reviewed the Red Sulphur Public Service District's (the "District") request to revise the previously recommended funding package for the above-referenced project to permit the District to pursue a Small Cities Block Grant of \$1,500,000, and USDA-Rural Utilities Service funding in the amount of \$2,438,000 in lieu of the proposed Clean Water State Revolving Fund loan and Infrastructure Fund assistance.

Upon its review of the District's request, the Council believes it reasonable to recommend the revised funding package as requested by the District. **Please note that this letter does not constitute funding approval from these agencies.**

If you have any questions regarding this matter, please contact Susan J. Riggs at (304) 558-4607.

Sincerely,


James D. Williams

JDW/tb

cc: Debbie Legg
Jim Anderson
Randy Plum
Norman L. Kirkham
Robert D. Hazelwood, P.E.



West Virginia Infrastructure & Jobs Development Council

Public Members:

Russell L. Isaacs, Chairman
Cottageville
James D. Williams, Vice-Chairman
St. Albans
Lloyd P. Adams, P.E.
Wheeling
James L. Harrison, Sr.
Princeton

1320 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

July 8, 1997

Dennis Sibold
Red Sulphur Public Service District
P. O. Box 697
Peterstown, West Virginia 24963

Re: Wastewater Collection and Treatment Plant Project (Lindside)
(Resubmittal) 95S-119

Dear Mr. Sibold:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the Red Sulphur Public Service District's (District) resubmitted preliminary application regarding its proposed project to construct a wastewater collection system in the Lindside area (Project). Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. Please carefully review the enclosed comments of the Sewer Technical Review Committee. The District may need to address certain issues raised in said comments as it proceeds with the Project.

Pursuant to its review of the resubmitted preliminary application, the Council recommends the District pursue a Small Cities Block Grant of \$1,250,000 and a State Revolving Fund loan of \$432,000. In order to apply for the Small Cities Block Grant, the Monroe County Commission must endorse the Project as the County's priority. Please contact the Development Office at 558-4010 and the Division of Environmental Protection at 558-0641 for specific information on the steps the District needs to follow to apply for these funds. The District may also be eligible for Infrastructure Fund assistance of approximately \$2,256,000. The Council's final decision regarding the specific funding of the Project is deferred pending final determination of the Project's eligibility and readiness to proceed, and availability of funds in the Infrastructure Fund. Please note that this letter **does not** constitute funding approval from these agencies.

Dennis Sibold
July 8, 1997
Page 2

Please immediately notify the Council upon the District's receipt of either a commitment or denial of funding from the Development Office and the Division of Environmental Protection. Upon such notification, the Council will review the District's need for funding from the Infrastructure Fund and determine whether a notice of eligibility letter should be issued. Such determination will be based in part upon the District's readiness to proceed with the Project. Generally, the Council will not issue a notice of eligibility of funding until the Project plans and specifications are complete and the project sponsor has filed a certificate of convenience and necessity application with the Public Service Commission.

If you have any questions regarding this matter, please contact Susan J. Riggs at (304) 558-4607.

Sincerely,



Russell L. Isaacs

RLI/bh

Enclosure

cc: Debbie Legg
J. Michael Johnson, P.E.
Robert D. Hazelwood, P.E.
Norman Kirkham

RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds 2006 A
(United States Department of Agriculture)

RECEIPT FOR SERIES 2006 A BONDS

The undersigned, authorized representative of the United States Department of Agriculture, Rural Utilities Service, for and on behalf of the United States of America (the "Purchaser"), hereby certifies as follows:

1. On the 6th day of November, 2006, at Peterstown, West Virginia, the undersigned received for the Purchaser the Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), No. AR-1 (the "Series 2006 A Bonds"), issued as a single, fully registered Bond, in the principal amount of \$1,026,000, dated the date hereof, bearing interest at the rate of 4.375% per annum, payable in monthly installments as stated in the Bond. The Series 2006 A Bonds represent the entire above captioned Bond issue.

2. At the time of such receipt, the Series 2006 A Bonds had been executed and sealed by the designated officials of the Public Service Board of Red Sulphur Public Service District (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$20,000, being a portion of the principal amount of the Series 2006 A Bonds. The balance of the principal amount of the Series 2006 A Bonds will be advanced by the Purchaser to the Issuer as acquisition and construction of the Project progresses.

WITNESS my signature on this 6th day of November, 2006.



Authorized Representative

10.20.06
742910.00004

RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR SERIES 2006 B BONDS AND BOND PROCEEDS

On this 6th day of November, 2006, the undersigned authorized representative of the West Virginia Sewer Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of the Public Service Board of Red Sulphur Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), issued in the principal amount of \$473,000, as a single, fully registered Bond, numbered BR-1 and dated November 6, 2006 (the "Series 2006 B Bonds").

2. At the time of such receipt of the Series 2006 B Bonds upon original issuance, the Series 2006 B Bonds had been executed by the Chairman and Secretary of the Public Service Board of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Series 2006 B Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2006 B Bonds, of \$8,500, being a portion of the principal amount of the Series 2006 B Bonds. The balance of the principal amount of the Series 2006 B Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

Barbara B Meadows
Authorized Representative

RED SULPHUR PUBLIC SERVICE DISTRICT

Winnie Lilold
Chairman

10.20.06
742910.00004

RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER SERIES 2006 B BONDS

The Huntington National Bank, as
Bond Registrar for the Series 2006 B Bonds
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 6th day of November, 2006.

(1) Bond No. BR-1, constituting the entire original issue of Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), in the principal amount of \$473,000, dated November 6, 2006 (the "Series 2006 B Bonds"), executed by the Chairman and the Secretary of the Public Service Board of Red Sulphur Public Service District (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on November 2, 2006, and a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation");

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

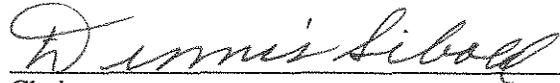
(3) Executed counterparts of the loan agreement dated November 6, 2006 (the "Loan Agreement"), by and between the Issuer and the West Virginia Sewer Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"); and

(4) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2006 B Bonds.

You are hereby requested and authorized to deliver the Series 2006 B Bonds to the Authority upon payment to the Issuer of the sum of \$8,500, representing a portion of the principal amount of the Series 2006 B Bonds. Prior to such delivery of the Series 2006 B Bonds, you will please cause the Series 2006 B Bonds to be authenticated and registered by an authorized officer, as Bond Registrar for the Series 2006 B Bonds, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

RED SULPHUR PUBLIC SERVICE DISTRICT


Chairman

10.20.06
742910.00004

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RED SULPHUR PUBLIC SERVICE DISTRICT
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BOND, SERIES 2006 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. AR-1

Date: November 6, 2006

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (the "Borrower") promises to pay to the order of the UNITED STATES OF AMERICA (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION TWENTY SIX THOUSAND DOLLARS (\$1,026,000), plus interest on the unpaid principal balance at the rate of 4.375% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$4,628, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for

financing costs of acquisition and construction of improvements and extensions to the existing public waterworks and sewerage system (the "System") of the Borrower, is payable solely from the net revenues to be derived from the operation of the System in the manner provided in the hereinafter defined Resolution. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted on November 2, 2006, and a Supplemental Resolution of the Borrower duly adopted on November 2, 2006, authorizing issuance of this Bond (collectively, the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act of 1965. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S

- (1) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 11, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,150,000;
- (2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 21, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,800,000;
- (3) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 11, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,538,500;
- (4) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 20, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$156,500;
- (5) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1992 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 14, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,979,000;
- (6) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$738,647; (COLLECTIVELY, THE "FIRST LIEN BONDS") AND
- (7) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED NOVEMBER 6, 2006, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$473,000.

THIS BOND IS ISSUED SENIOR AND PRIOR WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$181,173 (THE "SUBORDINATE BONDS").

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

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

RED SULPHUR PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

Dennis Sibolel
(Signature of Executive Official)

Chairman
(Title of Executive Official)

P.O. Box 69
(P.O. Box No. or Street Address)

Peterstown, West Virginia 24963
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)
Secretary
(Title of Attesting Official)

SPECIMEN

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$20,000	11.06.06	(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	\$ _____

November 6, 2006

Red Sulphur Public Service District
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture)

Red Sulphur Public Service District
Peterstown, West Virginia

United States Department of Agriculture
Beckley, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Red Sulphur Public Service District in Monroe County, West Virginia (the "Issuer"), of its \$1,026,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated the date hereof (the "Bonds"), pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), a Bond Resolution duly adopted by the Issuer on November 2, 2006, and a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"). We have examined the law and such certified copies of proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Bond Legislation and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

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

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and a political subdivision of the State of West Virginia with full power to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Bond Legislation has been duly and effectively adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the funds pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's (1) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$4,150,000 (the "2005 A Bonds"), (2) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000 (the "2003 A Bonds"), (3) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original

aggregate principal amount of \$1,538,500 (the "2002 A Bonds"), (4) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500 (the "1999 Bonds"), (5) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser (the "1992 Bonds"), (6) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority (the "1987 A Bonds"), and (7) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated November 8, 2006, issued concurrently herewith in the original aggregate principal amount of \$473,000; and senior and prior to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 16, 1987, issued in the original aggregate principal amount of \$181,173.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

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

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 interest on the Bonds is exempt from personal income taxes and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

Very truly yours,


STEPTOE & JOHNSON PLLC

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RED SULPHUR PUBLIC SERVICE DISTRICT
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BOND, SERIES 2006 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1

SPECIMEN
\$473,000

KNOW ALL MEN BY THESE PRESENTS: That on the 6th day of November, 2006, RED SULPHUR PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia in Monroe County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum FOUR HUNDRED SEVENTY THREE THOUSAND DOLLARS (\$473,000), 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, 2027, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated November 6, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks

and sewerage system of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on November 2, 2006, and a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S

- (1) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 11, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,150,000;
- (2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 21, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,800,000;
- (3) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED JULY 11, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,538,500;
- (4) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (UNITED STATES DEPARTMENT OF AGRICULTURE) DATED MAY 20, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$156,500;
- (5) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1992 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 14, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,979,000;
- (6) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$738,647; (COLLECTIVELY, THE "FIRST LIEN BONDS") AND

(7) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED NOVEMBER 6, 2006, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,026,000.

THIS BOND IS SENIOR AND PRIOR WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$181,173 (THE "SUBORDINATE BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2006 A Bonds and the First Lien Bonds, and senior and prior to the Subordinate Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2006 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2006 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 A Bonds and the First Lien Bonds held by the Rural Utilities Service (the "RUS Bonds") are outstanding, and thereafter, 115% of such amount; provided that, when the Series 2006 A Bonds and the RUS Bonds are no longer outstanding and so long as there exists in the Series 2006 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Prior

Bonds, an amount at least equal to the requirement therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

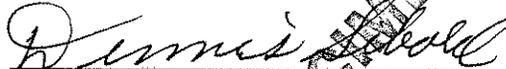
All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation,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

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

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

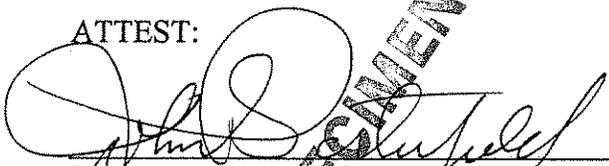
IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman, and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the date first written above.

[SEAL]


Chairman

SPECIMEN

ATTEST:


Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: November 6, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar


Authorized Officer

EXHIBIT B

DEBT SERVICE SCHEDULE

\$473,000

Red Sulphur Public Service District (West Virginia)

0% Interest Rate, 40 Years from Closing Date

Closing Date: November 6, 2006

Sources & Uses

Dated 11/06/2006 | Delivered 11/06/2006

Sources Of Funds

Par Amount of Bonds	\$473,000.00
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Total Sources	\$473,000.00
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Uses Of Funds

Deposit to Project Construction Fund	473,000.00
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Total Uses	\$473,000.00
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\$473,000

Red Sulphur Public Service District (West Virginia)

0% Interest Rate, 40 Years from Closing Date

Closing Date: November 6, 2006

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Total P+I
06/01/2027	6,065.00	-	6,065.00
09/01/2027	6,065.00	-	6,065.00
12/01/2027	6,065.00	-	6,065.00
03/01/2028	6,065.00	-	6,065.00
06/01/2028	6,065.00	-	6,065.00
09/01/2028	6,065.00	-	6,065.00
12/01/2028	6,065.00	-	6,065.00
03/01/2029	6,065.00	-	6,065.00
06/01/2029	6,064.00	-	6,064.00
09/01/2029	6,064.00	-	6,064.00
12/01/2029	6,064.00	-	6,064.00
03/01/2030	6,064.00	-	6,064.00
06/01/2030	6,064.00	-	6,064.00
09/01/2030	6,064.00	-	6,064.00
12/01/2030	6,064.00	-	6,064.00
03/01/2031	6,064.00	-	6,064.00
06/01/2031	6,064.00	-	6,064.00
09/01/2031	6,064.00	-	6,064.00
12/01/2031	6,064.00	-	6,064.00
03/01/2032	6,064.00	-	6,064.00
06/01/2032	6,064.00	-	6,064.00
09/01/2032	6,064.00	-	6,064.00
12/01/2032	6,064.00	-	6,064.00
03/01/2033	6,064.00	-	6,064.00
06/01/2033	6,064.00	-	6,064.00
09/01/2033	6,064.00	-	6,064.00
12/01/2033	6,064.00	-	6,064.00
03/01/2034	6,064.00	-	6,064.00
06/01/2034	6,064.00	-	6,064.00
09/01/2034	6,064.00	-	6,064.00
12/01/2034	6,064.00	-	6,064.00
03/01/2035	6,064.00	-	6,064.00
06/01/2035	6,064.00	-	6,064.00
09/01/2035	6,064.00	-	6,064.00
12/01/2035	6,064.00	-	6,064.00
03/01/2036	6,064.00	-	6,064.00
06/01/2036	6,064.00	-	6,064.00
09/01/2036	6,064.00	-	6,064.00
12/01/2036	6,064.00	-	6,064.00
03/01/2037	6,064.00	-	6,064.00
06/01/2037	6,064.00	-	6,064.00
09/01/2037	6,064.00	-	6,064.00
12/01/2037	6,064.00	-	6,064.00
03/01/2038	6,064.00	-	6,064.00
06/01/2038	6,064.00	-	6,064.00
09/01/2038	6,064.00	-	6,064.00
12/01/2038	6,064.00	-	6,064.00
03/01/2039	6,064.00	-	6,064.00
06/01/2039	6,064.00	-	6,064.00
09/01/2039	6,064.00	-	6,064.00

\$473,000

Red Sulphur Public Service District (West Virginia)

0% Interest Rate, 40 Years from Closing Date

Closing Date: November 6, 2006

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Total P+I
12/01/2039	6,064.00	-	6,064.00
03/01/2040	6,064.00	-	6,064.00
06/01/2040	6,064.00	-	6,064.00
09/01/2040	6,064.00	-	6,064.00
12/01/2040	6,064.00	-	6,064.00
03/01/2041	6,064.00	-	6,064.00
06/01/2041	6,064.00	-	6,064.00
09/01/2041	6,064.00	-	6,064.00
12/01/2041	6,064.00	-	6,064.00
03/01/2042	6,064.00	-	6,064.00
06/01/2042	6,064.00	-	6,064.00
09/01/2042	6,064.00	-	6,064.00
12/01/2042	6,064.00	-	6,064.00
03/01/2043	6,064.00	-	6,064.00
06/01/2043	6,064.00	-	6,064.00
09/01/2043	6,064.00	-	6,064.00
12/01/2043	6,064.00	-	6,064.00
03/01/2044	6,064.00	-	6,064.00
06/01/2044	6,064.00	-	6,064.00
09/01/2044	6,064.00	-	6,064.00
12/01/2044	6,064.00	-	6,064.00
03/01/2045	6,064.00	-	6,064.00
06/01/2045	6,064.00	-	6,064.00
09/01/2045	6,064.00	-	6,064.00
12/01/2045	6,064.00	-	6,064.00
03/01/2046	6,064.00	-	6,064.00
06/01/2046	6,064.00	-	6,064.00
09/01/2046	6,064.00	-	6,064.00
Total	\$473,000.00	-	\$473,000.00

Yield Statistics

Bond Year Dollars	\$14,281.90
Average Life	30.194 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	-1.16E-12
Bond Yield for Arbitrage Purposes	-1.16E-12
All Inclusive Cost (AIC)	-1.16E-12

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	30.194 Years

(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: _____, 2____.

In the presence of:

RED SULPHUR PUBLIC SERVICE DISTRICT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,026,000

REGISTRATION BOOKS

(No writing on these Books except by the Issuer as Registrar)

<u>Bond No.</u>	<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Secretary of Registrar</u>
<u>AR-1</u>	<u>November 6, 2006</u>	<u>United States Department of Agriculture</u>	
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

10.20.06
742910.00004

November 6, 2006

Red Sulphur Public Service District
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture)

Red Sulphur Public Service District
Peterstown, West Virginia

United States Department of Agriculture
Beckley, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Red Sulphur Public Service District in Monroe County, West Virginia (the "Issuer"), of its \$1,026,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated the date hereof (the "Bonds"), pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), a Bond Resolution duly adopted by the Issuer on November 2, 2006, and a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"). We have examined the law and such certified copies of proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Bond Legislation and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

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

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and a political subdivision of the State of West Virginia with full power to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Bond Legislation has been duly and effectively adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the funds pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's (1) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$4,150,000 (the "2005 A Bonds"), (2) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000 (the "2003 A Bonds"), (3) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original

aggregate principal amount of \$1,538,500 (the "2002 A Bonds"), (4) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500 (the "1999 Bonds"), (5) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser (the "1992 Bonds"), (6) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority (the "1987 A Bonds"), and (7) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated November 8, 2006, issued concurrently herewith in the original aggregate principal amount of \$473,000; and senior and prior to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 16, 1987, issued in the original aggregate principal amount of \$181,173.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

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

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 interest on the Bonds is exempt from personal income taxes and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

Very truly yours,



STEPTOE & JOHNSON PLLC

November 6, 2006

Red Sulphur Public Service District
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B
(West Virginia Infrastructure Fund)

Red Sulphur Public Service District
Peterstown, West Virginia

West Virginia Sewer 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 Red Sulphur Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its \$473,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated November 6, 2006, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Sewer Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2027, and maturing September 1, 2046, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purpose of (i) paying a portion of the costs of acquisition and construction of improvements and extensions to the

existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on November 2, 2006, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

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

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

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System on a parity with respect to liens, pledge and source of and security for payment with the First Lien Bonds and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated November 6, 2006, issued concurrently herewith in the original aggregate principal amount of \$1,026,000, and senior and prior as to liens, pledge and source of and security for payment to the Subordinate Bonds.

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

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

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter adopted 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 BR-1, and in our opinion the form of said Bond and its execution and authentication are regular and proper.

Very truly yours,


STEPH & JOHNSON PLLC

10.24.06
742910.00004

CH851845.3

LAW OFFICES
WILLIAM S. WINFREY, II

W. VA. STATE BAR 4093
1608 MAIN STREET WEST
POST OFFICE BOX 1159
BRINCETON, WV 24740
November 6, 2006

FILE NO.
20-282

TELEPHONE
304-487-1887

TELECOPIER
304-425-7340

Red Sulphur Public Service District
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A
(United States Department of Agriculture)

Red Sulphur Public Service District
Peterstown, West Virginia

United States Department of Agriculture
Beckley, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to Red Sulphur Public Service District, a public service district in Monroe County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a Bond Resolution duly adopted by the Issuer on November 2, 2006, and a Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"), other documents and papers relating to the Issuer and the above-captioned Bonds of the Issuer (the "Bonds"), and documents and orders of The County Commission of Monroe County relating to the creation and expansion of the Issuer and the appointment of members of the Public Service Board of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation when used herein.

I am of the opinion that:

1. The Issuer is a duly created and validly existing public service district and public corporation and political subdivision of the State of West Virginia.
2. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.
3. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect.

4. The execution and delivery of the Bonds and the consummation of the transactions contemplated by the Bonds 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.

5. The Issuer has received all orders and approvals from the Public Service Commission of West Virginia (the "PSC"), including the Recommended Decision of the Public Service Commission of West Virginia entered on January 13, 2006 which became Final Order of the PSC on February 2, 2006 and Commission Order of the PSC dated November 2, 2006, in Case No. 05-1007-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the rates and charges for the sewerage portion of the System, and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the Commission Order dated November 2, 2006 has not expired as of the date hereof. The Issuer and the other parties to such Commission Order have stated that they do not intend to appeal such Commission Order. Such Orders remain in full force and effect.

6. All permits, licenses, approvals, consents, certificates, orders, exemptions and authorizations necessary for the due creation and valid 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 have been entered and/or received, including, without limitation, all requisite orders, certificates, consents and approvals from the County Commission of Monroe County, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, and the Issuer has duly 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 time for appeal of which has expired prior to the date hereof without appeal.

7. 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 Bonds and the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

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

Yours very truly,



William S. Winfrey, II

LAW OFFICES
WILLIAM S. WINFREY, II

W. VA. STATE BAR 4093
1608 MAIN STREET WEST
POST OFFICE BOX 1159
PRINCETON, WV 24740
November 6, 2006

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

FILE NO.

20-282

Red Sulphur Public Service District  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

Red Sulphur Public Service District  
Peterstown, West Virginia

West Virginia Sewer Development Authority  
Charleston, West Virginia

West Virginia Infrastructure and Jobs  
Development Council  
Charleston, West Virginia

Steptoe & Johnson PLLC  
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to Red Sulphur Public Service District, a public service district, in Monroe County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a loan agreement for the Series 2006 B Bonds dated November 6, 2006, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Sewer 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 November 2, 2006, as supplemented by the Supplemental Resolution duly adopted by the Issuer on November 2, 2006 (collectively, the "Bond Legislation"), and other documents, papers, agreements, instruments and certificates relating to the above-captioned Bonds of the Issuer (collectively, the "Bonds") and orders of The County Commission of Monroe County relating to the Issuer and the appointment of the members of the Public Service Board of the Issuer. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

1. The Issuer has been duly created and is validly existing as a public service district and 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, enforceable in accordance with its terms.

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

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

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

6. The Issuer has received all orders and approvals from the Public Service Commission of West Virginia (the "PSC"), including the Recommended Decision of the Public Service Commission of West Virginia entered on January 13, 2006, which became Final Order of the PSC on February 2, 2006 and Commission Order of the PSC dated November 2, 2006, in Case No. 05-1007-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the rates and charges for the sewerage portion of the System, and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the Commission Order dated November 2, 2006, has not expired as of the date hereof. The Issuer and the other parties to such Commission Order have stated that they do not intend to appeal such Commission Order. Such Orders remain in full force and effect.

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 for use of the System, including, without limitation, the receipt of all requisite orders, certificates and approvals from the West Virginia Bureau for Public Health, the Council, the County Commission of Monroe County, and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of resolution prescribing such rates and charges.

8. To the best of my knowledge, there is no litigation, action, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan

Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

9. I have verified that all successful bidders have made required provisions for all insurance and payment and performance bonds and I have reviewed such insurance policies or binders and such bonds for accuracy. I have reviewed the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project and verified 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



LAW OFFICES  
WILLIAM S. WINFREY, II

W. VA. STATE BAR 4093  
1608 MAIN STREET WEST  
POST OFFICE BOX 1159  
PRINCETON, WV 24740

TELEPHONE  
304-487-1887

TELECOPIER  
304-425-7340

FILE NO.

November 6, 2006

02-282

Red Sulphur Public Service District  
P. O. Box 697  
Peterstown, WV 24933

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

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

Step toe and Johnson, Attorneys  
P. O. Box 1588  
Charleston, WV 25326

Re: Final Title Opinion for Red Sulphur Public Service District

Ladies and Gentlemen:

We are counsel to Red Sulphur Public Service District (the "Issuer") in connection with a proposed project to construct the Linside Sewer Extension and Improvements Project (the "Project"). We provide this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") for the Project. Please be advised of the following:

1. The Issuer is a duly created and validly 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 to construct, operate and maintain the Project as approved by the West Virginia Bureau for Public Health.
2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

Red Sulphur Public Service District  
West Virginia Infrastructure and Jobs Development Authority  
West Virginia Water Development Authority

November 6, 2006

Page 2

3. We have investigated and ascertained the location of, and are 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 Pentree, Inc., the Consulting engineers for the Project.

4. We have examined the records on file in the Office of the Clerk of the County Commission of Red Sulphur, West Virginia, the county in which the Project is to be located, and, in our opinion, the Issuer has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights of way, with the exception of those listed in Paragraph 5, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.

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

| <b>Name</b>                  | <b>Tax Map</b> | <b>Parcel</b> |
|------------------------------|----------------|---------------|
| Todd, Wilda M.               | R 29           | 11            |
| Ferguson, Hazel S.           | R 23           | 58            |
| Rasnick, Edward H., et ux    | S 35           | 7             |
| Hinchman, Tonia, et al       | S 35           | 4             |
| Mann, Larry P. et ux         | S 31           | 20.2          |
| Coburn, William S. Jr. et ux | S 34           | 9.8           |

Red Sulphur Public Service District  
West Virginia Infrastructure and Jobs Development Authority  
West Virginia Water Development Authority

November 6, 2006

Page 3

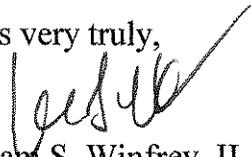
Coburn, William S. Jr. et ux

S 34

9.21

6. All deeds, easements and rights of way which have been acquired to date by the Issuer have been duly recorded in the Office of the Clerk of the County Commission of Monroe County, West Virginia, to protect the legal title to and interest of the Issuer.

Yours very truly,



William S. Winfrey, II

cc: Pentree, Inc



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A  
(United States Department of Agriculture)

CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. AUTHORIZATION AND AWARD OF BONDS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES, ETC.
6. CERTIFICATION OF COPIES OF DOCUMENTS
7. INCUMBENCY AND OFFICIAL NAME, ETC.
8. DELIVERY AND PAYMENT AND USE OF PROCEEDS
9. LAND AND RIGHTS-OF-WAY
10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.
11. CONTRACTORS' INSURANCE, ETC.
12. CONNECTIONS, ETC.
13. MANAGEMENT
14. GRANTS
15. CONFLICT OF INTEREST
16. PROCUREMENT OF ENGINEERING SERVICES
17. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and SECRETARY of the Public Service Board of Red Sulphur Public Service District, in Monroe County, West Virginia (the "Issuer"), and the undersigned COUNSEL for the Issuer, acting for the Issuer and in its name, hereby state and certify on this the 6<sup>th</sup> day of November, 2006, in connection with the Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), No. AR-1, dated the date hereof, fully registered, in the principal amount of \$1,026,000 (the "Series 2006 A Bonds"), as follows:

1. AUTHORIZATION AND AWARD OF BONDS: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Series 2006 A Bonds have been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions from the Purchaser, dated July 16, 2002, and all amendments thereto, and as appears in

Section 7.03 of the Resolution of the Issuer duly adopted on November 2, 2006, and the Supplemental Resolution duly adopted on November 2, 2006, authorizing issuance of the Series 2006 A Bonds (the "Resolution" or "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning as defined in the Bond Resolution when used herein. The Series 2006 A Bonds are being issued on this date to finance a portion of the cost of the acquisition and construction of the Project, herein defined and described, located within the boundaries of the Issuer.

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the issuance and delivery of the Series 2006 A Bonds or receipt of any grant monies, if any, committed for the System, hereinafter defined; nor questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Series 2006 A Bonds; nor in any way questioning or affecting the validity of the grants, if any, committed for the System or the validity of the Series 2006 A Bonds or any provisions made or authorized for the payment thereof, including, without limitation, the pledge or application of any monies or security therefor; nor questioning the existence, powers or proceedings of the Issuer or its Public Service Board (the "Governing Body") or the title of the members and officers thereof to their respective offices; nor questioning the operation of the System or the acquisition and construction of the Project, a portion of the cost of which is being financed out of the proceeds of sale of the Series 2006 A Bonds; nor questioning the rates and charges provided for services of the System.

3. **GOVERNMENTAL APPROVALS:** All applicable and necessary approvals, permits, authorizations, registrations, exemptions, consents 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 Series 2006 A Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project were solicited in accordance with Chapter 5, Article 22, Section 1 of the Official West Virginia Code of 1931, as amended, which bids remain in full force and effect.

The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia (the "Commission") entered on January 13, 2006, which became a Final Order of the Commission on February 2, 2006 and the Commission Order of the Commission entered November 2, 2006, in Case No. 05-1007-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the financing for the Project, and approving the rates and charges for the sewerage portion of the System. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the Commission Order of November 2, 2006, has not expired on the date hereof. The Issuer hereby certifies that it will not appeal such Commission Order and the other parties to such Commission Order have stated that they do not intend to appeal such Commission Order. Such Orders remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval by the Purchaser of a loan to assist in the acquisition and construction of the Project.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 A Bonds and Series 2006 B Bonds as to liens, pledge and source of and security for payment, being the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$4,150,000; (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000; (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture) dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500; (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500; (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (United States Department of Agriculture), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000; (vi) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987, dated November 16, 1987 A, issued in the original aggregate principal amount of \$738,647, held by the Authority (collectively, the "First Lien Bonds"); and (vii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B, issued concurrently with the Series 2006 A Bonds in the original aggregate principal amount of \$473,000 (the "Series 2006 B Bonds"). The Series 2006 A Bonds will be senior and prior, as to liens, pledge and source of and security for payment, to the Issuer's (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 16, 1987, issued in the original aggregate principal amount of \$181,173 (the "Subordinate bonds"), held by the Authority. The First Lien Bonds and Subordinate Bonds are sometimes collectively herein referred to as the "Prior Bonds". Other than the Prior Bonds and the Series 2006 B Bonds, there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2006 A Bonds as to liens, pledge and/or service of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of Parity Bonds or has obtained a sufficient and valid consent or waiver thereof.

5. SIGNATURES, ETC.: The undersigned Chairman and Secretary did, for the Issuer on the date hereof, officially execute and seal the Series 2006 A Bonds with the official corporate seal of the Issuer, an impression of which seal is on this certificate above our signatures and said officers are the duly elected or appointed (as applicable), qualified and serving officers as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Series 2006 A Bonds for the Issuer.

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

Bond Resolution

Supplemental Resolution

Prior Bond Resolutions

Consent of the Authority to Issuance of Parity Bonds

Consent of USDA to Issuance of Parity Bonds

United States Department of Agriculture Letter of Conditions for Series 2006 A Bonds

Infrastructure Council Loan Agreement for Series 2006 B Bonds

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation, Merger and Expansion of District

County Commission Orders of Appointment of Current Board Members

Oaths of Office of Current Board Members

Rules of Procedure

Affidavit of Publication of Notice of Filing

Minutes of Current Year Organizational Meeting

Affidavit of Publication of Public Hearing

Minutes on Adoption of Bond Resolution and Supplemental Resolution

Bureau for Public Health Permit

USDA Letter of Conditions, with all Amendments

United States Department of Agriculture Grant Agreement

Infrastructure Council Grant Agreement

Evidence of Small Cities Block Grant

Evidence of Division of Highways Grant

Evidence of Insurance

NPDES Permit

Revised Operating Agreement with the Town of Peterstown

7. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Red Sulphur Public Service District" and its principal office and place of business are in Monroe County, West Virginia. The Issuer is a public service district and public corporation and political subdivision of the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of three duly appointed, qualified and acting members, whose names and dates of commencement and termination of current terms of office are as follows:

| <u>Name</u>             | <u>Date of<br/>Commencement<br/>of Office</u> | <u>Date of<br/>Termination<br/>of Office</u> |
|-------------------------|-----------------------------------------------|----------------------------------------------|
| Dennis Sibold           | October 1, 2001                               | October 1, 2007                              |
| John S. Porterfield     | August 3, 2005                                | August 2, 2009                               |
| Robert M. Williams, Sr. | August 3, 2005                                | August 2, 2011                               |

The names of the duly elected, appointed, qualified and acting officers of said Public Service Board of said Issuer for the calendar year 2006 are as follows:

|           |   |                     |
|-----------|---|---------------------|
| Chairman  | - | Dennis Sibold       |
| Secretary | - | John S. Porterfield |
| Treasurer | - | John S. Porterfield |

The duly appointed and acting Attorney for the Issuer is William S. Winfrey, II, Esquire, Princeton, West Virginia.

8. DELIVERY AND PAYMENT AND USE OF PROCEEDS: On the date hereof, the Series 2006 A Bonds were delivered to the Purchaser at Peterstown, West Virginia, by the undersigned Chairman for the purposes set forth herein, and at the time of such delivery, the Series 2006 A Bonds have been duly and fully executed and sealed on behalf of the Issuer in accordance with the Resolution.

At the time of delivery of the Series 2006 A Bonds, the undersigned Chairman received \$20,000, being a portion of the principal amount of the Series 2006 A Bonds. Further advances of the balance of the principal amount of the Series 2006 A Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

The Series 2006 A Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.375% per annum is payable from the date of each respective advance.

The Series 2006 A Bonds and the entire proceeds thereof will be used for the purposes herein set forth and for no other purposes.

9. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition, construction, operation and maintenance of the Project and 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 Series 2006 A Bonds.

10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, 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 acquisition, construction, operation and financing of the Project and the System were authorized or adopted at meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including particularly and without limitation, Chapter 6, Article 9A of the official West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed (as applicable), qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

11. CONTRACTORS' INSURANCE, ETC.: All contractors will be required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Letter of Conditions and Commitment of the Purchaser, as amended, and the Resolution.

12. CONNECTIONS, ETC.: The Issuer will serve at least 1,206 bona fide users with the System upon the completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

13. MANAGEMENT: The Issuer has heretofore delivered to the Purchaser a plan concerning operation and management of the System, which plan was found to be acceptable by the Purchaser.

14. GRANTS: As of the date hereof the grant from the West Virginia Infrastructure Fund in the amount of \$1,225,000, the grant from the United States Department of Agriculture in the amount of \$1,974,000, the Small Cities Block Grant in the amount of \$1,000,000 and the Governor's Contingency Fund Grant in the amount of \$1,000,000 are committed and in full force and effect.

15. 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 Series 2006 A Bonds, the Bond Resolution and/or the Project, including, without limitation, with respect to the Depository Bank, as defined in the Bond Resolution. 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.

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

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

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures and the official corporate seal of RED SULPHUR PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Dennis Sibald  
John D. Osterfeld  
W.S. V.H.

Chairman

Secretary

Attorney for Issuer

10.20.06  
742910.00004



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned CHAIRMAN and SECRETARY of the Public Service Board of Red Sulphur Public Service District in Monroe County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the ISSUER, hereby certify, on this the 6<sup>th</sup> day of November, 2006, in connection with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2006 B Bonds" or the "Bonds"), as follows:

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Resolution of the Issuer duly adopted November 2, 2006, and the Supplemental Resolution duly adopted November 2, 2006 (collectively, the "Bond Legislation").

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale

or delivery of the Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of Grant proceeds or the Net Revenues, or in any way contesting or affecting the validity of the Bonds or the Grants, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the collection of the Gross Revenues or the pledge of Net Revenues as security for the Bonds.

3. **GOVERNMENTAL APPROVALS AND BIDDING:** All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

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

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 B Bonds as to liens, pledge and source of and security for payment, being the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated August 11, 2005, issued in the original aggregate principal amount of \$4,150,000; (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000; (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture) dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500; (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500; (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (United States Department of Agriculture), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000; (vi) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, held by the Authority (collectively, the "First Lien Bonds"); and (vii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), issued concurrently with the Series 2006 B Bonds in the original aggregate principal amount of \$1,026,000 (the "Series 2006 A Bonds"). The Series 2006 B Bonds will be senior and

prior, as to liens, pledge and source of and security for payment, to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173 (the "Subordinate Bonds"), held by the Authority. The First Lien Bonds and Subordinate Bonds are sometimes collectively herein referred to as the "Prior Bonds".

The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; (ii) the written consent of the Holders of the First Lien Bonds to the issuance of the Series 2006 A Bonds and Series 2006 B Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holders of the Subordinate Bonds to the issuance of the Series 2006 A Bonds and Series 2006 B Bonds on a senior and prior basis to the Subordinate Bonds. Other than the Prior Bonds, the Series 2006 A Bonds and the Series 2006 B Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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

Bond Resolution

Supplemental Resolution

Prior Bond Resolutions

Consent of the Authority to Issuance of Parity Bonds

Consent of USDA to Issuance of Parity Bonds

United States Department of Agriculture Letter of Conditions for Series 2006 A Bonds

Infrastructure Council Loan Agreement for Series 2006 B Bonds

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation, Merger and Expansion of District

County Commission Orders of Appointment of Current Board Members

Oaths of Office of Current Board Members

Rules of Procedure

Affidavit of Publication of Notice of Filing

Minutes of Current Year Organizational Meeting

Affidavit of Publication of Public Hearing

Minutes on Adoption of Bond Resolution and Supplemental Resolution

Bureau for Public Health Permit

USDA Letter of Conditions, with all Amendments

United States Department of Agriculture Grant Agreement

Infrastructure Council Grant Agreement

Evidence of Small Cities Block Grant

Evidence of Division of Highways Grant

Evidence of Insurance

NPDES Permit

Revised Operating Agreement with the Town of Peterstown

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

| <u>Name</u>             | <u>Date of<br/>Commencement<br/>of Office</u> | <u>Date of<br/>Termination<br/>of Office</u> |
|-------------------------|-----------------------------------------------|----------------------------------------------|
| Dennis Sibold           | 10/1/2001                                     | 10/1/2007                                    |
| John S. Porterfield     | 8/3/2005                                      | 8/2/2009                                     |
| Robert M. Williams, Sr. | 8/3/2005                                      | 8/2/2011                                     |

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 2006 are as follows:

|           |   |                     |
|-----------|---|---------------------|
| Chairman  | - | Dennis Sibold       |
| Secretary | - | John S. Porterfield |
| Treasurer | - | John S. Porterfield |

The duly appointed and acting counsel to the Issuer is William S. Winfrey, II, Esquire in 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 the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds.

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

9. **CONTRACTORS' INSURANCE, ETC.:** All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation and Loan Agreements 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 dates of the Loan Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the Loan Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

11. **RATES:** The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia (the "Commission") entered on January 13, 2006, which became the Final Order of the Commission on February 2, 2006, in Case No. 05-1007-PSD-CN approving the sewer rates and charges for the System and on July 20, 2005, in Case No. 05-0030-PWD-19A, approving the water 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 Orders has expired prior to the date hereof. Such Orders remain in full force and effect.

12. **PUBLIC SERVICE COMMISSION ORDERS:** The Issuer has received the Recommended Decision of the Commission entered on January 13, 2006 which became Final Order of the Commission on February 2, 2006 and the Commission Order of the Commission entered November 2, 2006, in Case No. 05-1007-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project, approving the financing for the Project, and approving the rates and charges for the sewerage portion of the System. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the Commission Order of November 2, 2006, has not expired as of the date hereof. The Issuer hereby certifies that it will not appeal such Commission Order and the other parties to such Commission Order have stated that they do not intend to appeal such Commission Order. Such Orders remain in full force and effect.

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

14. **BOND PROCEEDS:** On the date hereof, the Issuer received \$8,500 from the Authority and the Council, being a portion of the principal amount of the

Series 2006 B Bonds. The balance of the principal amount of the Series 2006 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

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

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

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

18. GRANTS: As of the date hereof the grant from the West Virginia Infrastructure Fund in the amount of \$1,225,000, the grant from the United States Department of Agriculture in the amount of \$1,974,000, the Small Cities Block Grant in the amount of \$1,000,000 and the Governor's Contingency Fund Grant in the amount of \$1,000,000 are committed and in full force and effect.

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

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

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

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Dennis Sibole

Chairman

John Porterfield

Secretary

Wesley

Counsel to the Issuer

10.20.06  
742910.00004



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A  
(United States Department of Agriculture), and  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

I, Robert D. Hazelwood, Registered Professional Engineer, West Virginia License No. 8452, of Pentree, Inc., Princeton, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain additions, improvements and extensions (the "Project") to the existing sewerage system (the "System") of Red Sulphur Public Service District (the "Issuer") to be constructed primarily in Monroe County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on November 2, 2006, as supplemented by the Supplemental Resolution adopted by the Issuer on November 2, 2006, the Letter of Conditions of the Rural Utilities Service (the "RUS") for the Series 2006 A Bonds, dated July 16, 2002, as amended thereto (the "Letter of Conditions"), and the Loan Agreement for the Series 2006 B Bonds, by and between the Issuer and the West Virginia Sewer Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated November 6, 2006 (the "Loan Agreement").

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 my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by RUS, the Authority and the Council, and any change orders approved by the Issuer, RUS, the Council, the Authority, and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least forty years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and the Issuer's counsel, William S. Winfrey, II, Esquire, will, prior to the Issuer executing the construction contracts for the Project, ascertain that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original

**Red Sulphur Public District  
Lindside Sewer Project  
Schedule B as of October 13, 2006**

| <b>A. COST OF PROJECT</b>                           | <b>Total</b>        | <b>SCBG</b>         | <b>State Governor's<br/>Contingency Fund</b> | <b>IJDC Grant</b>   | <b>IJDC Wrap Loan</b> | <b>RUS Grant \$ 1,974,000 /<br/>Rus Loan \$1,026,000</b> |
|-----------------------------------------------------|---------------------|---------------------|----------------------------------------------|---------------------|-----------------------|----------------------------------------------------------|
| <b>1 Construction</b>                               |                     |                     |                                              |                     |                       |                                                          |
| Contract #4                                         | 2,753,225.00        | 203,700.00          | 500,000.00                                   | 612,500.00          | 232,500.00            | 1,204,525.00                                             |
| Contract #5                                         | 2,641,465.00        | 375,000.00          | 500,000.00                                   | 612,500.00          | 232,000.00            | 921,965.00                                               |
| Electrical Service for Lift Station                 | 25,000.00           |                     |                                              |                     |                       | 25,000.00                                                |
| Dot Permits (Estimate)                              | 15,000.00           |                     |                                              |                     |                       | 15,000.00                                                |
| <b>2 Technical Services</b>                         |                     |                     |                                              |                     |                       |                                                          |
| a. Planning                                         | 20,000.00           | 20,000.00           |                                              |                     |                       |                                                          |
| b. Basic Services                                   | 358,000.00          | 286,400.00          |                                              |                     |                       | 71,600.00                                                |
| c. Inspection Services                              | 260,000.00          |                     |                                              |                     |                       | 260,000.00                                               |
| d. Additional Services                              | 70,000.00           | 45,000.00           |                                              |                     |                       | 25,000.00                                                |
| <b>4 Legal &amp; Fiscal</b>                         |                     |                     |                                              |                     |                       |                                                          |
| a. Legal                                            | 30,000.00           |                     |                                              |                     |                       | 30,000.00                                                |
| b. Accounting                                       | 3,500.00            |                     |                                              |                     |                       | 3,500.00                                                 |
| <b>5 Administrative</b>                             | 50,000.00           | 50,000.00           |                                              |                     |                       |                                                          |
| <b>6 Sites &amp; Other Lands</b>                    |                     |                     |                                              |                     |                       |                                                          |
| a. Land acquisition                                 | 35,000.00           |                     |                                              |                     |                       | 35,000.00                                                |
| b. Equipment                                        | 20,000.00           |                     |                                              |                     |                       | 20,000.00                                                |
| LMI Assessment                                      | 19,900.00           | 19,900.00           |                                              |                     |                       |                                                          |
| <b>7 Misc.</b>                                      | 0.00                |                     |                                              |                     |                       |                                                          |
| <b>8 Project Contingency</b>                        | 273,410.00          |                     |                                              |                     |                       | 273,410.00                                               |
| <b>9 TOTAL of Lines 1 through 8</b>                 | <b>6,574,500.00</b> |                     |                                              |                     |                       |                                                          |
| <b>B. COST OF FINANCING</b>                         |                     |                     |                                              |                     |                       |                                                          |
| <b>10 Funded Reserve</b>                            | 0.00                |                     |                                              |                     |                       |                                                          |
| <b>11 Other Costs (RUS interest)</b>                | 95,000.00           |                     |                                              |                     |                       | 95,000.00                                                |
| a. Registrar fees                                   | 500.00              |                     |                                              |                     | 500.00                |                                                          |
| <b>12 Cost of Bond Counsel (Stephoe)</b>            | 28,000.00           |                     |                                              |                     | 8,000.00              | 20,000.00                                                |
| <b>13 TOTAL PROJECT COST (Line 10 plus Line 12)</b> | <b>6,698,000.00</b> | <b>1,000,000.00</b> | <b>1,000,000.00</b>                          | <b>1,225,000.00</b> | <b>473,000.00</b>     | <b>3,000,000.00</b>                                      |
| <b>C. SOURCES OF OTHER FUNDS</b>                    |                     |                     |                                              |                     |                       |                                                          |
| <b>15 State Grants Governor Contingency Funds</b>   | 1,000,000.00        |                     | 1,000,000.00                                 |                     |                       |                                                          |
| <b>16 State Grants SCBG</b>                         | 1,000,000.00        | 1,000,000.00        |                                              |                     |                       |                                                          |
| <b>17 State Grant WVIJDC</b>                        | 1,225,000.00        |                     |                                              | 1,225,000.00        |                       |                                                          |
| <b>18 Other Grants RUS</b>                          | 1,974,000.00        |                     |                                              |                     |                       | 1,974,000.00                                             |
| <b>19 Other Funds</b>                               | 0.00                |                     |                                              |                     |                       |                                                          |
| <b>20 TOTAL GRANTS (Lines 15 through 17)</b>        | <b>5,199,000.00</b> |                     |                                              |                     |                       |                                                          |
| <b>21 Size of Bond Issue</b>                        | <b>1,499,000.00</b> |                     |                                              |                     | <b>473,000.00</b>     | <b>1,026,000.00</b>                                      |

*Thomas Schell*

Red Sulphur Public Service District

11-2-06

Date

*Robert D. Hazelwood, P.E.*

Pentree, Inc.

November 2, 2006

Date



# Jeffrey S. Feamster, CPA

Jeffrey S. Feamster  
Certified Public Accountant  
P.O. Box 982  
Lewisburg, West Virginia 24901

Phone: (304) 647-5980  
Fax: (801) 640-8611  
Cellular: (304) 667-5990  
Email: [jeff@mcsww.com](mailto:jeff@mcsww.com)

November 6, 2006

Red Sulphur Public Service District  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A  
(United States Department of Agriculture), and  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

Red Sulphur Public Service District  
Peterstown, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

United States Department of Agriculture  
Beckley, West Virginia

West Virginia Infrastructure and Jobs  
Development Council  
Charleston, West Virginia

Stephoe & Johnson, PLLC  
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the sewer rates and charges set forth in the Recommended Decision of the Public Service Commission of West Virginia (the "PSC") in Case No. 05-1007-PSD-CN, entered January 13, 2006 which became a final order of the PSC on February 2, 2006 and the water rates and charges set forth in the Commission Order of the Public Service Commission in Case No. 05-0030-PWD-19A, dated July 20, 2005, and projected operation and maintenance expenses and anticipated customer usage as furnished to me by Pentree, Incorporated, Consulting Engineer, it is my opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the Combined Waterworks and Sewerage system (the "System") of Red Sulphur Public Service District (the "Issuer"), will provide for all Operating Expenses of the System and leave a balance each year equal to at least 120% of the maximum amount required in any year for payment of principal and of interest, if any, on the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture) to be issued in the amount of \$1,026,000, and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund) to be issued in the amount of \$473,000 (collectively the "Series 2006 Bonds"), and (ii) all other obligations secured by a lien on or payable from the revenues on a parity with or subordinate to the Series 2006 Bonds, including the Prior Bonds.

It is my further opinion that (i) the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2006 Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2006 Bonds, will not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Prior Bonds, and the Series 2006 Bonds, and (ii) the Net Revenues for the fiscal year following the year in which the Series 2006 Bonds are issued will be at least 120% of the average annual debt service requirements on the Prior Bonds and the Series 2006 Bonds.

Very truly yours,



Jeffrey S. Feamster, CPA



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

On this 6<sup>th</sup> day of November, 2006, the undersigned Chairman of the Public Service Board of Red Sulphur Public Service District in Monroe County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of \$473,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated November 6, 2006 (the "Series 2006 B Bonds" or the "Bonds"), hereby certify as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution duly adopted by the Issuer on November 2, 2006 (the "Bond Resolution"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on November 6, 2006, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2006 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Sewer Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2006 B Bonds were sold on November 6, 2006, to the Authority, pursuant to a loan agreement dated November 6, 2006, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of \$473,000 (100% of par), at which time, the Issuer received \$8,500 from the Authority and the Council, being the first advance of the principal amount of the Series 2006 B Bonds. No accrued interest has been or will be paid on the Series 2006 B Bonds. The balance of the principal amount of the Series 2006 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2006 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Series 2006 B Bonds and related costs.

On the date hereof, the Issuer has simultaneously issued its Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture) in the aggregate principal amount of \$1,026,000 (the "Series 2006 A Bonds"), to pay a portion of the costs of the Project.

7. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Series 2006 B Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Reserve Account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before May 1, 2008. The acquisition and construction of the Project is expected to be completed by December 1, 2007.

8. The total cost of the Project is estimated at \$6,698,000. Sources and uses of funds for the Project are as follows:

SOURCES

|                                                       |                  |
|-------------------------------------------------------|------------------|
| Proceeds of the Series 2006 A Bonds                   | \$ 1,026,000     |
| Proceeds of the Series 2006 B Bonds                   | 473,000          |
| Grant from United States Department<br>of Agriculture | 1,974,000        |
| Infrastructure Grant                                  | 1,225,000        |
| Governor's Contingency Fund Grant                     | 1,000,000        |
| Small Cities Block Grant                              | <u>1,000,000</u> |
| Total Sources                                         | \$ 6,698,000     |

USES

|                                                      |               |
|------------------------------------------------------|---------------|
| Costs of Acquisition and Construction of the Project | \$ 6,574,500  |
| Capitalized Interest on 2006 A Bonds                 | 95,000        |
| Costs of Issuance                                    | <u>28,500</u> |
| Total Uses                                           | \$ 6,698,000  |

9. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2006 B Bonds:

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund;
- (3) Series 2006 Bonds Construction Trust Fund;
- (4) Series 2006 B Bonds Sinking Fund; and
- (5) Series 2006 B Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Resolution, the proceeds of the Series 2006 B Bonds will be deposited as follows:

- (1) Series 2006 B Bonds proceeds in the amount of \$-0- will be deposited in the Series 2006 B Bonds Reserve Account.
- (2) The balance of the proceeds of the Series 2006 B Bonds will be deposited in the Series 2006 Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2006 B Bonds and related costs.

11. Monies held in the Series 2006 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2006 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2006 B Bonds Sinking Fund and Series 2006 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2006 Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 13 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2006 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

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

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

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

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

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

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

21. The Bonds are not federally guaranteed.

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

23. The Issuer has either (a) funded the Series 2006 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2006 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2006 B Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Monies in the Series 2006 B Bonds Reserve Account and the Series 2006 B Bonds Sinking

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

24. Other than the Series 2006 A Bonds, there are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

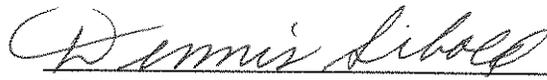
25. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

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

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

WITNESS my signature on the date first written above.

RED SULPHUR PUBLIC SERVICE DISTRICT

A handwritten signature in cursive script, appearing to read "Dennis Liboep", written over a horizontal line.

Chairman

10.20.06  
742910.00004



J. E. THOMPSON

Having been erroneously charged \$2.00 capitation tax which had been paid to the Assessor, as shown by Receipt No. 1151.

It is therefore ordered that the said amount be refunded, applying thereto the amount of \$2.00 capitation tax.

FIDUCIARY SETTLEMENTS AND RELIEF OF BONDSMEN APPROVED

| <u>Decedent or Ward.</u>    | <u>Fiduciary.</u>               | <u>Kind of Bond.</u> | <u>Amount.</u> |
|-----------------------------|---------------------------------|----------------------|----------------|
| G. C. Shaver, Dec'd.        | Pearl Shaver, Exec't.           | F. Sett. - 1000      | A. 1000        |
| William Ashby Young, Dec'd. | Leighton Dransfield, Exec.      | F. Sett. - 1000      | A. 1000        |
| Sidney C. Skaggs, Dec'd.    | Charles F. Skaggs, Adm'r.       | F. Sett. - 1000      | A. 1000        |
| E. H. Wiley, Dec'd.         | Lorana E. Wiley, Exec.          | F. Sett. - 1000      | A. 1000        |
| Mary E. Nash, Dec'd.        | J. Frank and Ralph Nash, Adm'r. | F. Sett. - 1000      | A. 1000        |
| C. W. Thompson, Dec'd.      | Pearl Pence, Adm'r.             | F. Sett. - 1000      | A. 1000        |
| Mattie B. Thompson, Inc.    | Pearl Pence, Com.               | F. Sett. - 1000      | A. 1000        |

And the foregoing settlements having been examined and the Court hereby approved and confirms said settlements and orders the same recorded in the proper fiduciary records of this Court.

And, upon the recommendation of C. E. Ryan, one of the Commissioners of Accounts of this Court, Pearl Shaver, Executrix of the estate of G. C. Shaver, Leighton Dransfield, Executor of the estate of William Ashby Young, deceased, and Charles F. Skaggs, Administrator of the estate of Sidney C. Skaggs, deceased, be relieved and the surety on their bonds be relieved from any further liability in connection with the settlements of the estates herein reported.

And, further upon the recommendation of Forrest Roles, one of the Commissioners of Accounts of this Court, Lorana E. Wiley, Executrix of the estate of E. H. Wiley, deceased, J. Frank and Ralph Nash, Administrators of the estate of Mary E. Nash, deceased, and Pearl Pence, Administratrix and Committee of C. W. Thompson, deceased and Mattie B. Thompson, incompetent, be relieved and the surety on their bonds be relieved from any further liability in connection with the settlements of the estates herein reported.

RECORDED AND INDEXED

PROMULGATING CREATION OF PUBLIC SERVICE DISTRICT

At a regular meeting of the County Court of Monroe County, West Virginia, held at the courthouse on the 6th day of April, 1939, at 10:00 A. M., there were present H. L. Cook, President, and H. L. Waltrip and Charles B. Hines, Commissioners. J. E. Thompson was produced and caused to be read a proposed resolution and order as follows:

" A Resolution and Order Proposing the Creation of a Public Service District in Monroe County, West Virginia, and Providing for the Establishment of a Date of a Public Hearing Thereon and for Publication of a Notice of such Public Hearing."

and moved the adoption of said proposed resolution and order. Copy of said resolution and order was read and, after due consideration, the President called for a vote upon said resolution with the following result:

For the Motion: H. L. Cook, President, H. L. Waltrip, Commissioner, Charles B. Hines, Commissioner.

21 225  
"WHEREAS, the County Court of Monroe County, West Virginia, deeming it to be in the public interest on its own motion proposes the creation of a public service district within Monroe County, West Virginia; and

"WHEREAS, the Town Council of the Town of Peterstown, a municipal corporation located wholly within the proposed public service district, has given its consent to the creation of said public service district, which consent is evidenced by a resolution adopted by the said Town Council on the 10th day of March, 1959, at a regular adjourned meeting of said council, a certified copy of which has been filed with the Clerk of the County Court of said county, a copy of which has been filed with the Clerk of the County Court of said county, which said resolution is as follows:

BE IT RESOLVED, That the Town Council of the Town of Peterstown deems it to be necessary for the health and sanitation of the said Town and its inhabitants and the interests of areas adjacent to the Town that the sewer system of the Town be improved by the making of certain additions thereto and extensions thereof, including the construction of a primary sewage treatment plant or arrangement with some other municipality or body operating a primary sewage treatment plant to accept the sewage effluent from the sewerage system of the said Town; and

BE IT FURTHER RESOLVED, That Dennis M. Leary, Jr., Civil Engineer at Charleston, West Virginia, and W. H. Fife, Jr., Attorney at Law, Beckley, West Virginia, are hereby authorized by the Town of Peterstown as engineer and attorney respectively to render necessary engineering and legal services respectively to accomplish this end; and

BE IT FURTHER RESOLVED, That the Town Council finds that the most practical way of accomplishing this end is the formation of a Public Service District by the County Court of this County with the power to provide sewerage and water services if deemed necessary for the said area, the said Public Service District to include all of the Suburban District of said county, which includes all of the area of the Town of Peterstown; and

BE IT FURTHER RESOLVED, That the Town Council of the Town of Peterstown does hereby give its consent to the Town of Peterstown being included within the boundaries of such proposed district and does hereby request the County Court of Monroe County to form such district.

I, James F. Webb, Recorder of the Town of Peterstown, West Virginia, do hereby certify that the foregoing resolution was duly adopted by the Council of the Town of Peterstown at a regular adjourned meeting of said Council held on the 10th day of March, 1959, at 7:30 o'clock P. M.

James F. Webb  
Recorder  
Town of Peterstown

and

"WHEREAS, pursuant to the provisions of Article 13A of Chapter 15 of the Code of West Virginia, a public hearing is required to be held relative to the creation of the proposed public service district.

"NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the County Court of Monroe County, West Virginia, as follows:

"Section 1. That the County Court of Monroe County, West Virginia, deeming it to be in the public interest, hereby proposes the creation of a public service district within Monroe County, West Virginia, as provided by Article 13A of Chapter 15 of the Code of West Virginia.

"Section 2.

310  
"b) The territory to be embraced in the public service district shall be all of Red Sulphur District, Monroe County, West Virginia.

"c) The purpose of said public service district shall be to construct or acquire by purchase or otherwise and maintain, operate and improve and extend properties supplying sewerage services within such territory.

"d) The territory described above does not include within its limits the territory of any other public service district organized under Article 15A of Chapter 19, Code of West Virginia, but does include the municipal corporation of the Town of Peterstown.

"Section 3. That on the 4th day of May, 1959, at the hour of 10:30 A. M. the County Court shall meet in the Circuit Courtroom in the courthouse at Union, West Virginia for the purpose of conducting a public hearing on the creation of the proposed public service district, at which time and place all persons residing in or owning or having any interest in property in the proposed public service district may appear and shall have an opportunity to be heard for and against the creation of said district, and, at such hearing, the County Court shall consider and determine the feasibility of the creation of the proposed public service district.

"Section 4. That the Clerk of this Court is hereby authorized and directed to give notice of such hearing in substantially the form hereinafter set out to be published on April 23 and April 30, 1959 in The Monroe Watchman, a newspaper of general circulation published in Monroe County.

**"NOTICE OF PUBLIC HEARING ON CREATION OF RED SULPHUR PUBLIC SERVICE DISTRICT"**

"Notice is hereby given that, deeming it to be in the public interest, the County Court of Monroe County, West Virginia on its own motion, it having received the consent of the Town Council of the Town of Peterstown, a municipal corporation lying within the limits of said proposed district, as required by law, has proposed the creation of a public service district within Monroe County for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation and extension of public service properties supplying sewerage services within the district hereinafter described to be named Red Sulphur Public Service District and having the following description:

All of Red Sulphur District in Monroe County, West Virginia.

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 Monroe County will conduct a public hearing on the 4th day of May, 1959, at 10:30 A. M. in the Circuit Courtroom in the courthouse at Union, West Virginia at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for and against the creation of the proposed public service district.

By order of the County Court this 5th day of April, 1959.

ATTEST  
Harold C. McDonald  
Clerk of the County Court of Monroe County, West Virginia

ADJOURNMENT ORDER:

It is ordered that this Court be and the same is hereby adjourned until May 4, 1959.

FIDUCIARY SETTLEMENTS AND REPORT OF CLAIMS, APPROVED.

| <u>Decedent or Ward,</u>   | <u>Fiduciary</u>         | <u>Kind of Settl.</u> | <u>Date</u> | <u>Commissioner of Accounts</u> |
|----------------------------|--------------------------|-----------------------|-------------|---------------------------------|
| Mickey S. Ball, Minor      | J. L. Incles, Guardian   | Settl.                | 4-10-59     | Forrest Holes                   |
| Lewis P. Christie, Deaf'd. | Maxine C. Beckett, Admr. | Settl.                | 4-15-59     | Forrest Holes                   |
| S. B. Leach, Deaf'd.       | J. Harvey Leach, Exec.   | F. Settl.             | 4-15-59     | Forrest Holes                   |

And the foregoing settlements having been examined and the Court hereby approved and confirms said settlements and orders the same recorded in the proper Fiduciary Record of this Court.

And, upon the recommendation of Forrest Holes, one of the Commissioners of Accounts of this Court, J. Harvey Leach, Executor of the estate of S. B. Leach, deceased, be relieved and the surety on their bonds be relieved from any further liability in connection with the settlement of the estate herein reported.

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RED SULPHUR PUBLIC SERVICE DISTRICT:

At a regular meeting of the County Court of Monroe County, West Virginia, held at the courthouse at Union at 10:30 A. M., on Monday, May 4, 1959, there were present, Hiram G. Cook, President, presiding, and H. L. Walkup and Charles O. Hines, Commissioners.

This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed Red Sulphur Public Service District as contemplated and provided for in an order heretofore passed by this court on the 5th day of April, 1959, the president announced that all persons residing in, or owning, or having any interest in property in such proposed public service district desiring to be heard for or against the creation would be heard, and all such interested persons desiring to be heard were given full opportunity.

The County Court, having further discussed and considered the feasibility of the creation of the proposed district, is of the opinion that in the public interest, the said district should be created.

Thereupon, H. L. Walkup moved the passage of the following resolution and order, which motion was duly seconded by Charles O. Hines and passed unanimously by said court.

"WHEREAS, the County Court of Monroe County, West Virginia, did heretofore, by an order passed on the 6th day of April, 1959, fix a date for a public hearing on the creation of the proposed Red Sulphur Public Service District, and in and by said order, provide that all persons residing in or owning, or having any interest in property in the proposed public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the creation of said district; and

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

21-229

"NOW, THEREFORE, Be It Resolved and Ordered by the County Court of Monroe County, West Virginia, as follows:

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

"All of Red Sulphur District in Monroe County, West Virginia.

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

"Section 3. That the County Court of Monroe County, West Virginia has determined that the territory within said county, being all of Red Sulphur District, is so situated that the construction or acquisition by purchase or otherwise, and the maintenance, operation, improvement and extension of properties supplying sewerage service within said territory by said public service district will be conducive to the preservation of public health, comfort and convenience of such area."

The following resolution and order, the passage of which was duly moved by H. L. Walkup and seconded by Charles O. Hines, was passed unanimously by the County Court of Monroe County, West Virginia:

"A RESOLUTION AND ORDER APPOINTING MEMBERS TO PUBLIC SERVICE BOARD OF THE RED SULPHUR PUBLIC SERVICE DISTRICT".

"WHEREAS, the County Court of Monroe County, West Virginia, did heretofore, by resolution and order passed May 4, 1953, create Red Sulphur Public Service District; and

"WHEREAS, under the provisions of Article 13a, Chapter 16, of the Code of West Virginia, the powers of said public service district shall be vested in, and exercised by, a public service board; and

"WHEREAS, the Incorporated Town of Peterstown, having a population as shown by the census for the year 1950, of 571, is located within the boundaries of said public service district:

"NOW, THEREFORE, Be It Resolved and Ordered by the County Court of Monroe County, West Virginia, as follows:

"Section 1. That the said court hereby finds and determines that the following persons, who are residents of Red Sulphur Public Service District are hereby appointed members of the public service board of said district, and their respective terms of office shall be as follows: Frank E. Spencer for a term of six years from May 1, 1959; Charles O. Hines for a term of four years from May 1, 1959; and E. E. Rowe for a term of two years from May 1, 1959.

"Section 2. The aforesaid persons shall meet as soon as practicable at the office of the Clerk of said County Court, and shall qualify by taking the oath of office, and thereafter said appointees constituting the initial public service board of Red Sulphur Public Service District shall meet and organize in compliance with the provisions of Article 13a of Chapter 16 of the Code of West Virginia."

ADJOURNMENT ORDER:

It is ordered that this Court be and the same is hereby adjourned until June 1, 1959, at which time it will convene in Regular Session.

*Charles G. Cook*  
 PRESIDENT

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STATE OF WEST VIRGINIA,  
 COUNTY OF MONROE, TOWNSHIP:

AT A REGULAR SESSION OF THE COUNTY COURT HELD IN AND FOR THE COUNTY OF MONROE, AT THE COURT HOUSE THEREOF ON MONDAY, JUNE 1, 1959: PRESENT, HUGH G. COOK, PRESIDENT, H. H. WALKUP AND CHARLES G. HINES, ASSOCIATE COMMISSIONERS.

VACATION ORDERS APPROVED:

It is ordered that all orders and proceedings had before the Clerk of this Court in Vacation are approved and confirmed.

BILLS APPROVED FOR PAYMENT

It is ordered that all (orders) drafts payable out of the General County Fund issued in payment of the following bills, which have this day been approved by this Court,

| <u>PAYEE</u>               | <u>PURPOSE</u>              | <u>AMOUNT</u> | <u>NO.</u> |
|----------------------------|-----------------------------|---------------|------------|
| E. B. Duncan               | Janitor, N. Y. A.           | 375.00        | 1957       |
| The C. & F. Tel. Co.       | Tel. Services               | 117.06        | 1957       |
| Paul Thompson              | Jail Expense                | 176.00        | 1957       |
| Roy Bowden                 | "                           | 173.00        | 1957       |
| The Monroe Watchmen        | Adv.                        | 67.35         | 1957       |
| Caste & Harris, Inc.       | Office Supplies             | 8.21          | 1957       |
| West Va. State Industries  | "                           | 31.25         | 1957       |
| Donald S. Lavigne, Inc.    | Uniforms                    | 40.19         | 1957       |
| May Office Service         | Office Supplies             | 25.00         | 1957       |
| Sinclair Manifold Products | "                           | 11.00         | 1957       |
| The Geo. D. Barnard Co.    | "                           | 24.87         | 1957       |
| Greenbrier Laundry Co.     | Health Dept. Laundry        | 4.07          | 1957       |
| Monroe Service Station     | Services on Bookmobile      | 6.50          | 1957       |
| The Baker & Taylor Co.     | Book for Bookmobile Library | 7.53          | 1957       |
| The Baker & Taylor Co.     | Books for Bookmobile        | 69.77         | 1957       |
| Betty L. Grimmett          | Work for Sheriff            | 43.00         | 1957       |
| Grace Wickline             | "                           | 23.40         | 1957       |
| Vernie C. Jervis           | Mileage                     | 19.00         | 1957       |
| O. B. Grimmett             | "                           | 42.00         | 1957       |
| Wade C. Neel               | "                           | 23.45         | 1957       |
| Mabel Ballard              | Work for Assessor           | 50.00         | 1957       |
| V. O. Wickline             | Commissions and Mileage     | 207.00        | 1957       |
| T. W. Broyles, Assessor    | Mileage                     | 42.00         | 1957       |
| Sue P. Nichols, Clerk      | Postage--Health Dept.       | 4.00          | 1957       |
| H. C. McDonald, Clerk      | Postage                     | 17.15         | 1957       |
| T. W. Broyles              | Farm Census                 | 100.00        | 1957       |
| H. C. McDonald             | Lunacy --Mileage            | 3.50          | 1957       |
| Dr. W. W. Kersey, Jr.      | Lunacy                      | 5.00          | 1957       |
| Dr. Margueritte, J. Kersey | "                           | 17.50         | 1957       |
| Dr. H. H. Hancock          | "                           | 5.00          | 1957       |
| Wade H. Ballard, III       | "                           | 17.50         | 1957       |

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EXONERATIONS APPROVED.

At a Regular Session of the County Court, held on the 1st day of June, 1959, the Prosecuting Attorney being present and waiving notice of the application for relief from erroneous assessment of taxes as follows:

A. W. THOMPSON

Having been erroneously assessed with a 1954 Ford Automobile which is registered

IN THE COUNTY COMMISSION OF MONROE COUNTY, WEST VIRGINIA

IN RE: Powers of Red Sulphur Public Service District

On December 2, 1991, at a regularly scheduled meeting of the Monroe County Commission, at which time all County Commissioners were present, the said Commissioners did consider the matter of powers of Red Sulphur Public Service District, pursuant to a request for clarification of a prior order dated May 4, 1959, creating Red Sulphur Public Service District.

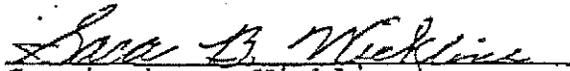
The undersigned Commissioners being asked to consider the matter of the authorized powers of Red Sulphur Public Service District, did review its records and files, and did determine that the aforesaid order does not clearly define the purposes for which the said public service district was created, as it purports to create a public service district with all lawful powers exercised by such districts, but also contains language which could conceivably be construed as limiting the district to sewer services, and that some of the original documentation pertaining to the creation of the public service district indicated it was to include providing water, and that the said district has operated as a water utility and has provided water to its customers for many years, and that all of the records and files within the control of the Monroe County Commission indicate that the intention of said Commission at the time of the creation of Red Sulphur Public Service District, was to create a public service district to provide both water and sewer, and that nothing in said files indicates that the said district is to be a sewer utility only, and upon a proper request for clarification of this point, it was

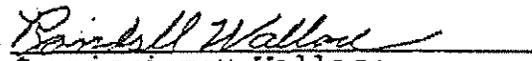
moved, seconded, and adopted by acclamation that Section 3, of the previous order of the Monroe County Commission dated May 4, 1959 be amended to reflect the actual intent of the said commission at that time, as follows:

Section 3: That the County Court of Monroe County, West Virginia has determined that the territory within said county, being all of Red Sulphur District, is so situated that the construction or acquisition by purchase or otherwise, and the maintenance, operation, improvement, and extension of properties supplying sewerage and water services within such territory by said public service district will be conducive to the preservation of public health comfort and convenience of such area.

Nothing further coming to the attention of the Commission at this time, concerning this matter, the Commission did move on to other business on its agenda.

Dated December 2, 1991.

  
Commissioner Wickline

  
Commissioner Wallace

  
Commissioner Sibold

IN THE COUNTY COMMISSION OF MONROE COUNTY, WEST VIRGINIA

In Re: Proposed Merger of Red Sulphur Public Service District and Lindside Public Service District, and Expansion of Boundaries of Red Sulphur Public Service District

On December 3, 1990 at a regularly scheduled meeting of the Monroe County Commission, representatives from Lindside Public Service District and Red Sulphur Public Service District appeared before the Monroe County Commission pursuant to a previous request to merge the two districts, and to expand the territory of the remaining District.

At this time the Commission considered the matter and appearing proper to do so, and upon motion of Commissioner Wickline, duly second by Commissioner Sibold and unanimously passed by the Commission, it is ORDERED and ADJUDGED that the Monroe County Commission on its own motion take the necessary steps to merge the two districts, and to expand the territory to the boundaries described on Exhibit A, hereto, and as shown upon the plat filed herein; that it conduct a public hearing pursuant to West Virginia Code Section 16-13A-2 concerning the proposed merger of the two districts, and the enlargement of the territory of the remaining district; that this hearing take place at the Monroe County Courthouse, Union, West Virginia, on January 7, 1991, at 2:00 p.m.; that the Clerk of this Commission prepare a notice concerning this hearing and cause the same to be published

in the Monroe Watchman as a Class I legal advertisement at the first available publication date; that said notice be posted at five conspicuous spots within the district by the said Clerk which shall be as follows: Peterstown Post Office, Lindside Post Office, Ballard Post Office, Red Sulphur Public Service District Office, Bob's Grocery, Lindside, West Virginia, and Rock Camp Store, Lindside, West Virginia, and nothing further coming to the Commissions attention, it is further ORDERED that the matter stand continued generally pending said hearing.

Dated December 3, 1996

MONROE COUNTY COMMISSION

Sam B. Wickline  
PRESIDENT

H.C. Libald  
COMMISSIONER

Randall W. ...  
COMMISSIONER

EXHIBIT A

BEGINNING at the intersection of latitude 37°28'36" and longitude 80°31'54" which is located on the top of Peters Mountain on the boundary line of the Springfield Tax District of Monroe County, WV with the State of Virginia, thence with said boundary line in a southwestern direction to the intersection of latitude 37°25'59" and longitude 80°37'23", a common point with the boundary of the Red Sulphur Tax District of Monroe County, WV, thence in a southwestern direction with the boundary of the Red Sulphur Tax District and the State of Virginia to the intersection of latitude 37°22'42" and longitude 80°46'12" on top of Peters Mountain, thence with said boundary line to the intersection of latitude 37°25'43" and longitude 80°51'31" to a common point at New River with Mercer County, WV and Summers County, WV, thence leaving common boundary line with State of Virginia and with common boundary line with Summers County in a northeasterly direction to the intersection of latitude 37°31' 24" and longitude 80°47'50", a common point with Springfield Tax District of Monroe County, WV, thence with common boundary line of Springfield Tax District and Summers County in a northeasterly direction to the intersection of latitude 37°34'02" and longitude 80°45'53", thence leaving said boundary line and running through Springfield Tax District S 64°30' E 14.3 miles to to the BEGINNING and containing 119 square miles, more or less, as shown on a map prepared by Pentree, Incorporated, Princeton, WV.

**PUBLIC NOTICES**  
**You Right to Know**

**NOTICE OF PUBLIC HEARING**

Notice of public hearing on proposed merger of Red Sulphur Public Service District and Lindside Valley Public Service District and expansion of boundaries of Red Sulphur Public Service District.

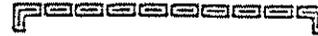
Notice is hereby given that the County Commission of Monroe County, West Virginia, on December 3, 1990, on its own motion, proposed the merging of the Red Sulphur Public Service District and the Lindside Valley Public Service District and the expansion of the boundaries of the Red Sulphur Public Service District to include areas of Springfield Tax District, all within Monroe County, West Virginia, for the purpose of constructing or acquiring by purchase or otherwise, and maintaining, operating, and providing and extending public water (and sewer) service by the Red Sulphur Public Service District to property within said boundaries and also outside said boundaries to the extent permitted by law, which proposed expanded boundaries of Red Sulphur Public Service District are described as follows, to-wit:

BEGINNING at the intersection of latitude 37°28'36" and longitude 80°31'34" which is located on the top of Peters Mountain on the boundary line of the Springfield Tax District of Monroe County, WV with the State of Virginia, thence with said boundary line in a southwestern direction to the intersection of latitude 37°25'39" and longitude 80°37'23", a common point with the boundary of the Red Sulphur Tax District of Monroe County, WV, thence in a southwestern direction with the boundary of the Red Sulphur Tax District and the State of Virginia to the intersection of latitude 37°22'42" and longitude 80°46'12" on top of Peters Mountain, thence with said boundary line to the intersection of latitude 37°25'43" and longitude 80°51'31" to a common point at New River with Mercer County, WV and Summers County, WV, thence leaving common boundary line with State of Virginia and with common boundary line with Summers County in a northeasterly direction to the intersection of latitude 37°31'24" and longitude 80°47'50", a common point with Springfield Tax District of Monroe County, WV, thence with common boundary line of Springfield Tax District and Summers County in a northeasterly direction to the intersection of latitude 37°34'02" and longitude 80°45'53", thence leaving said boundary line and running through Springfield Tax District S 64°30' E 14.3 miles to the BEGINNING and containing 119 square miles, more or less, as shown on a map prepared by Pentree, Incorporated, Princeton, WV.

All persons residing in or owning or having any interest in the property in the present Red Sulphur Public Service District service area or any person residing in or owning or having any interest in the property within the proposed expanded boundaries of the Red Sulphur Public Service District are hereby notified that the County Commission of Monroe County, West Virginia will conduct a public hearing on January 7, 1991 at 2:00 p.m. in its courtroom in the County Courthouse at Union, West Virginia, at which time and place all said interested parties may appear before the Commission and shall have an opportunity to be heard for and against the proposed merger of the Red Sulphur Public Service District and Lindside Valley Public Service District and the proposed expansion of the boundaries of Red Sulphur Public Service District in order to effect the proposed change in the boundaries of public service districts for the aforesaid purposes.

By Order of the County Commission of Monroe County, West Virginia this 2nd day

**Certificate Of Publication**



STATE OF WEST VIRGINIA

COUNTY OF MONROE, S.S.:

I, H. H. Mohler, publisher of THE MONROE WATCHMAN, do certify that the annexed advertisement of.....

Notice of Public Hearing

in the case (matter) of.....

Red Sulphur Public Service Commission

Vs.

Monroe County Commission

was published two (2)..... consecutive weeks in THE MONROE

WATCHMAN, a newspaper published at Union, Monroe County, West

Virginia, beginning the 20th day of December 1990

Given under my hand this 15th day of April

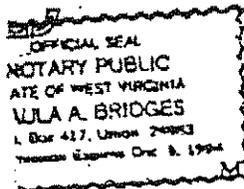
1991

H. H. Mohler  
 Publisher

Given under my hand this 15th day of April

1991

Paula A. Bridges  
 Notary Public



commission expires on the 5th day of Dec

1991

IN THE COUNTY COMMISSION OF MONROE COUNTY, WEST VIRGINIA

IN RE: Proposed Merger, Red Sulphur Public Service District  
and Lindside Public Service District, in Expansion  
of boundaries of Red Sulphur Public Service District

ORDER

On February 4, 1991, the Monroe County Commission met at regularly scheduled meeting, and at that time further considered the proposed merger of Red Sulphur Public Service District, and Lindside Public Service District, as well an expansion of the boundaries of the same, the matter having previously come on for hearing on January 7, 1991, and having been continued from that date to allow further hearing and public discussion at a meeting held at Peterstown, West Virginia, on January 28, 1991, and the matter having been continued to this date for a decision, at which time only Commissioners Sarah Wickline and William Sibold were present, Commissioner Randall Wallace being unable to attend due to illness.

At this time the representatives from the two Public Service Districts in question appeared before the undersigned Commission and the Commission having considered the matter further, it is hereby ORDERED and ADJUDGED by the Monroe County Commission, that the public health, comfort and convenience of the areas in question will be promoted by consolidating the Lindside Valley Public Service District and the Red Sulphur Public Service

District, and by an expansion of its territory, and it is further ordered that Lindside Valley and Red Sulphur Public Service Districts be consolidated and that the boundary of the remaining District to be known as Red Sulphur Public Service District, shall be expanded to the boundaries shown on the exhibit A attached hereto and made a part hereof; that this order is subject to the review and approval of the Public Service Commission of this State and that the Clerk of the undersigned Commission shall cause a true copy of this order to be mailed to Howard Cunningham, Executive Secretary, West Virginia Public Service Commission, Charleston, West Virginia, to serve as notice of this action pursuant to Section 16-13A-2 of the West Virginia Code; that this order is further subject to the review of the State Public Service Commission of a contract between the Town of Peterstown and the Red Sulphur Public Service District dated January 25, 1964, a copy of which is attached hereto as exhibit B, and is further subject to the determination by the said Public Service Commission that said contract purporting to restrict and limit expansion of the service areas of Red Sulphur Public Service District to those areas served at the time of the execution of this contract in 1964, be null and void, and that said contract shall not prohibit in any way the consolidation of said Public Service Districts or the extension of water and sewer service to the Lindside Community.

Dated Feb 6, 1991

MONROE COUNTY COMMISSION

Anna B. Williams

COMMISSIONER

H.C. Lillard

COMMISSIONER

PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

Entered: June 12, 1991

CASE NO. 91-110-PWD-PC

MONROE COUNTY COMMISSION

Petition for approval of merger  
of Red Sulphur Public Service  
District and Lindside Valley Public  
Service District.

RECOMMENDED DECISION

On February 4, 1991, the Monroe County Commission, a public corporation, adopted an Order to merge Red Sulphur Public Service District and Lindside Valley Public Service District and expand the boundaries of the same, with the new territory to be known as the Red Sulphur Public Service District. On February 15, 1991, the Mayor of Peterstown requested a hearing in Peterstown, concerning the aforesaid mentioned merger.

On February 18, 1991, the Public Service Commission received the Monroe County Commission Order for review and approval pursuant to West Virginia Code §16-13A-2.

By Joint Staff Memorandum filed March 13, 1991, Staff Attorney Drexel M. Vealey advised that the Red Sulphur Public Service District currently owns and operates a water treatment plant and distribution system, but Lindside Valley Public Service District neither owns nor operates a water or sewer system. He further stated that the Red Sulphur Public Service District currently had a case pending before the Commission for upgrading its facility to serve the Lindside area. The City of Peterstown objected to the merger and the project because of an existing contract between the City of Peterstown and the Red Sulphur Public Service District, and because of the proposed rate increase needed to fund the project.

As required by West Virginia Code §16-13A-2 and in consideration of the protest by the Mayor of Peterstown, a municipality within the boundaries of Red Sulphur Public Service District, the Administrative Law Judge, by Order entered March 29, 1991, scheduled a hearing on this matter for April 15, 1991, at 1:00 p.m., in the Council Chambers, 125 Thomas Street, Peterstown, Monroe County, West Virginia, and ordered publication of notice of said hearing.

Notice was published and the hearing convened as scheduled. The petitioner, Monroe County Commission, and the two (2) Districts, Red

Both Lindside Valley Public Service District and Red Sulphur Public Service District have systems or system modifications in the early stages of design and have active grant and loan applications pending with various public bodies. (Tr., pp. 23-26). In the spring of 1990, the Lindside Valley Public Service District submitted an application to the GOCID office for a Small Communities Block Grant of \$750,000.00 and an application to Farmers Home Administration for \$700,000.00 in grant/loan consideration. (Tr., p. 23). Since the Monroe County Commission could only submit one (1) Block Grant application, it submitted the application of Lindside Valley Public Service District. The Town of Peterstown submitted a Block grant application to the GOCID office on behalf of the Red Sulphur District in the amount of \$750,000.00. (Tr., p. 24). The Farmer's Home Administration, in reviewing these applications, requested that the two pending systems be merged for one combined project and some of the approved funding is contingent on a combined project. (Tr., pp. 24, 25&28).

The Monroe County Commission received the funding requested in the amount of \$750,000.00 for the Lindside Valley Public Service District. The Town of Peterstown did not receive any grant from its application on behalf of Red Sulphur Public Service District. (Tr., p. 25). The Farmers Home Administration verbally committed to add a \$700,000.00 grant and a \$1,379,000.00 loan to the project if the two (2) projects were combined. (Tr., p. 25).

Mr. Hazelwood testified that both Districts reviewed the engineering reports and responded favorably to combining the projects into one and submitted requests to the Monroe County Commission to merge the two (2) Districts in order to provide both Districts with the needed water system. (Tr., pp. 25&26). Finalization and obligations of funding were completed in January 1991. The loan is to be a five percent loan to be paid back over thirty-eight (38) years. (Tr., p. 26). The engineer further testified that the expected rate per 1,000 gallons of water would be significantly less for the combined project as opposed to the rate for either project constructed separately. (Tr., p. 27). Mr. Hazelwood explained the rates and stated that, without a combined project, there was no commitment from Farmer's Home for grant money and the Red Sulphur Public Service District project would cost 50 cents or 60 cents more per 1,000 gallons. (Tr., p. 28).

The area now encompassing the Lindside Public Service District was originally part of the Red Sulphur Public Service District. The area now sought for inclusion in the merger of the two Public Service Districts also includes a small additional portion of territory in order to encompass the vicinity known as Coalter's Chapel and the small water system located there. (Tr., p. 30). The engineer concurs in the FmHA prediction of more efficient operation and maintenance for the merged Public Service District, through use of the established and operational systems of the active Red Sulphur Public Service District, (Tr., pp. 31-33).

Under cross-examination by the Intervenor Jones, Mr. Hazelwood explained that the water would be obtained from the Red Sulphur Public Service District's existing source, and that alternate water sources would

Tr., pp. 71, 73). Complaints still existed after Mr. Miller became a board member in 1989. (Tr., pp. 73-74).

Mr. Miller discussed the corrective measures mandated by the Department of Health. (Tr., pp. 76-77). Mr. Miller explained that his District hired Pentree; and made every effort to try to get as much grant money as possible. It applied for a grant from the Town Council, Farmers' Home Administration and the Monroe County Commission. (Tr., p. 75). He confirmed that it was the Farmers' Home Administration that suggested the unification of the two systems. (Tr., p. 75). He testified that he was not happy with the proposed merger, but Red Sulphur Public Service District had agreed to merge with Lindside Valley Public Service District and requested that the Monroe County Commission approve same and that the District is requesting approval of the consolidation by the Public Service Commission. (Tr., pp. 78-79).

Mr. Miller testified that, whether the systems are combined or not, the Red Sulphur Public Service District has to provide the Town of Peterstown and the surrounding area with water. (Tr., p. 84). He confirmed that publication was made concerning the meetings. (Tr., p. 86). He explained that Lindside Valley Public Service District was once part of Red Sulphur Public Service District and that the Red Sulphur Public Service District had expanded previously without protest or approval by the Town of Peterstown. (Tr., pp. 89-90).

William C. Sibold testified on behalf of the Petitioner. Mr. Sibold is a member of the Monroe County Commission and during the course of his official duties reviewed and considered a joint request from Lindside Valley Public Service District and Red Sulphur Public Service District for merger. He further stated that during a regular meeting on December 3, 1990, the Commission agreed to take the matter under consideration and to hold a public hearing thereon. A Class II Legal Notice of said meeting was published commencing on December 20, 1990, and the notice was also posted in five different places. (Tr., pp. 92-93).

The matter was discussed at the January 7, 1991 meeting. An additional hearing was held on January 28, 1991. (Tr., p. 94). Mr. Sibold testified that he felt the merger of the two Districts was in the best interests of the public, resulting in a lower overall water rate. (Tr., p. 97).

The final decision was made at the February 4, 1991 meeting. (Tr., p. 104). He also confirmed that, due to the issue raised concerning the effect of a 1964 contract between the Town of Peterstown and Red Sulphur Public Service District, the County Commission conditioned its decision on the Public Service Commission's determination in this regard. (Tr., p. 105). At the conclusion of Mr. Sibold's testimony, the County Commission rested its case.

The Public Service Commission Staff's case was presented through the testimony of Michael W. McNulty, who is a Staff Engineer for the Public Service Commission. Mr. McNulty sponsored Staff's exhibit and recommended approval of the merger and believes it to be in the public interest. (Tr., pp. 108 & 111).

result in higher bills for themselves and others. They offer no specific alternatives nor do they address the health challenge presented by the current public water source.

The impact of rates on the poor and elderly is always of concern to the Public Service Commission, but the Intervenor's attack on this merger does not well serve their neighbors and only results in a shift of attention from the real problem of unreliable and questionable drinking water and the proper forum in which to challenge any resulting construction project.

Mergers and consolidations of public service districts are controlled by West Virginia Code §16-13A-2. That section mandates that the Public Service Commission shall at all times attempt to bring about the expansion or merger of existing public service districts in order to provide increased services. Therefore, the burden of persuasion in this matter falls upon the parties seeking to stop or prevent the merger. This burden has not been met by the Intervenor in this case.

The Petitioner, Monroe County Commission, has presented the testimony of a duly-qualified and experienced engineer as to the efficiency and feasibility of the merger and the challenges which underlie the need for enhanced efficiency and treatment in both regions encompassed by the two Public Service Districts. Mr. Hazelwood is a graduate of two engineering schools, possesses a master's degree in his field of endeavor, and is a State licensed Professional Engineer. The Intervenor did not offer the testimony of a qualified engineer or relevant lay evidence of acceptable, achievable and cheaper alternatives for the Districts' water problems. The Petitioner, Monroe County Commission, has proven that the public interest is well served by the merger of Lindside Valley Public Service District into the Red Sulphur Public Service District.

Procedurally, it appears of record that this matter first came to the agenda of the Monroe County Commission on December 3, 1990. The matter was set for public hearing on January 7, 1991, and a Class II Legal Notice of said hearing was published commencing December 20, 1990, and properly posted. The matter came on for public hearing before the Monroe County Commission on January 7, 1991, and, due to the public response, was set for additional public hearing in Peterstown on January 28, 1991. A final decision of the County Commission was rendered at its regular meeting of February 4, 1991, and reduced to a formal Order accordingly. That Order and a request for review and approval was submitted to the Public Service Commission on February 18, 1991.

It, therefore, appears that the hearing by the County Commission was properly set for a time not less than twenty (20) days nor more than forty (40) days after its initial action on the request for merger, and was properly given public notice, as required by West Virginia Code §16-13A-2. Said hearing was properly convened, continued from time-to-time, and consummated by the County Commission and reduced to a decision and order. Although said Order was not filed for approval with the Public Service Commission within ten (10) days, as directed by the Code, said filing was substantially in compliance with the directorial language of the Code and the late filing is therefore deemed to be harmless. Canyon Public Service

wider-ranging general authority, under West Virginia Code §24-2-2 to regulate the practices of any public utility, notwithstanding any preexisting contractual rights in conflict with the Commission's mandate. Mountain State Water Company v. Town of Kingwood, 121 W.Va. 66, 1 S.E.2d 395 (1939). The Town's contract is, in many respects, a direct usurpation of the Monroe County Commission's direct statutory authority as well as the general regulatory power of the Public Service Commission.

The action of the Monroe County Commission in authorizing the merger of the Lindside Valley Public Service District and the Red Sulphur Public Service District was procedurally correct and is in the public interest, as determined by the appropriate public officials of that county, and, therefore, should be approved, in accordance with the requirements of West Virginia Code §16-13A-2.

#### FINDINGS OF FACT

1. On December 3, 1990, the Monroe County Commission accepted for its consideration the matter of the merger of the Lindside Valley Public Service District into the Red Sulphur Public Service District, and set a public hearing for January 7, 1991, which was published for public notice on December 20, 1990, and posted, as well. (See, Petition and Petitioner's Exhibit No. 9).

2. After a public hearing on January 7, 1991, which was convened and later continued until January 28, 1991, the Monroe County Commission voted to merge the two (2) Districts in question at its regular meeting of February 4, 1991, and an appropriate Order was entered by the County Commission. (See, Petition and Tr., pp. 92-93).

3. In accordance with the requirements of West Virginia Code §16-13A-2, said Order was submitted to the Public Service Commission for its review and approval, by correspondence received February 18, 1991. (See, Petition).

4. By letter received on February 15, 1991, Lawrence D. Munsey, Mayor, requested a public hearing to be held concerning this matter, and by Order entered March 29, 1991, the matter was set for hearing in Peterstown, on Monday, April 15, 1991, at 1:00 p.m., and publication was ordered as well. (See, correspondence and Order).

5. Mr. Hazelwood testified that both Districts reviewed the engineering reports and responded favorably to combining the projects into one and submitted requests to the Monroe County Commission to merge the two (2) Districts in order to provide both Districts with the needed water system. (Tr., pp. 25 & 26). Finalization and obligations of funding were completed in January 1991. The loan is to be a five percent loan to be paid back over thirty-eight (38) years. (Tr., p. 26).

6. Mr. Hazelwood testified that the expected rate per 1,000 gallons of water would be significantly less for the combined project as opposed to the rate for either project constructed separately. (Tr., p. 27).

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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.

*Susan A. Murensky*

Susan A. Murensky  
Administrative Law Judge

SAM:TNT:jas

Certificate Of Publication

XXXXXXXXXX

STATE OF WEST VIRGINIA  
 COUNTY OF MONROE, S.S.:

I, H. H. Mohler, publisher of THE MONROE WATCHMAN, do

certify that the annexed advertisement of

Public Service Commission

Red Sulphur Public Service Commission

Case No. 90-110-PWD-PC

was published (one) consecutive weeks in THE MONROE

WATCHMAN, a newspaper published at Union, Monroe County, West

Virginia, beginning the 11th day of April, 1991.

Given under my hand this 15th day of April, 1991.

W. H. MALKIN  
 Publisher

Given under my hand this 15th day of April, 1991.

Paula A. Bridges  
 Notary Public

My commission expires on the 5th day of Dec. 1991.

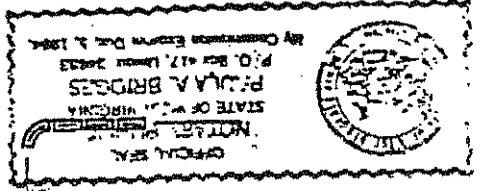
PUBLIC SERVICE COMMISSION  
 OF WEST VIRGINIA  
 CHARLESTON  
 CASE NO. 90-110-PWD-PC  
 MONROE COUNTY COMMISSION  
 Petition for approval of merger  
 of Red Sulphur Public Service  
 District and Lindsade Public  
 Service District

NOTICE OF HEARING

On February 4, 1991, the Monroe County  
 Commission, a public corporation, Monroe  
 County, adopted an order to merge Red  
 Sulphur Public Service District and Lindsade  
 Public Service District as well as for the ex-  
 portion of the boundaries of the same, and that  
 the new territory be known as the Red Sulphur  
 Public Service District. The Red Sulphur  
 Public Service District currently has a case  
 pending before the Commission to upgrade its  
 facility serve the Lindsade area.  
 On February 18, 1991, the Public Service  
 Commission received the Monroe County  
 Commission's Order for review and approval.  
 Pursuant to West Virginia Code §16-13A-2,  
 the Public Service Commission is required to  
 conduct a public hearing in Monroe County,  
 prior to approving, rejecting or modifying the  
 adopted Monroe County Commission Order.  
 A public hearing in this matter has been  
 scheduled to be heard in the Council Chamber,  
 175 Thomas Street, Charleston, Monroe County,  
 West Virginia, on April 15, 1991, 1:00 p.m. At that hear-  
 ing, the Public Service Commission shall  
 receive statements and evidence for the pur-  
 pose of determining if the Order of the Monroe  
 County Commission to merge Red Sulphur  
 Public Service District and Lindsade Public Ser-  
 vice District and create the new district to be  
 known as the Red Sulphur Public Service  
 District is in the public interest.

MONROE COUNTY COMMISSION

3  
 2  
 1



Total cost of advertisement

5 11.25

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 12th day of August, 1991.

CASE NO. 91-110-PWD-PC

MONROE COUNTY COMMISSION

Petition for approval of merger  
of Red Sulphur Public Service  
District and Lindside Valley Public  
Service District.

COMMISSION ORDER

On February 4, 1991, the Monroe County Commission, a public corporation, adopted an order to merge Red Sulphur District and Lindside Valley Public Service District and expand the boundaries of the same, with the new territory to be known as Red Sulphur Public Service District. On April 15, 1991, the mayor of Peterstown requested a hearing in Peterstown concerning the aforementioned merger.

On February 18, 1991, the Public Service Commission received the Monroe County Commission Order for review and approval pursuant to West Virginia Code §16-13a-2. Proper notice was given and a hearing was held on April 15, 1991. The Monroe County Commission and the two Public Service Districts were represented by Robert A. Irons, Esquire. The Staff was represented by Drexel M. Vealey, Esquire. Intervenor status was granted to Lawrence D. Munsey, Mayor of Peterstown, and Tad Jones. In a recommended decision entered on June 12, 1991, an Administrative Law Judge approved the order of the Monroe County Commission merging Lindside Valley Public Service District and the Red Sulphur Public Service District. Exceptions filed by Mayor Munsey were received on June 27, 1991.

DISCUSSION

The evidence has been presented in detail in the Administrative Law Judge's recommended decision and need not be repeated here. It establishes the need for a water system in the Lindside Valley Public Service District and the need for improvement of the existing water system in Red Sulphur Public Service District. It also indicates that need can be met better by a unified district than by two separate districts.

In his letter of exceptions Mayor Munsey maintained that the presentation of petitions signed by three hundred fifty-seven (357) persons opposing the merger of the two districts represented over thirty percent of their registered voters in Red Sulphur Public Service District and required that a vote must be called by the county commission before any further action was taken, citing Code §16-13a-2. He included a portion of this section with his exceptions.

Mayor Munsey's exception is incorrect on this point because §16-13a-2 was amended in 1986 and no longer contains the language on which he relies. The present statute does not require a referendum.

Mayor Munsey also referred to the contract in 1964 between the town of Peterstown and Red Sulphur Public Service District which transferred

operation and maintenance of the town's combined sewer and waterworks to the district. In that agreement Red Sulphur Public Service District agreed not to extend the system beyond the outside boundaries of the same as shown on the present plans without the consent of the Town of Peterstown unless required to do so by the Public Service Commission. His claim that this provision barred the merger in this case was adequately answered by the ALJ in the recommended decision. It should be emphasized, however, that this contract provision conflicts with the provisions of Code §16-13a-2, which provides that a district may not enter into any agreement, contract or covenant that infringes upon, impairs, abridges or usurps the duties, rights or powers of the county commission, set forth in that article, or conflicts with any provision of that article. It should also be added that the contract itself recognizes the power of the Public Service Commission to order additions to the Red Sulphur Public Service District system.

The Public Service Commission will not revise, modify or reverse an Administrative Law Judge's Decision unless the findings therein are arbitrary, unjust, contrary to the evidence or unsupported by the evidence, B&O Railroad v. Public Service Commission, 99 W.Va. 670, 130 S.E. 131 (1925); Weirton Ice and Coal Supply Company v. Public Service Commission, \_\_\_ W.Va. \_\_\_ 240 S.E.2d 686 (1977); Virginia Electric and Power Company, \_\_\_ W.Va. \_\_\_ 242 S.E.2d 698 (1978); or the decision is based on a mistake of law or a misapplication of legal principles, Freston County Light and Power Company v. Public Service Commission, 297 F.Supp. 759 (S.D. W.Va. 1969); Atlantic Greyhound Corporation v. PSC, 132 W.Va. 650, 54 S.E.2d 169 (1949); or the decision is contrary to Commission practice or policy, Mac's Wrecker Service, Inc., M.C. Case No. 3358 (1979); Washington Oil Company, Case No. 80-210-G-X, 68 ARPSCWV 1573 (1981). See Pauley, M.C. Case No. 21783-C (1984); Bartram, M.C. Case No. 21891 (1983).

Upon mature consideration of the matters raised by the exceptions, in review of the Administrative Law Judge's Decision and supporting record, we are of the opinion that the Administrative Law Judge's findings are supported by the record and the decision is rendered in accordance with the applicable law.

#### FINDINGS OF FACT

1. The Lindside area of Monroe County is currently without modern public water utility service and a significant number of private wells in the region are contaminated with coliform bacteria from septic tanks (Tr., p.21).
2. The Red Sulphur Public Service District has been notified by the State Department of Health that quality problems from its spring water source must be solved by establishing a full treatment system (Tr., pp.28-30).
3. The problems of both systems can best be solved by a unified Public Service District (Tr., pp.26-33).

#### CONCLUSION OF LAW

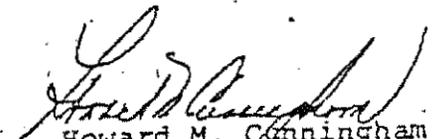
The recommended decision should be affirmed.

#### ORDER

IT IS THEREFORE ORDERED that the recommended decision of June 12, 1991 be and it hereby is affirmed as a final order of the Commission.

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

A True Copy, Teste:

  
Howard M. Cunningham  
Executive Secretary



Monroe County Commission  
Regular Session  
August 3, 2005

State of West Virginia:  
County of Monroe:

At a regular meeting of the Monroe County Commission, called after notice and posting on the front door of the Courthouse of Monroe County, more than 48 hours prior to said meeting, being held on the 3<sup>rd</sup> day of August 2005 with President Dr. Craig Mohler, and Oliver Porterfield and Joyce Pritt, Associate Commissioners, present. Also present was Donald J. Evans, County Clerk.

Julia Light, Circuit Clerk

Julia Light, Circuit Clerk, appeared before Commission requesting additional funding for her office. Ms. Light said that her budget was cut by 3% this year, as was all other county offices and she didn't have enough funding to pay for a second employee, which she desperately needed. Commissioners told Ms. Light that the audit from the State wouldn't be completed until September and the official carry-over wouldn't be determined until then. Commissioners said they would rather wait till then to commit to any additional funding to each office.

Country View Assisted Living

Lonzo Christian and Bobby Shires, representing Country View Assisted Living, appeared before Commissioners. Mr. Christian and Mr. Shires expressed concern over a state grant that was received to run a water line to their facility from a water tank to add additional pressure to operate their sprinkler system. The grant amount was \$33,000.00. Mr. Christian said the grant called for a 10 inch line to be run from the tank to his facility. However, the Red Sulphur Public Service District installed an 8 inch line, and did not run the line all the way to his facility. Mr. Christian had to pay to run the line on to his building. Red Sulphur PSD Board members Robert Williams, Doc Sibold and John Porterfield, and Manager Porter Robertson attended this meeting as well as Bob Hazelwood from Pentec, Inc, the engineer of the project. Mr. Hazelwood said when the grant application was submitted, the figures were merely estimates. After finding out how much pressure was needed for the sprinkler system, Hazelwood said an 8 inch line would be sufficient. In addition, Mr. Christian said the Red Sulphur PSD placed a man-hole in a position where he cannot use his adjoining land for development and ran the line through this property and he cannot develop it. Manager Porter Robertson said the man-hole can be removed but the line is a different story. Mr. Shires and Mr. Christian also expressed concern that if they had a fire at their facility and there was another fire close to their business or the Red Sulphur PSD hooked someone else onto the existing line, would there be enough pressure to operate their sprinkler system. Mr. Hazelwood said the facility would have adequate pressure. The County Commission said they would rely on

information from the engineer since he was qualified to make these decisions relating to the project. No further action taken.

#### Oz Mohler

Oz Mohler of Peterstown appeared before Commission. Mr. Mohler wanted to know why it was taking so long for the Red Sulphur PSD to get water and sewer to his home. Mr. Mohler said he had been told by employees of the Red Sulphur PSD on several occasions that water and sewer would be to his location soon, but Mr. Mohler said he was tired of being lied to. Representatives from the Red Sulphur PSD were on hand from a previous meeting and told Mr. Mohler that work should begin this fall and it was a 12 month contract.

#### Sheriff Bob Mann and Chief Deputy Galuszek

Sheriff Bob Mann and Chief Deputy Joe Galuszek appeared before Commission and presented Commissioners with a pay raise proposal for the deputy sheriffs. Deputy Galuszek said he is willing to give up \$5,000.00 of his salary and give each of the five deputies a one thousand dollar raise. Sheriff Bob Mann approved this proposal. Commissioner Porterfield said if Deputy Galuszek was willing to give up a portion of his salary for a raise for the deputies, he would make a motion to approve this proposal as well. Commissioner Pritt second the motion. Vote was unanimous.

#### Shirley Hall

Shirley Hall, representing the Coalition for Children and Families asked permission to apply for a grant to have a new roof installed at her office. Commissioner Porterfield made a motion approving this request. Commissioner Pritt second the motion. Vote was unanimous. The Coalition for Children and Families building is owned by the county.

#### Oscar Keith Williams Estate

Rosetta Snedon, ex-wife of Oscar Keith Williams, appeared before Commission. Ms. Snedon had filed a claim against the estate of Oscar Keith Williams for a loan they shared while they were married. The executrix of Mr. Williams estate objected to the claim and the matter was referred to Debra Dalton, Fiduciary Commissioner, for a ruling. Ms. Dalton ruled that Ms. Snedon's claim was invalid because it was filed in the time frame given. Commissioner Porterfield made a motion to uphold Ms. Dalton's ruling. Commissioner Pritt second the motion. Vote was unanimous.

#### Red Sulphur Public Service District/ Robert Williams

Commissioner Porterfield made a motion to re-appoint Robert Williams as a board member of the Red Sulphur PSD. Commissioner Pritt second the motion. Vote was unanimous. ✓

#### Service Process Fee

In accordance with recently passed legislation, Commission Porterfield made a motion to increase the service process fee from \$20.00 to \$25.00. Commissioner Pritt second the motion. Vote was unanimous.

#### Dog Catcher

Commissioners received two applications for the position of dog catcher. The applicants were Roger Galford and Calvin Long. After reviewing these applications thoroughly, Commissioner Porterfield made a motion to hire Roger Galford as the county dog catcher. Commissioner Pritt second the motion. Vote was unanimous. Commissioners instructed Mr. Galford to work no more than 20 hours per week and to communicate with the 911 Center for the dog call. Commissioners asked Galford to also work closely with the Animal League.

#### Court Security Grant Bids

The County Clerk advised Commissioners that he had placed the ad in the local newspaper soliciting bids for the security upgrade in the Circuit Courtroom. Bids will be due September 7, 2005 by 9:00 am. This project will be funded by a grant from the Court Security Grant Program.

#### Monroe Animal League

The Monroe County Animal League is to receive a grant from the Governor's Economic Assistance Grant Program. Commissioner Porterfield made a motion to accept the terms and conditions of a grant contract between the County Commission and the WV Development Office and further moved to authorize Dr. Craig Mohler, President of the Commission, to sign the contract on behalf of the Commission. Commissioner Pritt second the motion. Vote was unanimous.

#### Fire Marshall's Report

Commissioners reviewed the Fire Marshall's report for the Courthouse and the Magistrate's Office. Commissioner Mohler will respond to the Fire Marshall's office with a plan of action for the items noted to be corrected in this report.

#### Audit Report

Commissioners reviewed the audit report compiled by the State Auditor's for fiscal year ending June 30, 2004.

#### Prevention Resource Officer Grant

Commissioner Porterfield made a motion authorizing Dr. Craig Mohler, President of the Commission to sign any and all paperwork in reference to the Prevention Resource Officer Grant the county is to receive. Commissioner Pritt second the motion. Vote was unanimous. This grant is for a Prevention Resource Officer at James Monroe High School.

#### Budget Digest: Grants 2005-06

Commissioners reviewed a list of organizations that are to receive funding from the 2005-05 budget digest.

#### Planning Commission

Commissioner Mohler advised that Dave Clark from Cannan Valley Institute will be at the Commission's September meeting to discuss developing a planning commission.

#### Alice Bradley

Commissioner Pritt made a motion to accept the resignation of Alice Bradley, an employee in the Prosecuting Attorney's Office. Commissioner Porterfield second the motion. Vote was unanimous.

#### Tad Jones

Tad Jones from Peterstown appeared before Commission complaining that his real estate taxes were too high. Mr. Jones presented Commissioners with comparable properties, whose owners paid much less than he does. Commissioners advised Mr. Jones that the only time of the year they could deal with complaints of taxes being too high was during the Board of Equalization hearings held in February. Commissioners told Mr. Jones to come back then and they would review his complaint.

#### Prosecuting Attorney Renovations

Commissioner Porterfield made a motion to accept a bid from Bryant Builders in the amount of \$7,800.00 to complete renovations in the Prosecuting Attorney's Office. Renovations will include removal of the old carpet and replace with new, removal of entry door and placement of new dividing wall, security door on new wall with security window and counter top, with a payment of \$2,500.00 up front and the balance on completion of the project. Commissioner Pritt second the motion. Vote was unanimous.

#### Gap Mills Bar

Several residents from the Gap Mills area appeared before Commissioners concerning a rumor of a new bar opening in the Gap Mills area. Those in attendance were Mary Miller, Talma Clarkson, James Clarkson, Gerald Griffith, Rev. Jim Rogers, Carolyn Boggs, Michael Neel, Tommy Martin, Sam Martin, Josh Martin, Mildred Martin, Betty Wylie, Mae Hue Brown, Earl Ripley, Ella Ripley, Catherine Ridgeway, Violet Feury, Jean Mezdows, Bonnie Galford, Barbara Young, Madeline Meadows. All these mentioned individuals were opposed to this bar opening in the Gap Mills area (in the former Mountaineer Food Store). These residents also presented Commissioners with petitions of individuals also opposing this bar. Leona Ratliff Roberts was also in attendance. Ms. Roberts said she was the one improving the building but she hadn't made up her mind if she would open a bar or another type of business. Ms. Ratliff said she had to provide for her three children, and presently operates a bar in Union. Commissioner Porterfield made a motion for the County Commission to oppose the opening of this bar. Commissioner Pritt second the motion. Vote was unanimous. The Commission reminded these residents that they didn't make the decision on whether to issue a license to open this bar. This decision will be made by the WV Alcohol Beverage Commission in Charleston, but the Commission would send a letter to the Commission opposing this opening.

#### Friends of Second Creek

Representatives from the "Friends of Second Creek" appeared before Commissioners providing them with an update of their activities. Jennifer Skaggs, representing the Streams Partners Program, was present and presented the Friends of Second Creek with a \$5,000.00 grant to assist with their efforts in stream restoration. The Indian Creek

Watershed Association also received a grant to from the Streams Partnership Program in the same amount.

#### Herman Weiss Estate

Commissioner Porterfield made a motion to uphold a ruling made Fiduciary Commissioner Debra Dalton, in reference to the estate of Herman Weiss, and approve the final accounting of Mr. Weiss' estate as presented. Commissioner Pritt second the motion. Vote was unanimous. A copy of Ms. Dalton's ruling is placed in Mr. Weiss' estate file.

#### Prosecuting Attorney Rod Mohler

Prosecuting Attorney Rod Mohler appeared before Commissioners talking about supplemental pay for himself. Mr. Mohler said that he had received a grant for his assistant Prosecuting Attorney but she has since resigned. Mr. Mohler said the Prosecuting Attorney's Institute and the grantee of the grant said Mohler can receive the grant as additional compensation for himself. County Clerk Donnie Evans had contacted the State Auditor's Office and they advised that since he was an elected official, he could not accept any additional compensation. Mr. Mohler said he has asked for an opinion from the WV Ethics Commission and expects and answer tomorrow. Commissioners took no further action on this matter.

#### Flood Damage

Commissioners reviewed a letter from Joe Martin, Chief of Staff for Governor Joe Manchin, concerning flood damage caused to four privately owned bridges in the county. Mr. Martin said the Governor's Office would try to find funding for these bridges but it was going to be difficult due to they were not public property. Mr. Martin suggested the owners of these bridges contact their legislators and request a budget digest grant for the repairs.

#### Spruce Run Water Project

The County Clerk advised that the Spruce Run Water Project Grant has been submitted for consideration to Governor Manchin's Office.

#### Homeland Security Grant Funds

The County Clerk advised Commissioners that the County still hasn't received their reimbursement from the State for items purchased under the Homeland Security Grant.

#### John Porterfield/ Red Sulphur PSD

Commissioner Pritt made a motion to re-appoint John Porterfield to the Red Sulphur PSD Board of Directors effective today. Commissioner Mohler second motion. Motion carried 2-0. Commissioner Porterfield abstained since he is a brother to John Porterfield. ✓

#### Estates Approved

Estate of Wade Herman Weiss by Thomas Weiss  
Estate of Johnny Lee Craig by Barbara B. Craig  
Estate of Frank L. Ritchie by Frank B. Lloyd

Estate of Dennis David Crosier by Harold Crosier  
Estate of Lillie Mae Gadd by John Paul Gadd  
Estate of Anna Hall Ballengee by Larry M. Hall  
Estate of Anna Mae Jones by Dreama Coleman  
Estate of Virginia Nell Lane by Sandra S. Via  
Estate of Robert Kester Riner by Ruth Riner  
Estate of Virginia Alice Caldwell by Linda M. Wilson

Exonerations Approved

Jeff and Debra Neel  
James L. Canterbury  
Jason Dean  
Chadwick A. Peters  
Gina Honaker  
Orville Muska  
David W. Smith  
James W. Wickline  
James Edward Mount

Vacation Order

It is ORDERED that all orders and proceedings had before the Clerk of the Monroe County Commission for the month of July 2005 be approved and confirmed.

Adjournment Order

Commissioner Pritt made a motion to adjourn at 4:30 pm. Commissioner Mohler second the motion. Vote was unanimous. It is ORDERED that the court be the same is hereby adjourned until regular session on September 7, 2005.

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Dr. Craig Mohler, President

Monroe County Commission  
Regular Session  
October 1, 2001

State of West Virginia:  
County of Monroe:

At a regular meeting of the Monroe County Commission called after notice and posting on the front door of the Courthouse of Monroe County, more than 48 hours prior to said meeting, being held on the 1st day of October 2001 at 9:00 a.m. with Oliver Porterfield, President, Dr. Craig Mohler and Franklin Campbell, Associate Commissioners, present. Also present was Donald J. Evans, County Clerk.

Brandon Mitchell

Clara Mitchell appeared before the Commission requesting that Valerie Comi be appointed as guardian for her minor son, Brandon Mitchell, age 15. Ms. Mitchell advised Commissioners that they lived in Summers County and her son Brandon wanted to live with her best friend, Valerie Comi, who resides in Monroe County. Commissioner Mohler made a motion to appoint Valerie Comi as guardian for Brandon Mitchell. Commissioner Campbell second the motion. Vote was unanimous. Brandon will attend James Monroe High School.

Sheriff's Deputies

Commissioners met with Sheriff Gerald Bland and all his deputies concerning the number of police cruisers that have been totaled in the last two or three months. Commissioners recently received a letter from William Guy, insurance agent for WV Board of Risk, the County's insurance carrier. Mr. Guy stated that "if the frequency of accidents of accidents continues, the County Commission is looking at a phenomenal increase in insurance premiums". Commissioners said they have had reports of deputies traveling at a high rate of speed. Sheriff Bland said they when they receive a call, they will get to the scene as soon as possible. Commissioners asked the deputies to drive responsible and to be careful, and asked the Sheriff to develop a policy in reference to deputies operating a police cruiser.

Rural Mountain Alliance

Reed VanDenberg, Marti Marshall and Judy Azualy appeared before the Commission providing an update of the Rural Mountain Alliance, formerly RUMCAB.

Lindside Sewer Project Funds

Commissioners recently advertised for interest bids on funds they have on deposit with BB&T. These funds are designated for the Lindside Sewer Project and total \$1,039,000.00. Interest bids were received from the Bank of Monroe, First National Bank of Peterstown and BB&T. The Bank of Greenville declined to place a bid. The Bank of Monroe's bid was 2.75% for the total of funds, First National Bank of Peterstown's bid

was 2.5% on \$250,000.00, and BB&T's bid was Fed Funds target rate minus 15 basis points on the total of funds. Commissioner Campbell made a motion to deposit \$250,000.00 with the First National Bank of Peterstown and the balance with the Bank of Monroe, with the stipulation that each bank pledges security for these funds. Commissioner Campbell second the motion. Vote was unanimous.

#### Gap Mills Post Office

At the request of Stephen Capaldo, Commissioner Campbell made a motion to adopt a resolution requesting that a plaque be placed in the Gap Mills Post Office dedicating the building in honor of Andrew S. Rowan. Commissioner Mohler second the motion. Vote was unanimous. Capaldo is working with Senator Rockefeller, Congressman Rahall and the US Postal Service on this project.

#### Lawrence Bradley

Commissioners reviewed a letter from the Monroe County Health Department concerning a trailer park owned by Lawrence Bradley, located near Peterstown. The Health Department advised Commissioners that the Health Department voted not to renew Mr. Bradley's trailer park permit, which expired September 30, 2001. Commissioner Mohler spoke with Sue Rosshirt from Greenbrier Housing Authority by phone this day. Ms. Rosshirt advised that the Housing Authority can provide housing vouchers to those individuals who live in this trailer park. Commissioners will speak with Prosecuting Attorney Rod Mohler to discuss this matter further.

#### Cellular Telephone Towers

Commissioner Mohler made motion stating that any new construction of a cellular phone tower or communication related tower, or any variance to an existing tower in Monroe County, must be approved by the County Commission. Commissioner Campbell second the motion. Vote was unanimous.

#### Stephen Capaldo

Commissioners reviewed a request from Stephen Capaldo asking the County Commission for \$250.00 to go toward the purchase of a roadside marker. This roadside marker will have "Gap Mills" on one side and "William Jackson Humphreys" on the other side. The total cost is \$1500.00. Capaldo received a grant from the State of West Virginia in the amount of \$750.00. Commissioner Mohler made a motion to deny this request due to present budget restraints. Commissioner Campbell second the motion. Vote was unanimous. Commissioners appreciate all the work Mr. Capaldo has done on this project.

#### Dennis Sibold/Red Sulphur Public Service District

Commissioner Campbell made a motion to re-appoint Dennis Sibold to the Board of Directors of the Red Sulphur Public Service District. Commissioner Mohler second the motion. Vote was unanimous. Commissioners asked the County Clerk to send Sibold a letter advising him that the Commission expects his cooperation on this board with other members.

#### Dorothy Richardson Estate

Commissioners discussed the Dorothy Richardson estate with Prosecuting Attorney Rod Mohler. A few months ago, the final settlement of Ms. Richardson was presented to the County Commission for approval. Commissioners did not approve this accounting until they consult with the Ethics Commission and inquire if the Sheriff can accept a fee for serving as an executor of an estate. Commissioners discussed this matter further on this day with Prosecuting Attorney Rod Mohler. Mohler will seek an opinion from Judge Irons and report back to the Commission.

#### Sheriff's Office Renovations

The County Clerk notified Commissioners that the renovations have been completed by Duane Miller Construction Services. The floor and ceiling were replaced and funding was provided through a grant from the State of West Virginia.

#### Division of Labor

County Clerk Donnie Evans advised Commissioners that he had spoken with Bob Allen, the Commission's attorney representing them in a lawsuit with the WV Division of Labor. Evans asked Allen if the County should proceed with this lawsuit or settle the matter. Allen said he would review the matter and get back with Evans.

#### Magistrate Office/Elizabeth Kountz

Elizabeth Kountz, Magistrate Court Clerk appeared before Commission requesting an air conditioner for the Magistrate Office. Kountz said the present air conditioner no longer works and is about 20 years old. Commissioner Mohler made a motion to approve this request. Commissioner Campbell second the motion. Vote was unanimous.

#### Red Sulphur Public Service District

Commissioner Campbell made a motion to authorizing the Red Sulphur Public Service District to extend their lines into Summers County, if necessary. Commissioner Mohler second the motion. Vote was unanimous.

#### Magistrate Office

Arthur Angus, Security Officer from the WV Supreme Court of Appeals recently advised Commissioner that "half doors" needed to be installed at the Magistrate Office. This would allow the bottom half of the door to remain closed and the top half to remain open. This measure would prohibit citizens from entering the office, but employees could still talk to these individuals. Magistrate Clerk Elizabeth Kountz told Commissioners on this day that they didn't want these doors installed. The County Clerk will speak to Mr. Angus and discuss this matter further.

#### Sinks Grove Property

Commissioners discussed the possibility of selling property in Sinks Grove that the County owns. Commissioners asked the County Clerk to send a letter to all registered voters in the Sinks Grove precinct and notify them that they will hold a public hearing on

this matter before making a final decision to sell the property. This hearing will be held on October 24, 2001 at 7:00 p.m. at the Courthouse. A notice will also be placed in the local newspaper notifying the public of this hearing.

#### Peterstown Bridge

The County Clerk said Danny Evans from the Department of Highways recently called the District Office to check the status of replacing the Peterstown Bridge. Evans said there was no new discussion on the matter.

#### Police Cruisers

Deputy Joe Galuszek notified Commissioners that the new police cruisers will arrive this Wednesday.

#### Lindside Sewer Project

Commissioner Mohler made a motion to approve drawdown #5 for the Lindside Sewer Project in the amount of \$16,300.00 payable to Pentree Inc. for engineering services for the Lindside Sewer Project. Commissioner Campbell second the motion. Vote was unanimous.

#### Bicentennial Seal

Commissioner Campbell made a motion authorizing the County Tourism Bureau to use the County's Bicentennial Seal. Commissioner Mohler second the motion. Vote was unanimous.

#### County Bills

Commissioner Mohler made a motion authorizing the County Clerk to pay all of the County's delinquent bills, excluding Regional Jail bills, but further authorized him to pay the January Regional bill. Commissioner Campbell second the motion. Vote was unanimous.

#### Raymond Daugherty Estate

Commissioners reviewed an opinion from H.L. Sarver, Jr., fiduciary commissioner, in reference to the Raymond Daugherty estate. William Daugherty, son of Raymond Daugherty, objected to the final settlement of Raymond Daugherty. The County Commission referred the estate to Mr. Sarver. Mr. Sarver stated that he has reviewed the estate file and spoke with Betty Daugherty, executrix of the Raymond Daugherty estate. Mr. Sarver felt that in his opinion, Ms. Daugherty has done all that is required in the settlement of this estate. Based on Mr. Sarver's opinion, Commissioner Mohler made a motion to approve the final settlement of Raymond Daugherty. Commissioner Campbell second the motion. Vote was unanimous.

#### Exonerations approved

|                  |               |                           |
|------------------|---------------|---------------------------|
| Verner Riffe     | Emogene Allen | First Union National Bank |
| Marshall Vanscoy | Tasha Miller  | Dewey Ashley              |
| Tasha Miller     | Dewey Ashley  | Coy Burns                 |



MUNROE COUNTY COMMISSION  
OATH Clerk 14  
Date/Time: 08/15/2005 14:11  
Inst #: 29578  
Book/Page: 2- / 457-  
Recd/Tax: .00 .00

## OATH OF OFFICE AND CERTIFICATE

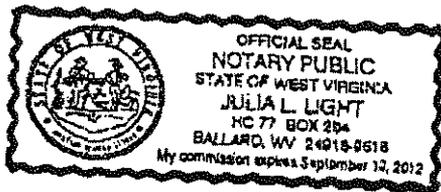
STATE OF WEST VIRGINIA,  
COUNTY OF MONROE, TO WIT:

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 RED Sulphur P.S.D Board Member to the best of my skill and judgment  
SO HELP ME GOD.

Red Sulphur

Subscribed and sworn before me, in said County and State,  
this 15 day of August, 2005.

My Commission expires: September 13, 2012



Julia L. Light  
NOTARY PUBLIC

MONROE COUNTY COMMISSION 324  
OATH Clerk 03  
Date/Time: 10/10/2001 13:25  
User: E 13693  
Auth Fee: 2.7 25  
Recd/Tax: .00 .90

OATH OF OFFICE AND CERTIFICATE

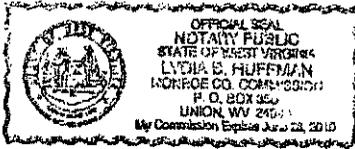
STATE OF WEST VIRGINIA,  
COUNTY OF MONROE, TO WIT:

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 Board Member, Red Sulphur Public Service District to the best of my skill and judgment SO HELP ME GOD.

Dennis L. Leland

Subscribed and sworn before me, in said County and State, this 10 day of Oct., 19 2001.

My Commission expires 6-28-2010.



Lydia B. Huffman  
NOTARY PUBLIC

WEST VIRGINIA, IN MONROE COUNTY CLERK'S OFFICE

October 10, 2001, at 1:25 P.M.

This oath was this day presented in this office and together with the certificate thereto annexed is admitted to record.

Donald J. Evans  
Donald J. Evans, Clerk of the Monroe County Commission

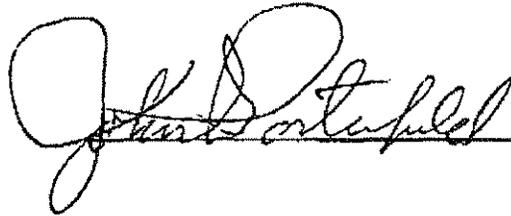
STATE OF WEST VIRGINIA,  
COUNTY OF MONROE, TO WIT:  
I, DONALD J. EVANS, Clerk of the County Commission of Monroe County, do hereby certify that the foregoing and hereto annexed writing to a true copy of a Oath as found of record at this office in Book No. 2 at Page No. 326.  
Given under my hand and seal of said commission on this 26 day of October, 2001.  
Donald J. Evans  
MONROE COUNTY COMMISSION  
BY B. 7801443 Deputy

MONROE COUNTY COMMISSION  
OATH Clerk 14  
Date/Time: 08/03/2005 11:18  
Inst #: 29403  
Book/Page: 2- / 456--  
Recd/Tax: .00 .00

## OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA,  
COUNTY OF MONROE, TO WIT:

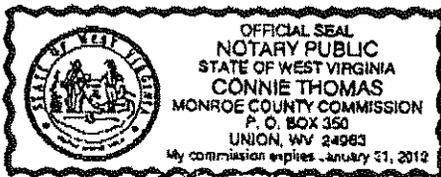
I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Board Member, Red Sulphur Public Service Dist to the best of my skill and judgment  
SO HELP ME GOD.



Subscribed and sworn before me, in said County and State,  
this 3rd day of August, 2005.

My Commission expires: JANUARY 31, 2012

Connie Thomas  
NOTARY PUBLIC



Expired  
Sept, 2011



RULES OF PROCEDURE  
RED SULPHUR PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: RED SULPHUR PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at Rt. 219, 200 Market Street, Peterstown, Monroe County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Red Sulphur Public Service District, and in the center "seal" as follows:

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

## ARTICLE III

### MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by The County Commission of Monroe County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

## ARTICLE IV

### MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the third Tuesday 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, 2 members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least 3 days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

## PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of such Public Service Board, and the date, time, place and purpose of all special meetings of such Public Service Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Public Service Board of the Public Service District at the front door or bulletin board of the Monroe County Courthouse and at the front door or bulletin board of the place fixed for regular meetings of the Public Service Board of the date, time and place fixed and entered of record by the Public Service Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Public Service Board not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Public Service Board at the front door or bulletin board of the Monroe County Courthouse and at the front door or bulletin board of the place fixed for the regular meetings of the Public Service Board not less than 72 hours before a special meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

## ARTICLE V

### OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

## ARTICLE VI

### DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary

or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

## ARTICLE VII

### AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 9th day of July, 2002.

07/03/02  
742910.99001



Certificate Of Publication

76

STATE OF WEST VIRGINIA

COUNTY OF MONROE, S.S.:

I, Dale P. Mohler, publisher of THE MONROE WATCHMAN, do certify

the annexed advertisement of "Notice of PSC Filing"

is a Certificate of Convenience and

Necessity."

in the case (matter) of Red Sulphur Public Service District

Peterstown, WV

published Two (2) consecutive weeks in THE MONROE

WATCHMAN, a newspaper published at Union, Monroe County, West Virginia, beginning the 14th day of April, 2005

Given under my hand this 25th day of April

2005

Dale P. Mohler

Publisher

Given under my hand this 25th day of April

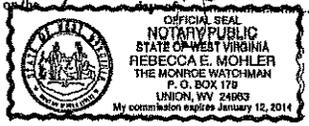
2005

Rebecca E. Mohler

Notary Public

My commission expires on the 12th day of

2014



NOTICE OF PRE-FILING... State of West Virginia... Public Service Commission... NOTICE IS HEREBY GIVEN that Red Sulphur Public Service District, a public utility, has given notice to the Public Service Commission of its intent to file an Application for a Certificate of Convenience and Necessity for the construction, operation, and maintenance of wastewater collection system facilities to serve approximately 205 new customers in the Lindsloe and Peterstown areas of the District in Monroe County, West Virginia... The project will consist of upgrading existing wastewater collection system facilities and constructing new wastewater collection system facilities to serve approximately 205 new customers in the Lindsloe area of the District with the cost of the project estimated not to exceed \$4,500,000... The District intends to finance the project by the following means: The issuing of revenue bonds through the USDA Rural Utilities Service in the amount not to exceed \$1,026,000 with the remaining funding for the project to be provided as a grant from USDA Rural Utilities Service and the West Virginia Development Office... The proposed project-related rates for the project are estimated not to exceed the following: Sewer Rates (Based on Water Usage) First 2,000 Gallons Used Per Month \$13.56 per 1,000 gallons Next 25,000 Gallons Used Per Month \$1.18 per 1,000 gallons Next 75,000 Gallons Used Per Month \$1.51 per 1,000 gallons All Over 102,000 Gallons \$14.85 per 1,000 gallons Minimum Charge \$27.12 per month No bill will be rendered for less than the following amounts - \$27.12 per month (based on 2,000 gallons) Unmetered Charge (based on 4,500 gallons) \$42.57 per month These rates represent the following increases: Residential \$11.00 Commercial, Industrial \$12.00 The proposed increased rates and charges and increased number of customers will produce approximately \$177,000 annually in additional operating revenue, an increase of approximately 42%... The increase shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing... Landfill Leachate and Unusual Waste Charge The landfill leachate charge and unusual waste charge shall be a minimum of \$13.56 per 1000 gallons. Alternate tariffs for users producing unusual wastes as may be approved by the PSC may be applicable including the attached Schedule A... Surface or Ground Water Charge Where evidence of a violation exists, a surcharge to the customer may be added in accordance with Public Service Commission Rule 5.4.19. Formula for calculating the surcharge for rain and surface water: S = A x R x 0.0006233 x C, where: S = surcharge in dollars A = area draining into District's collection system in square feet R = rainfall in inches C = approved sewer charges (\$13.56 Per 1,000 Gallons) Delayed Payment Penalty The above tariff is net. On all accounts not paid in full within twenty (20) days of the date of the bill, ten percent (10%) will be added to the net current amount for each bill where it is applicable... Project Preconstruction Tap Fee The tap fee shall be \$100.00 for all customers requesting service prior to beginning of construction of the project. After construction begins, the tap fee will be \$300.00... Tap Fee A tap fee of \$300.00 will be charged to customers applying for service outside of certificate proceeding before the Commission for each new tap to the system... Returned Check Charge A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds... Leak Adjustment Increment \$1.54 per 1000 gallons. To be used where the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historic usage... Any increase in rates and charges will not become effective until authorized and approved by the Public Service Commission in the Certificate of Convenience and Necessity Application. Following the filing of the formal Application there will be an additional public notice and opportunity for the submission of public protest. It is anticipated that the formal Application will be filed within 30 days of the publication of this notice... Red Sulphur Public Service District, a public utility in Monroe County, West Virginia, is hereby notified that the Public Service Commission has approved the Certificate of Convenience and Necessity for the construction, operation, and maintenance of wastewater collection system facilities to serve approximately 205 new customers in the Lindsloe and Peterstown areas of the District in Monroe County, West Virginia... RED SULPHUR PUBLIC SERVICE DISTRICT SEWER OPERATIONS SCHEDULE A CHARGE FORMULA TO BE APPLIED IN THE CASE OF USERS PRODUCING UNUSUAL WASTE The charge for the treatment of unusual waste will be calculated on the basis of the following formula: C = VoVi + BoBi + SoSi + NoNi Where: C = surcharge to unusual users per year Vo = average unit cost of transport and treatment chargeable to volume, in dollars per gallon Vi = volume of wastewater from unusual users, in gallons per year Bo = average unit cost of treatment, chargeable to Biological Oxygen Demand (BOD), in dollars per pound Bi = weight of BOD from unusual users, in pounds per year So = average unit costs of treatment (including sludge treatment) chargeable to total solids, in dollars per pound Si = weight of total solids from unusual users, in pounds per year No = average unit costs of treatment chargeable to Nitrogenous Oxygen Demand (NOD), in dollars per pound Ni = weight of NOD from unusual users, in pounds per year When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgement of the Public Service District, should not be introduced into the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefor, based upon the formula set out above. Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the Red Sulphur Public Service District records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the unusual user, or refund given by Red Sulphur Public Service District, as the case may be. Such audit figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.



**Regular Meeting- January 3, 2006 at 4:30 P.M.**

Present: Dennis Sibold, Robert M. Williams, Sr. and John S. Porterfield

Also Present: Ceresia Williams, Lee Ann Gore and Jr. Terry

Bob Hazelwood, Pentree, Inc.

No Guest Present at this meeting

First order of business for the New Year was the election of officers:

A motion was made by Bob Williams, Second by John Porterfield to elect Dennis Sibold as Chairman for 2006.

A motion was made by John Porterfield to appoint Bob Williams as Secretary/Treasurer; Bob Williams declined to serve as Secretary/Treasurer and made a motion to appoint John S. Porterfield as Secretary/Treasurer, Dennis Sibold second the motion.

Minutes of Previous meeting approved as read

Motion: John Porterfield

Second: Bob Williams, Unanimous by board.

**UNFINISHED BUSINESS/OLD BUSINESS:**

Dennis asked if we had heard anything from Danny Booth in regards to his extension? Ceresia stated that he had picked up his copy of Alternate Main Line Extension and Water Rule 5.5 but he has not been back to the office.

Bob Williams discussed the water extension in the Lindside area, known as Back Valley Road and would it be possible to use somebody else for the completion of the project. John Porterfield stated that Porter should ask Kenneth Vass for a price, as the men are covered over with work now.

**NEW BUSINESS:**

Ceresia discussed the need to upgrade the Server in the office because of all the new customers that have been added since the existing server has been in place. Memory is getting full and it is slowing down the speed of the computers. Also we now have the ability to scan water card, which will be bar coded for receipt entry. The cost of this scanner would be \$250.00. Cost of the upgrade would be \$2,556.00, plus labor and set up. Mountaineer Computer Systems furnished the above prices.

Motion to upgrade server: Bob Williams

Second: John Porterfield, unanimous by board. (copy of quote is attached)

Next for discussion was Greg Dunn. He made Porter aware that the driveway for Cecil Mills goes across his property and he does not want any heavy equipment to go thru there except in an emergency. Porter had asked that this be mentioned to the board, as we may need to check right of ways for Greg Dunn and Cecil Mills. We had a leak on 12/14/05 and he told us not to go on his property. His mother, Lee Anna Dunn, gave the property to him, his brother and his sister.

Engineers Report:

Bob Hazelwood had the following change orders for board approval.

Contract change order Phase II, Water system Upgrade and Extensions, Contract 4-Bozoo water mains and water system upgrade. Amount of change in contract price \$88,232.11

Contract change order Phase II, Water system Upgrade and Extensions, Contract 4-Bozoo water mains and water system upgrade. This is an adjusting change order in the amount of \$36, 434.92.

Motion to sign and approve Change Orders: John Porterfield  
Second: Bob Williams and unanimous by board. (change orders are attached)

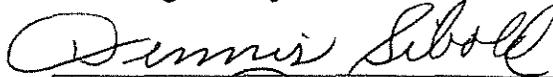
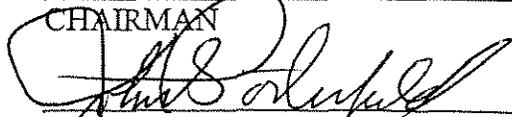
Bob Hazelwood presented Engineer's Agreement between Red Sulphur PSD and Pentree, Inc. for Greenville Water Upgrade and Extension for approval.

Motion to approve: Bob Williams  
Second John Porterfield, unanimous by board.

Board and Bob Hazelwood discussed using USDA funds to purchase a utility truck. Bob Hazelwood stated that we needed to file a change order and ask permission to use funds for a truck.

Motion to file for a change order-Bob Williams  
Second: John Porterfield, unanimous by board.

With no further business a motion to adjourn was made by Bob Williams, Second by John Porterfield, unanimous by board. Meeting was adjourned at 5:15 P.M.

  
\_\_\_\_\_  
CHAIRMAN  
  
\_\_\_\_\_  
SECRETARY



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A  
(United States Department of Agriculture), and  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION OF BOND  
RESOLUTION AND SUPPLEMENTAL RESOLUTION

The undersigned SECRETARY of the Public Service Board of Red Sulphur Public Service District, hereby certifies that the following is a true and correct excerpt of the minutes of a special meeting of the said Public Service Board:

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The Public Service Board of Red Sulphur Public Service District met pursuant to notice duly posted, on the 2nd day of November, 2006, at the District's offices in Peterstown, West Virginia, at the hour of 10:00 am.

|          |                     |   |                         |
|----------|---------------------|---|-------------------------|
| PRESENT: | Chairman            | - | Dennis Sibold           |
|          | Secretary/Treasurer | - | Robert M. Williams, Sr. |
|          | Member              | - | John S. Porterfield     |

ABSENT:           None.

Dennis Sibold, Chairman, presided, and Robert M. Williams, Sr., 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.

Next, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE FACILITIES OF RED SULPHUR PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,026,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN \$473,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by John Porterfield and seconded by Robert M. Williams, Sr., it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 B (WEST

VIRGINIA INFRASTRUCTURE FUND), OF RED SULPHUR PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2006 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2006 A BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2006 B BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by John Porterfield and seconded by Robert M. Williams, Sr., it was unanimously ordered that the said Resolution be adopted and be in full force and effect on and from the date hereof.

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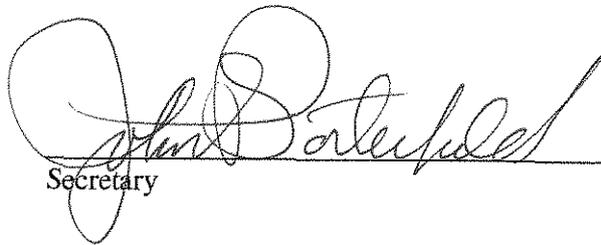
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There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

CERTIFICATION

I hereby certify that the foregoing action of Red Sulphur Public Service District remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 6th day of November, 2006.

  
Secretary

10.20.06  
742910.00004



Date of Report: November 6, 2006

ISSUE: Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund)

ADDRESS: Post Office Box 697, Peterstown, Monroe County, West Virginia 24963 COUNTY: Monroe

PURPOSE OF ISSUE: New Money: X  
 Refunding: \_\_\_\_\_ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: November 6, 2006 CLOSING DATE: November 6, 2006

ISSUE AMOUNT: \$473,000 RATE: 0%

1ST DEBT SERVICE DUE: June 1, 2027 1ST PRINCIPAL DUE: June 1, 2027

1ST DEBT SERVICE AMOUNT: \$6,065.00 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Stephoe & Johnson PLLC  
 Contact Person: John C. Stump  
 Phone: 304.353.8196

UNDERWRITERS COUNSEL: Jackson Kelly PLLC  
 Contact Person: Samme L. Gee, Esquire  
 Phone: 304.340.1318

CLOSING BANK: First Community Bank  
 Contact Person: Nancy Utterback  
 Phone: 304.753.4311

ESCROW TRUSTEE: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

KNOWLEDGEABLE ISSUER CONTACT  
 Contact Person: Dennis Sibold  
 Position: Chairman  
 Phone: 304.753.4003

OTHER: West Virginia Infrastructure & Jobs Development Council  
 Contact Person: Jeff Brady, P.E.  
 Function: Executive Director  
 Phone: 304.558.4607

DEPOSITS TO MBC AT CLOSE:  
 By: \_\_\_\_\_ Wire \_\_\_\_\_ Accrued Interest: \$ \_\_\_\_\_  
 \_\_\_\_\_ Check \_\_\_\_\_ Capitalized Interest: \$ \_\_\_\_\_  
 \_\_\_\_\_ Other: \_\_\_\_\_ Reserve Account: \$ \_\_\_\_\_  
 \_\_\_\_\_ Other: \_\_\_\_\_ Other: \$ \_\_\_\_\_

REFUNDS & TRANSFERS BY MBC AT CLOSE  
 By: \_\_\_\_\_ Wire \_\_\_\_\_ To Escrow Trustee: \$ \_\_\_\_\_  
 \_\_\_\_\_ Check \_\_\_\_\_ To Issuer: \$ \_\_\_\_\_  
 \_\_\_\_\_ IGT \_\_\_\_\_ To Cons. Invest. Fund: \$ \_\_\_\_\_  
 \_\_\_\_\_ To Other: \_\_\_\_\_ To Other: \$ \_\_\_\_\_

NOTES: \_\_\_\_\_  
 \_\_\_\_\_

FOR MUNICIPAL BOND COMMISSION USE ONLY:  
 DOCUMENTS REQUIRED: \_\_\_\_\_  
 TRANSFERS REQUIRED: \_\_\_\_\_

WV MUNICIPAL BOND COMMISSION  
8 Capitol Street  
Suite 500, Terminal Building  
Charleston, WV 25301  
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: November 6, 2006

ISSUE: Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds,  
Series 2006 B (West Virginia Infrastructure Fund)

ADDRESS: Post Office Box 697, Peterstown, Monroe County, COUNTY: Monroe  
West Virginia 24963

PURPOSE OF ISSUE: New Money: X  
Refunding: \_\_\_\_\_ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: November 6, 2006 CLOSING DATE: November 6, 2006

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1ST DEBT SERVICE DUE: June 1, 2027 1ST PRINCIPAL DUE: June 1, 2027

1ST DEBT SERVICE AMOUNT: \$6,065.00 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson PLLC UNDERWRITERS COUNSEL: Jackson Kelly PLLC  
Contact Person: John C. Stump Contact Person: Samme L. Gee, Esquire  
Phone: 304.353.8196 Phone: 304.340.1318

CLOSING BANK: First Community Bank ESCROW TRUSTEE: \_\_\_\_\_  
Contact Person: Nancy Utterback Contact Person: \_\_\_\_\_  
Phone: 304.753.4311 Phone: \_\_\_\_\_

KNOWLEDGEABLE ISSUER CONTACT OTHER: West Virginia Infrastructure & Jobs  
Contact Person: Dennis Sibold Development Council  
Position: Chairman Contact Person: Jeff Brady, P.E.  
Phone: 304.753.4003 Function: Executive Director  
Phone: 304.558.4607

DEPOSITS TO MBC AT CLOSE: \_\_\_\_\_  
By: \_\_\_\_\_ Wire \_\_\_\_\_ Accrued Interest: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ Capitalized Interest: \$ \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_ Reserve Account: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_

REFUNDS & TRANSFERS BY MBC AT CLOSE  
By: \_\_\_\_\_ Wire \_\_\_\_\_ To Escrow Trustee: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ To Issuer \$ \_\_\_\_\_  
\_\_\_\_\_ IGT \_\_\_\_\_ To Cons. Invest. Fund \$ \_\_\_\_\_  
\_\_\_\_\_ To Other: \_\_\_\_\_ \$ \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_

FOR MUNICIPAL BOND COMMISSION USE ONLY:  
DOCUMENTS REQUIRED: \_\_\_\_\_  
TRANSFERS REQUIRED: \_\_\_\_\_

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specified by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

10.20.06  
742910.00004



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series A,  
(United States Department of Agriculture), and  
Combined Waterworks and Sewerage System Revenue Bonds, Series B  
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

First Community Bank, Peterstown, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Resolution of Red Sulphur Public Service District (the "Issuer"), adopted November 2, 2006, and a Supplemental Resolution of the Issuer adopted November 2, 2006 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2006 A (United States Department of Agriculture), and Sewer Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), both dated November 6, 2006, in the respective principal amounts of \$1,026,000 and \$473,000 (collectively, the "Bonds") and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 6th day of November, 2006.

FIRST COMMUNITY BANK

By:   
Its: Authorized Officer

10.20.06  
742910.00004



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR OF SERIES 2006 B BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), dated November 6 2006, in the principal amount of \$473,000 ("the Bonds") and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 6<sup>th</sup> day of November, 2006.

THE HUNTINGTON NATIONAL BANK

By:   
Its: Authorized Officer

10.20.06  
742910.00004



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF SERIES 2006 B BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned bond issue of the Red Sulphur Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), of the Issuer, dated November 6, 2006, in the principal amount of \$473,000, numbered BR-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 The Huntington National Bank, as Registrar.

WITNESS my signature on this 6<sup>th</sup> day of November, 2006.

THE HUNTINGTON NATIONAL BANK

By:   
Its: Authorized Officer

10.20.06  
742910.00001



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of November 6, 2006, by and between RED SULPHUR PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$473,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund), in fully registered form (the "Series 2006 B Bonds"), pursuant to a Bond Resolution of the Issuer duly adopted November 2, 2006, and a Supplemental Resolution of the Issuer duly adopted November 2, 2006 (collectively, the "Bond Legislation");

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

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

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

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

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

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

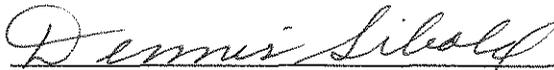
ISSUER: Red Sulphur Public Service District  
Post Office Box 697  
Peterstown, West Virginia 24963  
Attention: Chairman

REGISTRAR: The Huntington National Bank  
One Huntington Square  
Charleston, West Virginia 25301  
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate, register 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.

RED SULPHUR PUBLIC SERVICE DISTRICT

By:   
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By:   
Its: Authorized Officer

10.20.06  
742910.00004

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See attached)

Private Financial Group  
P.O. Box 633 - WE3013  
Charleston, West Virginia 25322-0633



STATEMENT OF TRUSTEE'S FEES  
Invoice Date November 9, 2006

**Red Sulphur Springs Public Service District**  
**Account Number 6089001809**

Red Sulphur Springs Public Service District  
Combined Waterworks and Sewerage System  
Revenue Bonds, Series 2006 B  
John C. Stump  
Steptoe & Johnson, PLLC  
P.O. Box 1588  
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

\*\*\*\*\*  
FEE CALCULATION FOR October, 2006  
\*\*\*\*\*

|              |    |               |
|--------------|----|---------------|
| TOTAL AMOUNT | \$ | 500.00        |
| TOTAL DUE    | \$ | <u>500.00</u> |

- \* FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT \*
- \* IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN \*
- \* .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: BARRY. . \*
- \* .. GRIFFITH, PO BOX 633, CHARLESTON, WV 25322-0633 . . . . . \*

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT  
Barry Morgan Griffith at (304)348-5035



# State of West Virginia

## OFFICE OF ENVIRONMENTAL HEALTH SERVICES

815 QUARRIER STREET, SUITE 418

CHARLESTON, WEST VIRGINIA 25301-2616

TELEPHONE 304-558-2981

### PERMIT

**PROJECT:** (Sewer) Lindside Area Wastewater Collection System Extensions and Upgrades  
**PERMIT NO.:** 16,207

**LOCATION:** Lindside      **COUNTY:** Monroe      **DATE:** 8-27-2004

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Red Sulphur Public Service District  
P. O. Box 697  
Peterstown, West Virginia 24963**

is hereby granted approval to: install approximately 19,350 LF of 12", 11,150 LF of 10", and 51,845 LF of 8" sewer line; necessary manholes; Coulters Chapel 184 G.P.M. duplex submersible wastewater pump station, Lindside 355 G.P.M. duplex submersible wastewater pump station and Fountain Springs 425 G.P.M. duplex submersible wastewater pump station; approximately 4,500 LF of 8" and 7,700 LF of 6" force main; a portable generator; and all necessary valves, controls and appurtenances.

Facilities are to serve approximately 320 customers in Coulters Chapel, Lindside and Fountain Springs areas in the Red Sulphur Public Service District.

**NOTE:** This permit is contingent upon maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines with the water line to be installed over the sewer line.

The Environmental Engineering Division of the Beckley District Office (304) 256-6666, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR

  
William S. Herold, Jr., P.E., Assistant Manager  
Infrastructure and Capacity Development  
Environmental Engineering Division

WSH:nlh

pc: Pentree, Inc.  
O. Robert Coontz, P.E., DEP  
James W. Ellars, P.E., PSC-Engineering Division  
Amy Swann, PSC  
Monroe County Health Department  
OEHS-EED Beckley District Office



STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF WATER AND WASTE MANAGEMENT  
 414 SUMMERS STREET, SECOND FLOOR  
 CHARLESTON, WV 25301

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
 WATER POLLUTION CONTROL PERMIT

NPDES PERMIT NO.: WV0027286  
 SUBJECT: Sewage

ISSUE DATE: May 25, 2004  
 EFFECTIVE DATE : June 25, 2004  
 EXPIRATION DATE: May 25, 2009  
 SUPERSEDES: Permit No. WV0027286  
 dated May 10, 1996

|                      |          |                  |
|----------------------|----------|------------------|
| LOCATION: PETERSTOWN | Monroe   | Upper New River  |
| (City)               | (County) | (Drainage Basin) |

See the next page for a list of Outlets.

TO WHOM IT MAY CONCERN:

This is to certify that: RED SULPHUR PSD  
 PO BOX 697  
 PETERSTOWN, WV 24963

is hereby granted a West Virginia NPDES Water Pollution Control Permit to:  
 to operate and maintain two (2) existing sewage collection and treatment facilities as described:

Outlet No.001: This sewage collection and treatment system consists of approximately 1,000 linear feet of six (6) inch gravity sewer line; 91,000 linear feet of eight (8) inch diameter gravity sewer line; 4,000 linear feet of 10 inch diameter sewer line; 451 manholes; 10 cleanouts; one (1) lift station; 30 feet of six (6) inch diameter force main; a 0.223 million gallon per day (MGD) extended aeration sewage treatment facility consisting of a bar screen; communitor; grit separation and removal chamber; one (1) 180,000 gallon stormwater holding/flow equilization basin; two (2) 110,000 gallon each aeration chambers with a total capacity of 220,000 gallons; one (1) 42,200 gallon clarifier; two (2) 4,600 gallon each chlorine contact chambers with chlorinator with total capacity of 9,200 gallons, one (1) 1,350 gallon post aeration chamber and dechlorination contact chamber; one (1) 2,000 gallon post sulphur dioxide dechlorinationor; 2,960 square feet of sludge drying beds; one (1) 2,900 gallon sludge decant tank; and all necessary appurtenances.

These facilities are to serve approximately 2,800 persons in Red Sulphur Public Service District and to discharge treated wastewater via Outlet No. 001 to Rich Creek (3.0 miles from its mouth) of the New River of the Kanawha River.

Outlet No. 002: This sewage collection and treatment system consists of approximately 2,500 linear feet of eight (8) inch diameter gravity sewer line; 11 manholes; a 0.035 million gallons per day (MGD) extended aeration sewage treatment facility consisting of a bar screen; trash trap; one (1) 7,500 gallon flow surge chamber; one (1) 35,000 gallon aeration chamber; one (1) 5,834 gallon clarifier; one (1) 1,100 gallon chlorine contact tank; one (1) 950 gallon post aeration chamber; one (1) 3,750 gallon sludge holding tank; and all necessary appurtenances.

These facilities are to serve the existing Industrial Park and surrounding vicinity at the Coulters Chapel and the Monroe County High School Complex and to discharge treated wastewater to Hans Creek (11.1 miles from its mouth) of Indian Creek of the New River of the Kanawha River.

Outlet No. 003: To construct, install, operate and maintain a proposed wastewater collection system consisting of

215 gpm lift station and approximately 3,350 feet of six (6) inch forcemain; an 80 gpm lift station and 3,700 feet of four(4) inch forcemain; a 50 gpm lift station and 575 feet of three (3) inch forcemain; 135 linear feet of 18-inch gravity sewers; 400 linear feet of 16-inch gravity sewers; 2,800 linear feet of 15-inch gravity sewers; 110,700 linear feet of 8-inch gravity sewers; 33,400 linear feet of 6-inch gravity sewers; 701 manholes; 60 clean-outs; and all necessary appurtenances.

To construct, install, operate, and maintain a 1,950 gpm stormwater lift station and 110 linear feet of 12-inch forcemain.

To construct, install, operate, and maintain a proposed 750,000 gallon per day sequential batch reactor treatment facility. This will consist of a 1,400 gpm main plant lift station with 265 feet of 12-inch forcemains; a 2.74 mgd Microstrainer and manual bar screen; a grit chamber; two (2) 404,000 gallon sequential batch reaction chambers for aeration and clarification; one (1) 16,800 gallon post aeration tank; one (1) 74,000 gallon equalization tank; two (2) 3.2 mgd ultraviolet disinfection units; one (1) cascade aerator; one (1) 192,000 gallon aerobic digester; one (1) 0.7 mgd belt tower press dewatering unit; one (1) 272,000 gallon stormwater tank including two (2) 4,600 gallon chlorine contact chambers; and one (1) 1,350 gallon dechlorination chamber; and all necessary appurtenances.

This new plant will replace the existing plants (Outlet Nos. 001 and 002) and will discharge treated wastewater to Rich Creek (3.0 miles from its mouth) of the New River of the Kanawha River.

**This permit is subject to the following terms and conditions :**

The information submitted on and with Permit Application No. WV0027286 dated the 26th day of November, 2003, additional information submitted on the 1st day of April, 2003, and the Red Sulphur Public Service District Wastewater System Upgrade Plans, Specifications, and Reports approved July 11, 2002 (SRF No. C-544030), and all other information provided, are all hereby made terms and conditions of this Permit with like effect as if all such permit application information were set forth herein and with other conditions set forth in Sections A, B, C, D, E, and Appendix A.

**The validity of this permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Article 11, Section 10 of the Code of West Virginia.**



Division of Water and Waste Management  
414 Summers Street, Second Floor  
Charleston, West Virginia 25301  
Phone (304) 558-4086  
Fax (304) 558-5903

---

West Virginia Department of Environmental Protection

---

Bob Wise  
Governor

Stephanie R. Timmermeyer  
Cabinet Secretary

May 26, 2004

ROBERT M WILLIAMS SR, CHAIRMAN  
RED SULPHUR PSD  
PO BOX 697  
PETERSTOWN, WV 24963

CERTIFIED RETURN RECEIPT REQUESTED

Dear Permittee:

Enclosed please find WV/NPDES Permit Number WV0027286 dated May 26, 2004.

Please note that a Discharge Monitoring Report (DMR) is to be completed and submitted to this Division each month. It is suggested that several copies of the enclosed DMR forms be made for your future use, as this Division does not supply permittees with DMR forms.

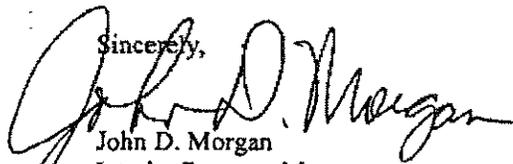
Finally note that copies of all future correspondence regarding the permit including copies of DMRs must be forwarded to the Field Inspector and Field Supervisor at the following address:

Department of Environmental Protection  
Environmental Enforcement  
116 Industrial Dr  
Oak Hill, WV 25801-8320

Also, please note the attachment to this permit which describes the annual permit fee requirement. Reissuance of your permit does not change the annual fee billing cycle.

If you have any questions, please contact William Sentman of this Division at (304) 558-4086 or our TDD number (304) 558-2751.

Sincerely,



John D. Morgan  
Interim Program Manager  
Permitting Section

JDM:ws

Enclosures

**Permit Number: WV0027286**

**Permittee: RED SULPHUR PSD**

**cc: Bureau of Public Health  
Construction Assistance  
Env. Insp. Supv.  
Env. Insp.  
Environmental Enforcement  
Public Service Commission**





United States  
Department of  
Agriculture

Rural  
Development

Eng.  
Federal Building  
75 High Street, Room 320  
Morgantown, WV 26505-7500  
Phone (304) 284-4888  
FAX (304) 284-4892  
TTY/TDD (304) 284-4836

July 16, 2002

Paul E. Ball, Jr.  
Chairman, Red Sulphur Public Service District  
P.O. Box 697  
Peterstown, WV 24963

Dear Mr. Ball:

This letter, with Attachments 1 through 12 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$1,026,000, an RUS grant in the amount of \$1,974,000, and other funding in the amount of \$1,500,000, for a total project cost of \$4,500,000. The other funding is planned in the form of a grant from the Governor's Contingency Fund and a Small Cities Block Grant.

The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted. Enclosed are the following:

- Attachment No. 1 - Project Construction Budget (All Copies)
- Attachment No. 2 - Water and Waste Processing Checklist for Red Sulphur PSD  
(All Copies)
- Attachment No. 3 - RUS Instruction 1780, Subparts A and B (Applicant Copy)
- Attachment No. 4 - RUS Instruction 1780, Subpart C (Engineer Copy)
- Attachment No. 5 - RUS Instruction 1780, Subpart D (Attorney and Bond Counsel  
Copies)

3. Users - This conditional commitment is based upon you providing evidence that you will have at least 1,206 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of a signed certification from you that identifies and attests to the number of users actually connected to and using the PSD's existing sewer system at the time you request authorization to advertise the proposed project for construction bids. The proposed new users (186) on the system will be required by statute (mandatory hook-up provision) to connect to and utilize the system.
4. Bond Counsel - The services of a recognized bond counsel are required. The bond counsel will prepare the form of resolution to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.
5. Engineering Services - It will be necessary for you to obtain the services of an engineer. EJCDC No. 1910-1-FA, "Standard Form of Agreement between Owner and Engineer for Professional Services" (Funding Agency Edition) should be used to obtain the services of an engineer. The EJCDC document is issued under copyright and cannot be provided by RUS.

Prior to loan and grant closing, you must provide RUS with documentation that the West Virginia Public Service Commission has reviewed and approved the engineering agreement.

6. Legal Services - It will be necessary for you to obtain the services of a local attorney. For your convenience RUS Bulletin 1780-7, "Legal Services Agreement" is enclosed for your use.
7. Accounting Services - It will be necessary for you to obtain the services of a qualified accountant. The accountant must agree to develop and provide the following:
  - a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).
  - b. Prior to the advertisement of bids, your accountant must certify that the accounts and records as required by your bond resolution have been established and are operational.

The Accountant's Agreement should be submitted to RUS for review. Compensation in the contract should include only those services identified above and not include payment for construction management services from the accountant unless RUS concurrence is obtained.

RUS regulations (Attachment No. 3 ) outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on your PSD. The attached booklets, "Government Auditing Standards (Revised 1994)" (Attachment No. 8 ), and RUS Bulletins 1780-30 and 1780-31 (Attachment Nos. 9 and 10 ) outline audit requirements.

You are reminded that certain provisions of the Office of Management and Budget Circular A-133 are applicable to any public body or nonprofit association that expends \$300,000 or more in federal funds in any one fiscal year. You must enter into an agreement annually with an accountant (or the State Tax Department) to perform the audit. The agreement must be in accordance with the requirements of the State Tax Commissioner of West Virginia. Compensation for preparation of the A-133 audit or your annual audit are not included in project funds and should be paid from the operational revenues generated from your system operation.

8. Facility Control - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:
  - a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
  - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the PSD already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.
  - c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
  - d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions.
  - e. On the day of loan closing, the PSD's attorney must furnish final title

opinions on all land(s) being acquired. Form RD 1927-10, "Final Title Opinion" may be used. In the case of your existing system or where the PSD has already acquired real property(s) (land or facilities), the PSD's attorney will provide a separate final title opinion(s) covering such property(s) on the day of loan closing.

9. Permits - Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits will include but are not limited to the following:

- West Virginia Department of Highways
- Railroads
- State Department of Health
- Department of Environmental Protection
- Public Land Corporation

10. Public Service Commission Approvals - You must obtain the following from the Public Service Commission of West Virginia:

- a. A Certificate of Convenience and Necessity.
- b. Approval of user charges that are acceptable to you and the Rural Utilities Service.
- c. Approval of financing for the project's proposed financing arrangements.

The "Rule 42" Exhibit to be attached to the Public Service Commission application must contain at least the information shown in Attachment No. 1. A copy of the Public Service Commission application and its "Rule 42" Exhibit must be provided for review.

11. Insurance and Bonding Requirements - Prior to preliminary loan closing, you must acquire the following insurance and bond coverage:

- a. Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. The limits of liability coverage noted herein should be considered as suggested amounts only. RUS recommends that you consider analyzing your actual needs in detail before you obtain coverage in a specific amount.
- b. Workers' Compensation - In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business practice you will probably wish to have each position bonded in an amount

equal to the maximum amount of funds to be under the control of that position at any one time. The minimum coverage acceptable to RUS will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s).

- d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
- (1) If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
  - (2) Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.
- e. Real Property Insurance - Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein. This does not apply to water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.

## 12. Contract Documents, Final Plans and Specifications -

- a. The contract documents should consist of the following:
- (1) EJCDC Document No. 1910-8-A-1-FA, 1997 Edition, "Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price" and EJCDC Document No. 1910-8-FA, "Standard General Conditions of the Construction Contract – Funding Agency Edition" and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.
  - (2) "RUS Supplemental General Conditions."

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance," is enclosed for use by your engineer in the preparation of the contract documents (Attachment No. 7).

- b. The contract documents must provide, as a minimum, the following insurance:

(1) Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the PSD and its engineer. RUS Bulletin 1780-13, Attachment 9, suggests certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.

(2) Builder's Risk Insurance - On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.

(3) Workers' Compensation - In accordance with applicable State laws.

c. The contract documents and final plans and specifications must be submitted to RUS for approval.

d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.

13. Interim Financing - Interim financing will be used for the RUS loan if it is available at reasonable rates and terms. You must provide RUS with a copy of the tentative agreement reached in connection with interim financing. A copy of the proposed agreement should be provided for RUS review. A Sample Credit Agreement is attached for your use in meeting this requirement (Attachment No. 11).

14. Disbursement of Funds - The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of your PSD, over 30 day periods. Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account.

Public Bodies – Interest earned on grant funds in excess of \$100 per year will be submitted to RUS at least quarterly as required in 7 CFR 3016.

The PSD must assure that all project funds are expended only for the eligible items included in the final project budget or as may be later approved by RUS.

15. Other Grants - Prior to advertisement for construction bids, you must provide evidence showing the approval of the other grants. This evidence should include a copy of the grant award. Prior to award of the contract(s) to the contractor(s), you must provide evidence that the "other" grant funds are available for expenditure. This evidence should consist of at least a letter from the grantor stating the funds are available for expenditure.

16. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

Form RD 442-7 - "Operating Budget"  
 Form RD 1940-1 - "Request for Obligation of Funds"  
 RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"  
 RUS Bulletin 1780-27 - "Loan Resolution (Public Bodies)"  
 Form RD 400-1 - "Equal Opportunity Agreement"  
 Form RD 400-4 - "Assurance Agreement"  
 Form AD 1047 - "Certification Regarding Debarment - Primary"  
 Form AD 1049 - "Certification Regarding Drug-Free Workplace"  
 Form RD 1910-11 - "Applicant Certification, Federal Collection Policies"  
 FmHA Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"  
 Standard Form LLL - "Disclosure of Lobbying Activities" (If Applicable)  
 Certification of Compliance  
 Form RD 1942-46, "Letter of Intent to Meet Conditions"

17. The enclosed Water and Waste Processing Checklist (Attachment No. 2) outlines the items needed to complete the loan and grant docket. All the items listed must be included in the loan and grant docket when it is forwarded to the USDA - Rural Development State Office with a request for loan closing instructions to be issued.
18. Upon receipt of the loan and grant docket, which contains all the items required above, RUS may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RUS with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, and (c) your recommendations for contract awards. If all parties then agree the construction bids received are acceptable, it is determined that adequate funds are available to cover the total facility costs, and that all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the loan can be closed.

When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining RUS project funds will be considered to be RUS grant funds and refunded to RUS. If the amount of unused RUS project funds exceeds the RUS grant, that part would be RUS loan funds.

If the conditions set forth in this letter are not met within six (6) months from the date hereof, RUS reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the six-month period and it is determined the authority still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If during that review, it is determined the budget is no longer current and/or adequate, RUS reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely yours,

  
JENNY N. PHILLIPS  
State Director

Enclosures

cc: Rural Development Specialist  
Beckley, WV

Pentree, Inc.  
P.O. Box 1309  
Princeton, WV 24740

Jeffrey Feamster, CPA  
P.O. Box 121  
Lewisburg, WV 24901

Steptoe & Johnson, PLLC  
P.O. Box 22190  
Clarksburg, WV 26301

William S. Winfrey, II  
P.O. Box 1159  
Princeton, WV 24740

Attachment No. 1 to Letter of Conditions  
 For: Red Sulphur PSD (Lindsay)  
 Date: July 16, 2002

PROJECT CONSTRUCTION BUDGET

| <u>PROJECT COST</u> | <u>SCBG</u>       | <u>Governor's<br/>Cont. Fund</u> | <u>RUS Grant</u>    | <u>RUS Loan</u>     | <u>TOTAL</u>        |
|---------------------|-------------------|----------------------------------|---------------------|---------------------|---------------------|
| CONSTRUCTION        | \$ 460,000        | \$ 738,600                       | \$ 1,457,900        | \$ 687,500          | \$ 3,344,000        |
| CONST. CONTINGENCY  |                   | \$ 63,000                        | \$ 124,400          | \$ 58,600           | \$ 246,000          |
| LAND & RIGHTS       |                   | \$ 9,000                         | \$ 17,700           | \$ 8,300            | \$ 35,000           |
| LEGAL FEES          |                   | \$ 7,600                         | \$ 15,200           | \$ 7,200            | \$ 30,000           |
| BOND COUNSEL        |                   | \$ 4,600                         | \$ 9,100            | \$ 4,300            | \$ 18,000           |
| ACCOUNTING          |                   | \$ 1,000                         | \$ 2,000            | \$ 1,000            | \$ 4,000            |
| ENGINEERING FEES    |                   | \$ 154,200                       | \$ 304,300          | \$ 143,500          | \$ 602,000          |
| Basic - \$368,000   |                   |                                  |                     |                     |                     |
| Insp. - \$200,600   |                   |                                  |                     |                     |                     |
| Special - \$33,400  |                   |                                  |                     |                     |                     |
| INTEREST            |                   |                                  |                     | \$ 95,000           | \$ 95,000           |
| ADMINISTRATION      | \$ 40,000         |                                  |                     |                     | \$ 40,000           |
| EQUIPMENT           |                   | \$ 5,100                         | \$ 10,100           | \$ 4,800            | \$ 20,000           |
| PROJECT CONTG.      |                   | \$ 16,900                        | \$ 33,300           | \$ 15,800           | \$ 66,000           |
| <b>TOTAL</b>        | <b>\$ 500,000</b> | <b>\$1,000,000</b>               | <b>\$ 1,974,000</b> | <b>\$ 1,026,000</b> | <b>\$ 4,500,000</b> |

Rates

Available for general domestic, commercial, and industrial service.

|       |         |       |                      |
|-------|---------|-------|----------------------|
| First | 3,000   | gals. | @ \$7.60 per M gals. |
| Next  | 4,000   | gals. | @ \$7.18 per M gals. |
| Next  | 20,000  | gals. | @ \$6.71 per M gals. |
| Next  | 75,000  | gals. | @ \$6.10 per M gals. |
| Over  | 102,000 | gals. | @ \$5.66 per M gals. |

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed.

|             |       |             |           |
|-------------|-------|-------------|-----------|
| 5/8" x 3/4" | meter | \$ 22.80    | per month |
| 3/4"        | meter | \$ 34.20    | per month |
| 1"          | meter | \$ 57.00    | per month |
| 1 1/2"      | meter | \$ 114.00   | per month |
| 2"          | meter | \$ 182.40   | per month |
| 3"          | meter | \$ 342.00   | per month |
| 4"          | meter | \$ 570.00   | per month |
| 6"          | meter | \$ 1,140.00 | per month |
| 8"          | meter | \$ 1,824.00 | per month |

Minimum Monthly Bill - \$22.80 for 3,000 gallons

Delayed Payment Penalty

The above tariff is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to net amount shown.

If any bill is not paid within sixty (60) days after date, water service to the customer will be discontinued. Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

Connection Charge

Prior to Construction - \$100.00

After the start of construction, there shall be a charge of \$250.00 for connection to the system.

Reconnection Charge

\$20.00

Use and Income Analysis - See Attached

Cash Flow Analysis - See Attached

Attachment No. 1 to Letter of Conditions  
 For: Red Sulphur PSD  
 Date:

**RED SULPHUR PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXTENSION AREA SYSTEM--SEWER OPERATION**

| Blocking                | Cust.      | Gal/<br>Mo.  | Minimum<br>Bills 4000gal | Minimum<br>Bills 3000gal | First<br>3,000 | Next<br>4,000 | Next<br>20,000 | Next<br>75,000 | Over<br>102,000 | TOTAL<br>REVENUE    |
|-------------------------|------------|--------------|--------------------------|--------------------------|----------------|---------------|----------------|----------------|-----------------|---------------------|
| Unmetered               | 63         | 308          | 63                       |                          |                |               |                |                |                 |                     |
| 0 - 3,000               | 70         | 129.4        |                          | 70                       |                |               |                |                |                 |                     |
| 3,001-7,000             | 43         | 183.1        |                          |                          | 129            | 54.1          |                |                |                 |                     |
| 7,001-27,000            | 10         | 84.14        |                          |                          | 30             | 40            | 14.14          |                |                 |                     |
| 27,001-102,000          |            |              |                          |                          |                |               |                |                |                 |                     |
| > 102,000               |            |              |                          |                          |                |               |                |                |                 |                     |
| <b>Monthly Total</b>    | <b>186</b> | <b>396.6</b> | <b>63</b>                | <b>70</b>                | <b>159</b>     | <b>94.1</b>   | <b>14.14</b>   | <b>0</b>       | <b>0</b>        |                     |
| <b>Proposed Rates</b>   |            |              | \$ 30.40                 | \$ 22.80                 | \$ 7.60        | \$ 7.18       | \$ 6.71        | \$ 6.10        | \$ 5.66         |                     |
| <b>Monthly Revenues</b> |            |              | \$ 1,915.20              | \$ 1,596.00              | \$ 1,208.40    | \$ 675.64     | \$ 94.88       | \$ -           | \$ -            | \$ 5,490.12         |
| <b>Annual Revenues</b>  |            |              | \$ 22,982.40             | \$ 19,152.00             | \$ 14,500.80   | \$ 8,107.66   | \$ 1,138.55    | \$ -           | \$ -            | \$ 65,881.41        |
| <b>Annual Factor</b>    |            |              |                          |                          |                |               |                |                |                 | X<br>\$ 0.983220    |
| <b>ANNUAL REVENUE</b>   |            |              |                          |                          |                |               |                |                |                 | <b>\$ 64,775.92</b> |

Attachment No. 1 to Letter of Conditions  
 For: Red Sulphur PSD  
 Date:

**RED SULPHUR PUBLIC SERVICE DISTRICT  
 USE AND INCOME ANALYSIS  
 EXISTING SYSTEM--SEWER OPERATION**

| Blocking         | Cust.                   | Gal/<br>Mo.              | Minimum<br>Bills 4000gal | Minimum<br>Bills 3000gal | First<br>3,000 | Next<br>4,000 | Next<br>20,000 | Next<br>75,000 | Over<br>102,000 | TOTAL<br>REVENUE |
|------------------|-------------------------|--------------------------|--------------------------|--------------------------|----------------|---------------|----------------|----------------|-----------------|------------------|
| Unmetered        | 51                      | 204                      | 51                       |                          |                |               |                |                |                 |                  |
| 0 - 3,000        | 465                     | 853                      |                          | 465                      |                |               |                |                |                 |                  |
| 3,001-7,000      | 408                     | 1846                     |                          |                          | 1224           | 622           |                |                |                 |                  |
| 7,001-27,000     | 87                      | 797                      |                          |                          | 261            | 348           | 188            |                |                 |                  |
| 27,001-102,000   | 8                       | 463                      |                          |                          | 24             | 32            | 160            | 247            |                 |                  |
| > 102,000        | 1                       | 217                      |                          |                          | 3              | 4             | 20             | 75             | 115             |                  |
| Monthly Total    | <del>1,020</del><br>989 | <del>4,300</del><br>4176 | 51                       | 465                      | 1512           | 1006          | 368            | 322            | 115             |                  |
| Proposed Rates   |                         |                          | \$ 30.40                 | \$ 22.80                 | \$ 7.60        | \$ 7.18       | \$ 6.71        | \$ 6.10        | \$ 5.66         |                  |
| Monthly Revenues |                         |                          | \$ 1,550.40              | \$ 10,602.00             | \$ 11,491.20   | \$ 7,223.08   | \$ 2,469.28    | \$ 1,964.20    | \$ 650.90       | \$ 35,951.06     |
| Annual Revenues  |                         |                          | \$18,604.80              | \$127,224.00             | \$137,894.40   | \$ 86,676.96  | \$29,631.36    | \$ 23,570.40   | \$ 7,810.80     | \$ 431,412.72    |
| Annual Factor    |                         |                          |                          |                          |                |               |                |                | X<br>0.98322    |                  |
| ANNUAL REVENUE   |                         |                          |                          |                          |                |               |                |                |                 | \$ 424,173.61    |

RED SULPHUR LINDSIDE-SEWER  
OPERATING BUDGET

|                              |      |                   |
|------------------------------|------|-------------------|
| OPERATING INCOME             |      |                   |
| Metered Sales                | \$   | 488,949           |
| Penalties                    | \$   | 27,445            |
| Other Income                 |      |                   |
| Reconnect Fees               |      |                   |
| TOTAL OPERATING INCOME       |      | <u>\$ 516,394</u> |
| NONOPERATING INCOME          |      |                   |
| Interest income              | \$   | 10,672            |
| TOTAL NONOPERATING INCOME    |      | <u>\$ 10,672</u>  |
| TOTAL INCOME                 |      | <u>\$ 527,066</u> |
| EXPENSES                     |      |                   |
| O & M                        | \$   | 255,468           |
| Plant Additions (1)          | \$   | 26,606            |
| Taxes                        | \$   | 12,347            |
| TOTAL EXPENSES               |      | <u>\$ 294,421</u> |
| INCOME AVAILABLE FOR D/S (A) |      | <u>\$ 232,645</u> |
| DEBT SERVICE                 |      |                   |
| Existing Bond P & I (B)      | \$   | 69,732            |
| Proposed Bond P & I (B) (2)  | \$   | 133,793           |
| TOTAL DEBT SERVICE           |      | <u>\$ 203,525</u> |
| DEBT SERVICE RESERVE         |      |                   |
| Debt Service Reserve*        | \$   | 13,379            |
| R & R**                      | \$   | 10,947            |
| TOTAL DEBT SERVICE RESERVE   |      | <u>\$ 24,326</u>  |
| SURPLUS (DEFICIT)            |      | <u>\$ 4,794</u>   |
| DEBT COVERAGE (A/B)          |      | \$ 1.14           |
| Increase needed              | 0.29 |                   |

(1) 5% of gross revenue as verified by historical data from applicant's engineer

(2) Based upon a \$1,026,000 RUS loan @ 4.5% for 38 yrs.; RUS grant of \$1,026,000;

SCBG of \$500,000 and \$1,000,000 grant from the Governor's Contingency Fund

Also includes financing on the Peterstown treatment plant upgrade funded by WVIJDC & SRF

\* The reserve on the existing WDA bonds are fully funded and not included in the cash flow

\*\*R & R only reflected for WDA, WVIJDC and SRF funding sources

UNITED STATES DEPARTMENT OF AGRICULTURE  
 RURAL UTILITIES SERVICE  
 Water and Waste Processing Checklist

| <u>Form Number</u>                | <u>Document or Action</u>                                       | <u>Number Needed</u> | <u>Procedure Reference</u> | <u>Provided By</u>       | <u>Target Date</u> | <u>Date Received</u> | <u>File Position</u> |
|-----------------------------------|-----------------------------------------------------------------|----------------------|----------------------------|--------------------------|--------------------|----------------------|----------------------|
| SF 424.2                          | Application for Federal Assistance                              | 3                    | 1780.31(b)                 | Applicant                |                    | HAVE                 | 3                    |
|                                   | Public Notice of Intent to File App./ Env. Notice               | 3                    | 1780.19(a)<br>1794         | Applicant                |                    | HAVE                 | 3                    |
| Bulletin 1780-22                  | Applicant Eligibility Certification/ Other Credit Certification | 1                    | 1780.33(d)                 | Applicant                |                    | HAVE                 | 3                    |
|                                   | Bond Ordn. or Resol. On Outstanding Debts                       | 1                    | 1780.33(e)                 | Applicant/<br>Attorney   |                    | HAVE                 | 5                    |
|                                   | Bonds or Notes Outstanding Debt                                 | 1                    | 1780.33(e)                 | Applicant/<br>Attorney   |                    | HAVE                 | 5                    |
|                                   | Audit for last year of operation                                | 1                    | 1780.33(e)                 | Applicant/<br>Accountant |                    |                      | 1                    |
|                                   | Staff Review Financial Statements                               | 1                    | S.I. 1780.2                | RUS                      |                    | HAVE                 | 1                    |
| EJCDC No. 1910-1-FA               | Agreement between Owner & Engineer                              | 3                    | 1780.39(b)                 | Applicant/<br>Engineer   |                    |                      | 6                    |
| Bulletin 1780-7 or other approved | Legal Services Agreement with Local Attorney                    | 3                    | 1780.39<br>(b)(2)          | Applicant/<br>Attorney   |                    | HAVE                 | 5                    |
| (NPA's Only)                      | Organizational Documents                                        | 1                    | 1780.33(e)                 | Applicant/<br>Attorney   |                    | N/A                  | 5                    |

| Form Number                            | Document or Action                                                                               | Number Needed | Procedure Reference              | Provided By            | Target Date | Date Received | File Position |
|----------------------------------------|--------------------------------------------------------------------------------------------------|---------------|----------------------------------|------------------------|-------------|---------------|---------------|
|                                        | Site Visit                                                                                       |               | S.I. 1780-2                      | RUS                    |             | HAVE          | 3             |
|                                        | Processing Conference                                                                            | 1             | 1780.39(a)                       | RUS                    |             |               | 3             |
|                                        | Environmental Report                                                                             | 2             | 1794                             | Applicant              |             | HAVE          | 3             |
|                                        | Environmental Assessment                                                                         | 2             | 1794                             | RUS/<br>Engineer       |             | HAVE          | 3             |
|                                        | FONSI/<br>Evidence of<br>Publication                                                             | 1             | Exhibit 1<br>RUS 1794<br>News Ad | RUS/<br>Applicant      |             | HAVE          | 3             |
| <b>Bulletins<br/>1780-2<br/>1780-3</b> | Preliminary<br>Engineering<br>Report                                                             | 2             | 1780.33(c)                       | Engineer               |             | HAVE          | 6             |
|                                        | Staff Engineer<br>PER Review                                                                     | 1             | 1780.33(c)                       | RUS                    |             |               | 3             |
|                                        | Bill Analysis<br>for existing<br>system(s)                                                       | 2             | 1780.33(c)                       | Applicant/<br>Engineer |             | HAVE          | 8             |
|                                        | Projected Bill<br>Analysis for<br>New Users                                                      | 2             | 1780.33(c)                       | Applicant/<br>Engineer |             | HAVE          | 8             |
|                                        | Statement<br>reporting the<br><u>total</u> number<br>of <u>potential</u><br>users                |               | 1780.33(c)                       | Applicant/<br>Engineer |             | HAVE          | 8             |
|                                        | Copy of Existing<br>Rate Tariff                                                                  | 2             | 1780.33                          | Applicant              |             |               | 8             |
|                                        | Applicant's<br>IRS Tax<br>Number(TIN)                                                            | 1             | 1780.33(g)                       | Applicant              |             | HAVE          | 3             |
|                                        | Agency Det-<br>ermination on<br>the Availability<br>of "Other Credit"<br>with Docu-<br>mentation | 1             | 1780.7(d)                        | RUS                    |             |               | 3             |

| <u>Form Number</u>     | <u>Document or Action</u>                               | <u>Number Needed</u> | <u>Procedure Reference</u> | <u>Provided By</u> | <u>Target Date</u> | <u>Date Received</u> | <u>File Position</u> |
|------------------------|---------------------------------------------------------|----------------------|----------------------------|--------------------|--------------------|----------------------|----------------------|
|                        | Survey conducted by uninterested party to determine MHI | 1                    | 1780.1(b)                  | Applicant/<br>RUS  |                    | HAVE                 | 2                    |
|                        | S/O concurrence in results of survey to determine MHI   | 1                    | 1780.1(b)                  | RUS-S/O            |                    | HAVE                 | 2                    |
|                        | Documentation on Service Area                           | 1                    | 1780.11                    | RUS                |                    | HAVE                 | 3                    |
| <b>Bulletin 1780-1</b> | Project Selection Criteria                              | 2                    | 1780.17                    | RUS                |                    | HAVE                 | 1                    |
| <b>Automated Form</b>  | Grant Determination                                     | 3                    | 1780.35(b)                 | RUS                |                    | HAVE                 | 2                    |
|                        | Letter of Conditions                                    | 7                    | 1780.41<br>(a)(5)          | RUS                |                    | HAVE                 | 3                    |
| <b>AD 1049</b>         | Certification Regarding Drug-Free Workplace             | 1                    | 1780.33(h)                 | Applicant          |                    | HAVE                 | 5                    |
|                        | Minutes Adopting Drug-Free Workplace Program            | 1                    | LOC                        | Applicant          |                    | 7-16-2002<br>HAVE    | 5                    |
| <b>Exhibit A / A-1</b> | Certifications Regarding Lobbying                       | 2                    | 1780.33(h)                 | Applicant          |                    | HAVE                 | 2                    |
| <b>RD 1942-45</b>      | Project Summary                                         | 3                    | 1780.41(a)                 | RUS                |                    | HAVE                 | 1                    |
| <b>RD 442-7</b>        | Operating Budget                                        | 3                    | 1780.33(h)                 | Applicant          |                    | HAVE                 | 3                    |
| <b>RD 1942-14</b>      | Project Fund Analysis                                   | 3                    | 1780.41(a)                 | RUS                |                    | HAVE                 | 2                    |
| <b>RD 1940-1</b>       | Request for Obligation of Funds                         | 4                    | 1780.41(a)                 | RUS/<br>Applicant  |                    | HAVE                 | 2                    |

| <u>Form Number</u>      | <u>Document or Action</u>                            | <u>Number Needed</u> | <u>Procedure Reference</u> | <u>Provided By</u>         | <u>Target Date</u> | <u>Date Received</u> | <u>File Position</u> |
|-------------------------|------------------------------------------------------|----------------------|----------------------------|----------------------------|--------------------|----------------------|----------------------|
| <b>Bulletin 1780-12</b> | Association Water or Sewer System Grant Agreement    | 2                    | 1780.45(c)                 | RUS/<br>Applicant          |                    | HAVE                 | 2                    |
| <b>RD 1942-46</b>       | Letter of Intent to Meet Conditions                  | 2                    | 1780.41<br>(a)(6)          | Applicant                  |                    | HAVE                 | 3                    |
| <b>AD 1047</b>          | Certification Regarding Debarment (Primary)          | 1                    | 1780.33(h)                 | Applicant                  |                    | HAVE                 | 5                    |
|                         | Relationships/Associations with Agency Employees     | 1                    | 1780.1(f)                  | RUS                        |                    | HAVE                 | 3                    |
| <b>RD 1910-11</b>       | Applicant Certification, Federal Collection Policies | 1                    | 1780.33(h)                 | Applicant                  |                    | HAVE                 | 3                    |
| <b>Bulletin 1780-27</b> | Loan Resolution                                      | 1                    | 1780.45<br>(a)(2)          | Applicant                  |                    | HAVE                 | 5                    |
| <b>RD 400-1</b>         | Equal Opportunity Agreement                          | 1                    | 1901-E                     | Applicant                  |                    | HAVE                 | 6                    |
| <b>RD 400-4</b>         | Assurance Agreement                                  | 1                    | 1901-E                     | Applicant                  |                    | HAVE                 | 3                    |
|                         | Legal Services Agreement with Bond Counsel           | 1                    | 1780.39<br>(b)(3)          | Applicant/<br>Bond Counsel |                    |                      | 5                    |
|                         | Agreement for Accounting Services                    | 1                    | 1780.39<br>(b)(2)          | Applicant/<br>Accountant   |                    |                      | 5                    |
|                         | Certification Relative to Existing Users             | 1                    | LOC                        | Applicant                  |                    |                      | 5                    |
|                         | Verification of Users                                | 1                    | 1780.44(b)                 | RUS                        |                    |                      | 3                    |

| Form Number                                        | Document or Action                                              | Number Needed | Procedure Reference    | Provided By              | Target Date | Date Received | File Position |
|----------------------------------------------------|-----------------------------------------------------------------|---------------|------------------------|--------------------------|-------------|---------------|---------------|
|                                                    | Accountant's Certification                                      | 1             | LOC                    | Applicant/<br>Accountant |             |               | 3             |
|                                                    | RUS Review of Accounting Records                                | 1             | S.I. 1780-4<br>(1)(ii) | RUS                      |             |               | 3             |
|                                                    | Copy of PSC Rule 42 Exhibit                                     | 1             | State                  | Attorney/<br>Accountant  |             |               | 3             |
| Lender Agreement/<br>Bulletin 1780-10/<br>1780-10a | Interim Financing Documentation                                 | 1             | 1780.39(d)             | Applicant/<br>RUS        |             |               | 1             |
|                                                    | DOH Permit                                                      | 1             | 1780.15(d)             | Applicant                |             |               | 6             |
|                                                    | Railroad Permit                                                 | 1             | 1780.15(d)             | Applicant                |             |               | 6             |
|                                                    | Public Land Corp. Permit                                        | 1             | 1780.15(d)             | Applicant                |             |               | 6             |
|                                                    | Dept. of Health Approval                                        | 1             | 1780.15(d)             | Engineer                 |             |               | 6             |
|                                                    | Dept. of Environmental Protection Permit                        | 1             | 1780.15(d)             | Engineer                 |             |               | 6             |
|                                                    | Contract Documents, Plans & Specifications                      | 2             | 1780.61(a)             | Engineer                 |             |               | Separate File |
|                                                    | Agency Determination on Procurement                             | 1             | 1780.70(d)             | RUS                      |             |               | 6             |
|                                                    | Preliminary Bond Transcript Documents w/o Defeasance Provisions | 2             | 1780.83                | Bond Counsel             |             |               | 5             |
|                                                    | Right-of-Way Map                                                | 1             | 1780.44(g)             | Engineer                 |             |               | Separate File |

| Form Number | Document or Action                                       | Number Needed | Procedure Reference             | Provided By                      | Target Date | Date Received | File Position |
|-------------|----------------------------------------------------------|---------------|---------------------------------|----------------------------------|-------------|---------------|---------------|
|             | Deeds and/or Options                                     |               | 1780.44.(g)                     | Applicant/ Attorney              |             |               | 5             |
| RD 1927-9   | Preliminary Title Opinion                                | 1             | 1780.44 (g)(2)                  | Applicant/ Attorney              |             |               | 5             |
|             | Narrative Opinion from Attorney                          | 1             | 1780.44(g)                      | Attorney                         |             |               | 5             |
|             | Waiver of Title Defects Letter                           | 1             | 1780.44(g)                      | RUS                              |             |               | 5             |
| RD 442-22   | Opinion of Counsel Relative to R/Ways                    |               | 1780.44 (g)(1)                  | Attorney                         |             |               | 5             |
|             | Review of Outstanding Judgment                           | 1             | 1780.7(g)                       | RUS/ Attorney                    |             |               | 3             |
|             | Evidence of "Other Funds"                                | 1             | 1780.44(f)                      | Applicant                        |             | HAVE          | 2             |
| SF 3881     | Electronic Funds Transfer Payment Enrollment Form        | 1             | 31 CFR 208                      | Applicant/ Financial Institution |             |               | 2             |
|             | Positive Program to Encourage Connections when Completed | 1             | 1780.39 (c)(5)                  | Applicant                        |             |               | 5             |
|             | Documentation Relative to Health or Sanitary Hazards     | 1             | 1780.1 (c)(1)<br>1780.13 (b)(1) | RUS/State Health Department      |             |               | 2             |
|             | PSC Approval                                             | 1             | 1780.15(b)                      | Applicant/ Attorney              |             |               | 5             |
|             | Bid Tabulation                                           | 1             | 1780.61(b)                      | Engineer                         |             |               | 6             |

| <u>Form Number</u> | <u>Document or Action</u>                              | <u>Number Needed</u> | <u>Procedure Reference</u> | <u>Provided By</u>            | <u>Target Date</u> | <u>Date Received</u> | <u>File Position</u> |
|--------------------|--------------------------------------------------------|----------------------|----------------------------|-------------------------------|--------------------|----------------------|----------------------|
|                    | OGC Closing Instructions                               | 1                    | 1780.44(h)                 | RUS                           |                    |                      | 5                    |
|                    | S/O Closing Instructions                               | 1                    | 1780.44(h)                 | RUS                           |                    |                      | 5                    |
| RD<br>1927-10      | Final Title Opinion                                    | 1                    | 1780.44<br>(g)(2)          | Applicant/<br>Attorney        |                    |                      | 5                    |
|                    | Bond Transcript Documents w/o<br>Defeasance Provisions | 3                    | 1780.83                    | Bond<br>Counsel               |                    |                      | Separate<br>File     |
| RD<br>400-8        | Compliance Review                                      | 1                    | 1780.44(c)                 | RUS                           |                    |                      | 5                    |
|                    | Liability Insurance                                    | 1                    | 1780.39(g)                 | Applicant                     |                    |                      | 7                    |
|                    | Workers' Compensation Certificate                      | 1                    | 1780.39(g)                 | Applicant                     |                    |                      | 7                    |
|                    | Flood Insurance Policy                                 | 1                    | 1780.39(g)                 | Applicant                     |                    |                      | 7                    |
| 440-24             | Fidelity Bond                                          | 1                    | 1780.39(g)                 | Applicant                     |                    |                      | 7                    |
| 1924-16            | Record of Pre-Construction Conference                  | 1                    | 1780.76(a)                 | RUS/<br>Engineer              |                    |                      | 6                    |
| AD 1048            | Certification Regarding Debarment (Contractor)         | 1 each               | 1780.33(h)                 | All<br>Appropriate<br>Vendors |                    |                      | 5                    |
|                    | OGC Final Opinion                                      | 1                    | 1780.45(g)                 | RUS                           |                    |                      | 5                    |

# ATTACHMENT 1-6

## NOTICE OF APPROVAL OF EVIDENTIARY MATERIALS AND RELEASE OF FUNDS

|                                                                 |                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------|
| Grantee Name:<br>Monroe county Commission                       | Name and Title of Chief Elected Official<br>Oliver B. Porterfield |
| Grantee Address:<br>Post Office Box 350<br>Union, West Virginia | Date: 15-Aug-01                                                   |
|                                                                 | Project Number: 00SCBG0014                                        |

On July 30, 2001, we received your Request for Release of Funds. Your Grant Agreement required the following Evidentiary Materials:

| ENVIRONMENTAL EVIDENTIARY MATERIAL                     | RECEIVED       | NEED              | APPROVED         |
|--------------------------------------------------------|----------------|-------------------|------------------|
| 1 Level of Clearance Finding (i.e., exempt, CE or EA)  | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 2 Statutory Checklist with agency correspondence       | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 3 Other Requirements Checklist with backup information | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 4 Format II (including FONSI)                          | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 5 Copy of all applicable Public Notices                | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 6 Distribution List                                    | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 7 Correspondence concerning Public Comments            | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| 8 Request for Release of Funds and Certification       | <u>7/30/01</u> | <u>          </u> | <u>8/15/01</u>   |
| Date Environmentally Cleared                           |                |                   | <u>17-Aug-01</u> |

Comments: *Please be advised that effective July 1, 2000, no project funds can be obligated for any non-exempt activities until official notification has been given from our office for "Approval of Evidentiary Materials and Release of Funds."*

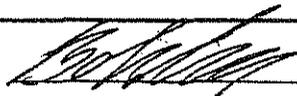
### FULL RELEASE

|                                                   |                   |                   |                   |
|---------------------------------------------------|-------------------|-------------------|-------------------|
| 1 Fully Executed Grant Agreement                  | <u>          </u> | <u>10/26/00</u>   | <u>          </u> |
| 2 Financial Certification                         | <u>7/30/01</u>    | <u>          </u> | <u>8/14/01</u>    |
| 3 Other Funds Committed                           |                   |                   |                   |
| A. <u>State Contingency Fund</u>                  |                   | <u>X</u>          |                   |
| B. <u>RUS</u>                                     |                   | <u>X</u>          |                   |
| 4 Antidisplacement and Relocation Assistance Plan | <u>7/30/01</u>    | <u>          </u> | <u>8/14/01</u>    |
| 5 Performance Schedule                            |                   | <u>X</u>          |                   |
| 6 Procurement Code                                | <u>7/30/01</u>    | <u>          </u> | <u>8/14/01</u>    |
| 7 Legally Binding Agreement(s)                    |                   |                   | <u>8/14/01</u>    |
| 8 Disclosure Report Update                        | <u>7/30/01</u>    | <u>          </u> | <u>8/14/01</u>    |
| 9 Other                                           |                   |                   |                   |

### Date of Full Release of Funds

Additional materials listed above or as noted below are needed before funds can be released.            X           

All required Evidentiary Materials have been submitted and approved and all funds are hereby released.           

Director \_\_\_\_\_ Signature of \_\_\_\_\_ Date: 17-Aug-01  
 Division of Community Development Authorizing Officer:   
 West Virginia Development Office



**United States Department of Agriculture**  
**Rural Development**  
Beckley Area Office

October 19, 2006

Dennis Sibold, Chairman  
Red Sulphur Public Service District  
P. O. Box 697  
Peterstown, WV 24963

Dear Mr. Sibold:

The pre-closing date for the PSD's Linside sewer project has been established as November 2, 2006. The pre-closing will begin at 10:00 a.m. at the PSD office followed by the pre-construction conference at 11:00 a.m.

Reference is made to our Letter of Conditions dated July 16, 2002. All of the requirements of that letter must be met.

Many of the aforementioned items have already been addressed. Those remaining items to be satisfied prior to loan closing include:

1. The PSD's attorney must furnish Form RD 442-22, "Opinion of Counsel Relative to Rights of Way," showing no exceptions. This form should be dated November 6, 2006, .
2. The PSD's attorney must furnish Form RD 1927-10, "Final Title Opinion," on all land(s) being acquired. In addition, the attorney must provide a separate Final Title Opinion(s) covering all existing property owned by the PSD. The opinion(s) should be dated November 6, 2006, .
3. The PSD's attorney must furnish an updated narrative opinion addressing all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. The narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled. The opinion should be dated November 6, 2006.

481 Ragland Rd. • Beckley, WV 25801  
Phone: (304) 253-9597 • Toll Free: (800) 295-8228 • Fax: (304) 252-5809 • TDD: (304) 284-4836 • Web: <http://www.rurdev.usda.gov/wv>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."  
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

4. The permit from the West Virginia Department of Highways must be on hand at the closing. The PSD should proceed to obtain necessary bond and forward same to the WVDOH requesting the permit be issued.
5. The PSD's engineer must provide a resume of the proposed inspector(s).
6. The PSD must provide a letter accepting the proposed inspector(s).
7. The PSD must provide evidence that it has acquired insurance and bond coverage in accordance with item 11 of the Letter of Conditions.
8. The PSD must furnish evidence that it provides State Workman's Compensation Insurance.

If you have any questions regarding these or any other matters pertaining to your loan, please contact this office.

Sincerely,

TERESA A. MILLER  
Rural Development Specialist

Enclosures

cc: State Director, Rural Development, Morgantown, WV  
William S. Winfrey, II, Attorney at Law, Princeton, WV  
✓ John Stump, Steptoe & Johnson Bond Counsel, Charleston, WV  
Jeffrey Feamster, CPA, Lewisburg, WV  
Pentree, Inc., Princeton, WV





*State of West Virginia*  
*Joe Manchin III*  
*Governor*

Office of the Governor  
State Capitol  
1900 Kanawha Boulevard, E.  
Charleston, WV 25305

Telephone: (304) 558-2000  
Toll Free: 1-888-438-2731  
FAX: (304) 342-7025  
[www.wv.gov.org](http://www.wv.gov.org)

October 19, 2006

The Honorable Craig Mohler  
President  
Monroe County Commission  
Post Office Box 350  
Union, West Virginia 24983

Dear Commissioner Mohler:

Thank you for your request to the Small Cities Block Grant program.

Your request has been approved in the amount of \$500,000, which now brings the total SCBG commitment to the Monroe County Commission to \$1,000,000. These funds will enable you to complete work on the Linside sewer project.

The commitment of \$500,000 from our fiscal year 2006 allocation will immediately be available to you. I encourage you to expedite this project and reach its completion as quickly as possible with this funding strategy in mind.

Please contact Mr. Michael Browning of the West Virginia Development Office, at (304) 558-4010, extension 723, to complete the necessary contract in order to proceed with your project.

The West Virginia Development Office reserves the right to withdraw these funds if your project does not proceed on schedule.

I am pleased to assist with these improvements for the citizens of Monroe County.

With warmest regards,

  
Joe Manchin III  
Governor

JM:mbm

**WEST VIRGINIA DEVELOPMENT OFFICE  
GRANT AWARD**

*Jeff*

**Grantee Name & Address:** F.E.I.N. 556-000-367

Monroe County Commission  
P.O. Box 350  
Union, WV 24983

|                                                          |                                                   |
|----------------------------------------------------------|---------------------------------------------------|
| <b>Grant Number:</b><br>01-421                           |                                                   |
| <b>CFDA Number:</b><br>14.228                            | <b>State Acct. No.:</b><br>8746-2001-0307-096-128 |
| <b>Fiscal Year:</b><br>2001                              | <b>Program Name:</b><br>SCBG                      |
| <b>Grant Period:</b><br>From: 26-Oct-00<br>To: 26-Oct-03 |                                                   |
| <b>Project Name:</b> Linside Sewer                       |                                                   |
| <b>Grant ID:</b> B-00-DC-54-0001                         |                                                   |
| <b>Project Number:</b> 00SCBG0014                        |                                                   |

**Project Description**

Shall do, perform and carry out, in a satisfactory and proper manner all duties, tasks, and functions necessary to construct a sanitary sewer system in the Linside area of Monroe County.

**Change Orders**

**Number:                      Date:                      Purpose:**

**TERMS AND CONDITIONS ARE ON FILE IN THE WEST VIRGINIA DEVELOPMENT OFFICE AND AVAILABLE FOR INSPECTION. A COPY OF THE ORIGINAL AGREEMENT IS ATTACHED TO TRANSMITTAL \_\_\_\_\_, PROCESSED ON OR ABOUT \_\_\_\_\_.**

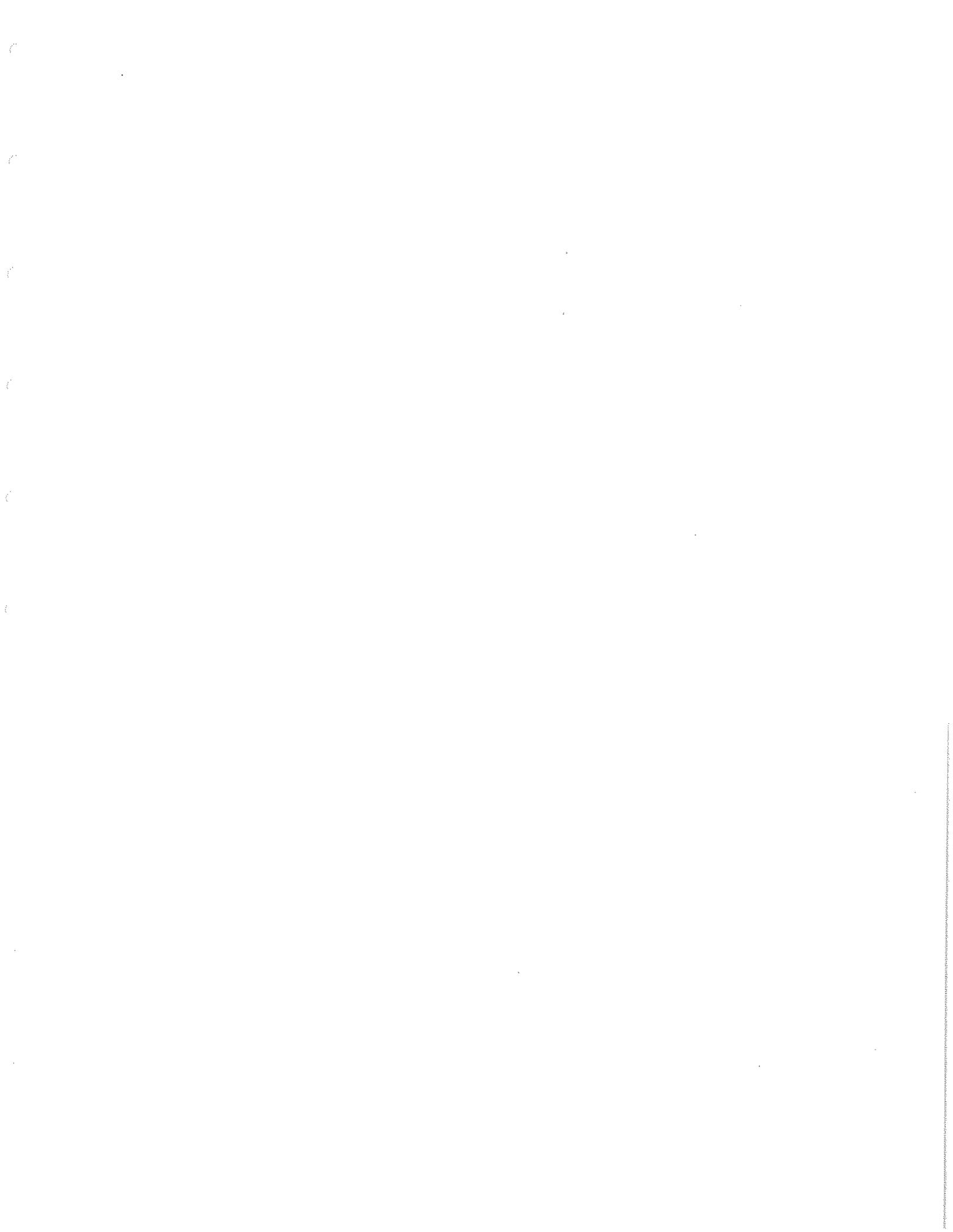
**PAYMENT NUMBER \_\_\_\_\_**

**TOTAL AMOUNT OF THIS GRANT \$ 500,000.00**

**Authorized Signature:** *John R. Snider*

**Title:** Executive Director

**Date:** 1/18/2001



**WATER OR WASTE SYSTEM GRANT**  
**UNITED STATES DEPARTMENT OF**  
**RURAL UTILITIES**

THIS AGREEMENT dated July 16, 2002 between

Red Sulphur Public Service District

a public corporation organized and operating under

Chapter 16, Article 13A, West Virginia Code

*(Authorizing Statute)*

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 4,500,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 2,526,000.00 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge

Said sum of \$ 2,526,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,974,000.00 or 43.87% percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not to exceed 43.87% percent of the development costs, as defined by applicable Rural Utilities Service Instructions.

**GRANTEE AGREES THAT GRANTEE WILL:**

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes

of service. adopted by resolution dated \_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

**All real property now owned or hereafter acquired by the Red Sulphur Public Service District.**

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds, for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

**All equipment and chattels of the Red Sulphur Public Service District now owned or hereafter acquired relative to utility operation and maintenance**

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/97]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,974,000.00 which it will advance to Grantee to meet not to exceed 43.9% percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Chairman

and attested and its corporate seal affixed by its duly authorized

Secretary

Attest: Red Sulphur Public Service District

By: Robert M. Williams, Sr.

ROBERT M. WILLIAMS, SR.

(Title): Secretary

By: Dennis Sibold  
Paul Ball Dennis Sibold, Acting

(Title): Chairman

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: Teresa A. Miller

TERESA A. MILLER

Rural Development Specialist

(Title)



**OFFICE OF THE COUNTY CLERK**

**COUNTY OF MONROE  
DONALD J. EVANS, CLERK**

P.O. Box 350  
Union, WV 24983  
e-mail: monroeclerk@inetone.net

Telephone: 304-772-3096  
Fax: 304-772-4191

May 26, 2005

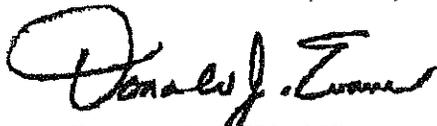
DAVID COLE  
REGION I PLANNING & DEVELOPMENT

RE: LINDSIDE SEWER PROJECT

THIS IS TO VERIFY THAT THE \$1,000,000.00 AWARD FOR THE LINDSIDE SEWER PROJECT IS STILL BEING HELD IN AN ACCOUNT BY THE MONROE COUNTY COMMISSION. THIS MONEY WILL BE AVAILABLE UPON REQUEST, WITH AN INVOICE APPROVED BY BOTH THE MONROE COUNTY COMMISSION AND THE RED SULPHUR PUBLIC SERVICE DISTRICT.

IF MORE INFORMATION IS NEEDED, PLEASE LET US KNOW.

VERY TRULY YOURS,



DONALD EVANS  
MONROE COUNTY CLERK



GRANT AGREEMENT

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council") and the RED SULPHUR PUBLIC SERVICE DISTRICT (the "Governmental Agency").

R E C I T A L S

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$1,225,000 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

T E R M S

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

5. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

6. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. This Grant Agreement shall be governed by the laws of the State of West Virginia.

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

RED SULPHUR PUBLIC SERVICE DISTRICT

By: *Dimmie Sebold*

Its: Chairman

Date: November 6, 2006

(SEAL)

Attest:  
*John D. Orubfield*  
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: *Daniel B. Zerkow*

Its: Director

Date: November 6, 2006

(SEAL)

Attest:

*Barbara B. Meadows*  
Its: Secretary-Treasurer

## Exhibit A

### Project Description

The Project consists of the acquisition, construction, and maintenance of certain improvements and extensions to the sewerage portion of the existing combined waterworks and sewerage facilities consisting of a new wastewater collection system to serve approximately 205 new customers in the Lindside area, together with all appurtenant facilities.



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A  
(United States Department of Agriculture), and  
Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B  
(West Virginia Infrastructure Fund)

RECEIPT OF DEPOSITORY BANK

I, the undersigned duly authorized representative of First Community Bank, Peterstown, West Virginia (the "Bank"), hereby certify that on November 6, 2006, the Bank received an automated transfer in the amount of \$20,000 and a wire transfer in the amount of \$8,500 to the credit of the Series 2006 Bonds Construction Trust Fund, Account Number 9797221.

WITNESS my signature on this 6<sup>th</sup> day of November, 2006.

FIRST COMMUNITY BANK

By:   
Its: Authorized Officer

10.20.06  
742910.00004



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2006

PRODUCER (304)375-4900 FAX (304)375-5843  
 Bill Bailey Insurance Agency  
 701 Highland Avenue  
 P. O. Box 246  
 Williamstown, WV 26187

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Red Sulphur PSD  
 P.O. Box 697  
 Peterstown, WV 24963

| INSURERS AFFORDING COVERAGE               | NAIC # |
|-------------------------------------------|--------|
| INSURER A: American Alternative Insurance |        |
| INSURER B:                                |        |
| INSURER C:                                |        |
| INSURER D:                                |        |
| INSURER E:                                |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| SR ADD'L TR INSRD           | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                                         |                      |        |                    |    |                            |    |                             |    |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
|                             | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | SK9103345-00  | 12/31/2005                       | 12/31/2006                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000                    |                      |        |                    |    |                            |    |                             |    |
|                             | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                           |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                |                      |        |                    |    |                            |    |                             |    |
|                             | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                           |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$                                                                                                                                                                                        |                      |        |                    |    |                            |    |                             |    |
|                             | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                                                           |                      |        |                    |    |                            |    |                             |    |
|                             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                   |               |                                  |                                   | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS        | OTH-ER                                                                                                                                                                                                                                                                                                          |               |                                  |                                   |                                                                                                                                                                                                                                                                |                      |        |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$                                                                                                                                                                                                                                                                                                              |               |                                  |                                   |                                                                                                                                                                                                                                                                |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$                                                                                                                                                                                                                                                                                                              |               |                                  |                                   |                                                                                                                                                                                                                                                                |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$                                                                                                                                                                                                                                                                                                              |               |                                  |                                   |                                                                                                                                                                                                                                                                |                      |        |                    |    |                            |    |                             |    |
|                             | OTHER                                                                                                                                                                                                                                                                                                           |               |                                  |                                   |                                                                                                                                                                                                                                                                |                      |        |                    |    |                            |    |                             |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 expansion of Sewer lines.

**CERTIFICATE HOLDER**  
 WV Water Development  
 180 Association Drive  
 Charleston, WV 25311

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE





**RED SULPHUR PUBLIC SERVICE DISTRICT**

**COMBINED WATERWORKS AND SEWERAGE SYSTEM  
REVENUE BONDS, SERIES 2005 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)**

**BOND RESOLUTION**

**Table of Contents**

| <b>Subject</b>                                                                                                                |                                                                 | <b>Page</b> |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------|
| <b>ARTICLE I</b>                                                                                                              |                                                                 |             |
| <b>STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS</b>                                                                          |                                                                 |             |
| Section 1.01                                                                                                                  | Authority for this Resolution                                   | 2           |
| Section 1.02                                                                                                                  | Findings                                                        | 2           |
| Section 1.03                                                                                                                  | Bond Legislation Constitutes Contract                           | 5           |
| Section 1.04                                                                                                                  | Definitions                                                     | 5           |
| <b>ARTICLE II</b>                                                                                                             |                                                                 |             |
| <b>AUTHORIZATION OF ACQUISITION AND CONSTRUCTION<br/>OF THE PROJECT AND AUTHORIZATION OF REFUNDING</b>                        |                                                                 |             |
| Section 2.01                                                                                                                  | Authorization of Acquisition and Construction of the<br>Project | 14          |
| Section 2.02                                                                                                                  | Authorization of Refunding of the Prior Notes                   | 14          |
| <b>ARTICLE III</b>                                                                                                            |                                                                 |             |
| <b>AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND<br/>SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN<br/>AGREEMENT</b> |                                                                 |             |
| Section 3.01                                                                                                                  | Authorization of Bonds                                          | 15          |
| Section 3.02                                                                                                                  | Terms of Bonds                                                  | 15          |

|              |                                                                                        |    |
|--------------|----------------------------------------------------------------------------------------|----|
| Section 3.03 | Execution of Bonds                                                                     | 16 |
| Section 3.04 | Authentication and Registration                                                        | 16 |
| Section 3.05 | Negotiability, Transfer and Registration                                               | 16 |
| Section 3.06 | Bonds Mutilated, Destroyed, Stolen or Lost                                             | 17 |
| Section 3.07 | Bonds not to be Indebtedness of the Issuer                                             | 17 |
| Section 3.08 | Bonds Secured by Pledge of Net Revenues; Lien<br>Positions with respect to Prior Bonds | 18 |
| Section 3.09 | Delivery of Bonds                                                                      | 18 |
| Section 3.10 | Form of Series 2005 A Bonds                                                            | 18 |
| Section 3.11 | Sale of Bonds; Approval and Ratification of<br>Execution of Loan Agreement             | 28 |
| Section 3.12 | "Amended Schedule" Filing                                                              | 28 |

**ARTICLE IV  
[RESERVED] 29**

**ARTICLE V  
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF**

|              |                                                             |    |
|--------------|-------------------------------------------------------------|----|
| Section 5.01 | Establishment of Funds and Accounts with<br>Depository Bank | 30 |
| Section 5.02 | Establishment of Funds and Accounts with Commission         | 30 |
| Section 5.03 | System Revenues; Flow of Funds                              | 30 |

**ARTICLE VI  
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS**

|              |                                                                     |    |
|--------------|---------------------------------------------------------------------|----|
| Section 6.01 | Application of Bond Proceeds; Pledge of<br>Unexpended Bond Proceeds | 36 |
| Section 6.02 | Disbursements From the Bond Construction Trust<br>Fund              | 36 |

**ARTICLE VII  
ADDITIONAL COVENANTS OF THE ISSUER**

|              |                                                                                        |    |
|--------------|----------------------------------------------------------------------------------------|----|
| Section 7.01 | General Covenants of the Issuer                                                        | 38 |
| Section 7.02 | Bonds not to be Indebtedness of the Issuer                                             | 38 |
| Section 7.03 | Bonds Secured by Pledge of Net Revenues; Lien<br>Positions with respect to Prior Bonds | 38 |
| Section 7.04 | Initial Schedule of Rates and Charges                                                  | 38 |
| Section 7.05 | Sale of the System                                                                     | 39 |

|              |                                                                                                 |    |
|--------------|-------------------------------------------------------------------------------------------------|----|
| Section 7.06 | Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances | 40 |
| Section 7.07 | Parity Bonds                                                                                    | 41 |
| Section 7.08 | Books; Records and Audit                                                                        | 43 |
| Section 7.09 | Rates                                                                                           | 45 |
| Section 7.10 | Operating Budget and Monthly Financial Report                                                   | 45 |
| Section 7.11 | Engineering Services and Operating Personnel                                                    | 46 |
| Section 7.12 | No Competing Franchise                                                                          | 46 |
| Section 7.13 | Enforcement of Collections                                                                      | 47 |
| Section 7.14 | No Free Services                                                                                | 47 |
| Section 7.15 | Insurance and Construction Bonds                                                                | 47 |
| Section 7.16 | Mandatory Connections                                                                           | 49 |
| Section 7.17 | Completion of Project; Permits and Orders                                                       | 49 |
| Section 7.18 | Compliance with Loan Agreement and Law                                                          | 49 |
| Section 7.19 | Statutory Mortgage Lien                                                                         | 50 |
| Section 7.20 | Securities Law Compliance                                                                       | 50 |
| Section 7.21 | Contracts; Public Releases                                                                      | 50 |

**ARTICLE VIII  
INVESTMENT OF FUNDS**

|              |                                                 |    |
|--------------|-------------------------------------------------|----|
| Section 8.01 | Investments                                     | 52 |
| Section 8.02 | Certificate and Covenants as to Use of Proceeds | 52 |

**ARTICLE IX  
DEFAULT AND REMEDIES**

|              |                         |    |
|--------------|-------------------------|----|
| Section 9.01 | Events of Default       | 54 |
| Section 9.02 | Remedies                | 54 |
| Section 9.03 | Appointment of Receiver | 55 |

**ARTICLE X  
PAYMENT OF BONDS**

|               |                  |    |
|---------------|------------------|----|
| Section 10.01 | Payment of Bonds | 57 |
|---------------|------------------|----|

**ARTICLE XI  
MISCELLANEOUS**

|               |                                               |    |
|---------------|-----------------------------------------------|----|
| Section 11.01 | Amendment or Modification of Bond Legislation | 58 |
| Section 11.02 | Bond Legislation Constitutes Contract         | 58 |
| Section 11.03 | Severability of Invalid Provisions            | 58 |
| Section 11.04 | Headings, Etc.                                | 58 |
| Section 11.05 | Notices                                       | 58 |
| Section 11.06 | Conflicting Provisions Repealed               | 59 |
| Section 11.07 | Covenant of Due Procedure, Etc.               | 59 |
| Section 11.08 | Public Notice of Proposed Financing           | 59 |
| Section 11.09 | Effective Date                                | 61 |
|               | <b>SIGNATURES</b>                             | 61 |
|               | <b>CERTIFICATION</b>                          | 62 |
|               | <b>EXHIBIT A - Loan Agreement</b>             | 63 |

RED SULPHUR PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE PAYMENT OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN NOTES, SERIES 1998 (WEST VIRGINIA INFRASTRUCTURE FUND) AND AUTHORIZING THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF RED SULPHUR PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$4,150,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 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 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 RED SULPHUR 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. Red Sulphur Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Monroe County of said State.

B. The Issuer presently owns and operates a public combined waterworks and sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer consisting of increasing plant capacity from .223 million gallons per day (mgd) to .75 mgd, upgrading portions of existing collection lines and construction of additional collection lines to serve additional customers in the Red Sulphur District and the Town of Peterstown, together with all appurtenant facilities (collectively, the "Project") (the existing public combined waterworks and sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer has heretofore temporarily financed the design of the Project by the issuance of the Combined Waterworks and Sewerage System Design Notes, Series 1998 (West Virginia Infrastructure Fund), dated June 15, 1998, issued in the original aggregate principal amount of \$180,600 (the "Prior Notes").

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

E. It is deemed necessary and desirable for the Issuer to refund the Prior Notes to effect the release and termination of certain restrictions, conditions and limitations imposed in the Prior Note Resolution.

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

G. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$4,150,000 (the "Series 2005 A Bonds"), to refund the Prior Notes and permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2005 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; amounts which may be deposited in the Series 2005 A Bonds Reserve Account (as hereinafter defined); the costs of refunding the Prior Notes; 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 2005 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 2005 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

I. It is in the best interests of the Issuer that its Series 2005 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 Issuer, the Authority and the Council (the "Loan Agreement"), to be approved hereby if not previously approved by resolution of the Issuer.

J. Upon payment of the Prior Notes, there are outstanding obligations of the Issuer which will rank on a parity with the Series 2005 A Bonds as to liens, pledge and source of and security for payment, being the (i) Combined Waterworks and Sewerage

System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000; (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500; (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500; (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000; (v) an assumed Waterworks Loan, dated November 10, 1977, issued in the original aggregate principal amount of \$36,000; (vi) an assumed Waterworks Loan, dated May 3, 1967, issued in the original aggregate principal amount of \$50,290, all of which are held by the Rural Utilities Service; and (vii) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, held by the Authority (collectively, the "First Lien Bonds"). The Series 2005 A Bonds will be senior and prior, as to liens, pledge and source of and security for payment, to the Issuer's (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 16, 1987, issued in the original aggregate principal amount of \$181,173 (the "Subordinate Bonds"), held by the Authority. The First Lien Bonds and Subordinate Bonds are sometimes collectively herein referred to as the "Prior Bonds".

Prior to the issuance of the Series 2005 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the First Lien Bonds are met; (ii) the written consent of the Holders of the First Lien Bonds to the issuance of the Series 2005 A Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holders of the Subordinate Bonds to the issuance of the Series 2005 A Bonds on a senior and prior basis to the Subordinate Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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

L. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2005 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 2005 A Bonds or such final order will not be subject to appeal or rehearing.

M. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development Council (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 2005 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such 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 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2005 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 2005 A Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

"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 2005 A Bonds for all or a portion of the proceeds of the Series 2005 A Bonds from the Authority.

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

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

"Consulting Engineers" means Pentree Incorporated, 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.

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

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

"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.

"First Lien Bonds" means, collectively, the Series 1967 Water Loan, the Series 1977 Water Loan, Series 1987A Bonds, Series 1992 Bonds, Series 1999 Bonds, Series 2002 A Bonds, and the Series 2003 A Bonds.

"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 hereinafter be constituted.

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

"Grant" means all monies received by the Issuer on account of any Grant.

"Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System and all parts thereof, all as calculated in accordance with sound accounting practices.

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

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

"Investment Property" means:

- (A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),
- (B) any obligation,
- (C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means Red Sulphur Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia, in Monroe County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, collectively, 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 2005 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 2005 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2005 A Bonds Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2005 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and

regularly included under recognized accounting principals and retention of a sum not to exceed 1/6th of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital; provided that all monthly amortization payments upon the Bonds and the Prior Bonds and into the Reserve Accounts, the Renewal and Replacement Fund and the other funds and accounts established by Article V hereof have been made to the last monthly payment date prior to the date of such retention.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bond canceled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or any Prior Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust 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 any Prior Bond, any Bond or any Prior Bond 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 2005 A Bonds by the Issuer in the Supplemental Resolution.

"Prior Bonds" means, collectively, the First Lien Bonds and the Subordinate Bonds, as more fully defined and described in Section 1.02J hereof.

"Prior Notes" means the Issuer's Combined Waterworks and Sewerage System Design Notes, Series 1998 (West Virginia Infrastructure Fund), dated June 15, 1998, which will be paid in full with the proceeds of the Series 2005 A Bonds on the Closing Date.

"Prior Resolutions" means the resolutions of the Issuer, as supplemented by the supplemental resolutions of the Issuer, authorizing the Prior Bonds.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

"Project" means the Project as described in Section 1.20B 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 agreement, 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 agreement either must mature as nearly as practicable coincident with the maturity of said repurchase agreement or must be replaced or increased so

that the market value thereof is always at least equal to the principal amount of said repurchase agreement, 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 exempt from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Resolutions and continued hereby.

"Reserve Accounts" means, collectively, the respective Reserve Accounts established for the Series 2005 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts to be on deposit in any Reserve Account for the Prior Bonds and the Series 2005 A Bonds.

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

"RUS Bonds" means the Series 2003 A Bonds, Series 2002 A Bonds, Series 1999 Bonds, Series 1992 Bonds, Series 1977 Water Loan and Series 1967 Water Loan.

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

"Series 1967 Water Loan" means the assumed Waterworks Loan, dated May 3, 1967, issued in the original aggregate principal amount of \$50,290.

"Series 1977 Water Loan" means the assumed Waterworks Loan, dated November 10, 1977, issued in the original aggregate principal amount of \$36,000.

"Series 1987 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, dated November 16, 1987, issued in the original aggregate principal amount of \$738,647.

"Series 1992 Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000.

"Series 1999 Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), dated May 20, 1999, issued in the original aggregate principal amount of \$156,500.

"Series 2002 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated July 11, 2002, issued in the original aggregate principal amount of \$1,538,500.

"Series 2003 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 21, 2003, issued in the original aggregate principal amount of \$1,800,000.

"Series 2005 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Bond Legislation.

"Series 2005 A Bonds Construction Trust Fund" means the Series 2005 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2005 A Bonds Reserve Account" means the Series 2005 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2005 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2005 A Bonds in the then current or any succeeding year.

"Series 2005 A Bonds Sinking Funds" means the Series 2005 A Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

"Subordinate Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 16, 1987, issued in the original aggregate principal amount of \$181,173.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2005 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2005 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, all funds and accounts established or continued hereunder.

"System" means the existing combined waterworks and sewerage system of the Issuer, as expanded and improved by the Project, and includes the complete waterworks and sewerage system of the Issuer and all waterworks and sewerage 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 combined waterworks and sewerage system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the combined waterworks and sewerage system after the completion of the Project.

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

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

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

#### 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 \$6,169,160, 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 2005 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and has entered into or 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 not to exceed \$6,169,160, of which not more than \$4,150,000 will be obtained from proceeds of the Series 2005 A Bonds, and approximately \$2,019,160 will be obtained from a grant by the Council.

#### Section 2.02. Authorization of Refunding of the Prior Notes.

There is hereby authorized and ordered the payment in full of the entire outstanding principal of and all accrued interest on the Prior Notes on the Closing Date. The cost of the refunding will be obtained from the proceeds of the Series 2005 A Bonds. Upon payment in full of the Prior Notes, any pledge in favor of the holders of the Prior Notes imposed by the Prior Notes Resolution are hereby ordered terminated, discharged and released.

### ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of refunding the Prior Notes, capitalizing interest on the Series 2005 A Bonds, funding a reserve account for the Series 2005 A Bonds, 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 2005 A Bonds of the Issuer. The Series 2005 A Bonds shall be issued as a single bond, designated "Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund)", in the principal amount of not more than \$4,150,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2005 A Bonds remaining after funding of the Series 2005 A Bonds Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2005 A Bonds, if any, shall be deposited in or credited to the Series 2005 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 2005 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2005 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2005 A Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2005 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 2005 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2005 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 2005 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 2005 A Bonds shall cease to be such officer of the Issuer before the Series 2005 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 2005 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 2005 A Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 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 2005 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 2005 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 2005 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 2005 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 2005 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 2005 A Bonds or transferring the registered Series 2005 A Bonds are exercised, all Series 2005 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2005 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2005 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2005 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2005 A Bonds or, in the case of any proposed redemption of Series 2005 A Bonds, next preceding the date of the selection of Series 2005 A 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 2005 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 canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2005 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 2005 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2005 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2005 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the Subordinate Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2005 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 to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2005 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2005 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 2005 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 2005 A Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 2005 A Bonds.

Section 3.10. Form of Series 2005 A Bonds. The text of the Series 2005 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  
RED SULPHUR PUBLIC SERVICE DISTRICT  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES 2005 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-\_\_\_\_\_

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That on this \_\_\_\_ day of \_\_\_\_\_, 2005, RED SULPHUR PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Monroe County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 200\_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated \_\_\_\_\_, 2005.

This Bond is issued to: (i) refund the Combined Waterworks and Sewerage System Design Notes, Series 1998 (West Virginia Infrastructure Fund) (the "Prior Notes"), (ii) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (iii) pay certain costs of issuance of the Bonds of this series (the "Bonds") and related costs. The existing public combined waterworks and sewerage 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"), a Bond Resolution duly adopted by the Issuer on \_\_\_\_\_, 2005, and a Supplemental Resolution duly adopted by the Issuer on \_\_\_\_\_, 2005 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 21, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,800,000; (2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 11, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,538,500; (3) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999, DATED MAY 20, 1999 (UNITED STATES DEPARTMENT OF AGRICULTURE), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$156,500; (4) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1992, DATED JULY 14, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,979,000; (5) AN ASSUMED WATERWORKS LOAN, DATED NOVEMBER 10, 1977, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$36,000; (6) AN ASSUMED WATERWORKS LOAN, DATED MAY 3, 1967, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$50,290, ALL HELD BY THE RURAL UTILITIES SERVICE; AND (7) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987A, DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$738,647, HELD BY THE AUTHORITY (COLLECTIVELY, THE "FIRST LIEN BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT TO THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B, DATED NOVEMBER 16, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$181,173 (THE "SUBORDINATE BONDS"), HELD BY THE AUTHORITY. THE FIRST LIEN BONDS AND SUBORDINATE BONDS ARE SOMETIMES COLLECTIVELY HEREIN REFERRED TO AS THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the First Lien Bonds and senior and prior to the Subordinate Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2005 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2005 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Prior Bonds held by the Rural Utilities Service (the "RUS Bonds") are outstanding, and thereafter, 115% of such amount; provided that, when the RUS Bonds are no longer outstanding and so long as there exists in the Series 2005 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, RED SULPHUR 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 on the day and  
year first written above.

[SEAL]

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2005 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: \_\_\_\_\_, 2005.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

By: \_\_\_\_\_  
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: \_\_\_\_\_, 2005.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2005 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. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

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

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund (established by the Prior Resolutions);
- (2) Renewal and Replacement Fund (established by the Prior Resolutions); and
- (3) Series 2005 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 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 2005 A Bonds Sinking Fund; and
- (2) Series 2005 A Bonds Reserve Account

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and in the Prior Resolutions 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 and in the Prior Resolutions. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

- (1) The Issuer shall first, each month, pay from the Revenue Fund all Operating Expenses of the System.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (i) to the National Finance Office, the amounts required by the Prior

Resolutions to pay interest on the RUS Bonds; and (ii) to the Commission, for deposit in the Series 1987 A Bonds Sinking Fund, the amounts required by the Prior Resolutions to pay interest on the Series 1987 A Bonds.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (i) to the National Finance Office, the amounts required by the Prior Resolutions to pay the principal of the RUS Bonds;(ii) to the Commission, for deposit in the Series 1987 A Bonds Sinking Fund, the amounts required by the Prior Resolutions to pay the principal of the Series 1987 A Bonds; and (iii) to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2005 A Bonds, for deposit in the Series 2005 A Bonds Sinking Fund, an amount equal to 1/3 of the amount of principal which will mature and become due on the Series 2005 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 2005 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (i) to the Depository Bank, the amounts required by the Prior Resolutions to be deposited in the Reserve Accounts for the Series 1967 Water Loan, Series 1977 Water Loan, Series 1992 Bonds and Series 1999 Bonds; (ii) to the Commission, the amounts required by the Prior Resolutions to be deposited in the Reserve Accounts for the Series 1987 A Bonds, the Series 2002 A Bonds and the Series 2003 A Bonds; and (iii) to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2005 A Bonds, if not fully funded upon issuance of the Series 2005 A Bonds, for deposit in the Series 2005 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2005 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2005 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2005 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund to the Renewal and Replacement Fund, (i) the amounts required by the Prior Resolutions, so long as the RUS Bonds are outstanding, and (ii) an amount equal to 2 ½ % of the Gross Revenues each month (as previously set forth in the Prior Resolutions and not in addition thereto), so long as the Series 2005 A Bonds are outstanding, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with the Prior Resolutions and Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System and as permitted under the Prior Resolutions; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, the Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Sinking Fund, the amounts required by the 1987 Resolution for the payment of principal and interest on the 1987 B Bonds.

(7) The Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Reserve Account, the amount required by the 1987 Resolution to be deposited therein.

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

Monies in the Series 2005 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2005 A Bonds, as the same shall become due. Monies in the Series 2005 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2005 A Bonds as the same shall come due, when other monies in the Series 2005 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2005 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, if any, due on the Series 2005 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the respective Series 2005 A Bonds Reserve Account which result in a reduction in the balance of the Series 2005 A Bonds Reserve Account to below the Series 2005 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the priority set forth above.

As and when additional Bonds ranking on a parity with the Series 2005 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest, if any, on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2005 A Bonds Sinking Fund or the Series 2005 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2005 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2005 A Bonds and the First Lien 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 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All

remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2005 A Bonds 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 first business day of each month), deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2005 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 and submit copies of said forms along with copies of its payment check to the Authority by the 5th day of such calendar month.

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

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

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

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

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

## ARTICLE VI

### BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2005 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2005 A Bonds, there shall first be deposited with the Commission in the Notes Payment Fund, the amounts required to pay in full the entire outstanding principal of and all accrued interest on the Prior Notes.

B. Next, from the proceeds of the Series 2005 A Bonds, there shall be deposited with the Commission in the Series 2005 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 2005 A Bonds for the period commencing on the date of issuance of the Series 2005 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. Next, from the proceeds of the Series 2005 A Bonds, there shall be deposited with the Commission in the Series 2005 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2005 A Bonds Reserve Account.

D. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2005 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2005 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 2005 A Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2005 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 for the costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2005 A Bonds Construction Trust Fund shall be made only after submission to 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, monies in the Series 2005 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

The Issuer shall expend all proceeds of the Series 2005 A Bonds within 3 years of the date of issuance of the Council's Bonds, the proceeds of which were used to make the loan to the Issuer.

## 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 2005 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 2005 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 2005 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2005 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 any Series 2005 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2005 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2005 A Bonds shall be secured by a first lien on the Net Revenues derived from the operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the Subordinate Bonds. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest, if any, on the Prior Bonds and the Series 2005 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Orders of the Public Service Commission of West Virginia entered in Case No. 05-0030-PWD-19A (water rates) and in Case No. 04-0032-PSD-CN (sewer rates) and such rates are hereby adopted.

So long as the Series 2005 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2005 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, except as provided in the Prior Resolutions. Additionally, so long as the Series 2005 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 2005 A Bonds, immediately be remitted to the Commission for deposit in the Series 2005 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, if any, on the Series 2005 A Bonds. Any balance remaining after the payment of the Series 2005 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

first, in writing, determine upon consultation with 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 shall be deposited in the Renewal and Replacement Fund. Payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation.

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2005 A Bonds and the Prior Bonds. All obligations issued by the Issuer after the issuance of the Series 2005 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 2005 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation 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 2005 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 2005 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. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2005 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2005 A Bonds.

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

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

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

The foregoing limitation may be waived or modified by the written consent of the Holders of the RUS Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the RUS Bonds are no longer outstanding, the following parity requirement shall be met:

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

and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

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

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

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

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2005 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 2005 A Bonds.

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

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

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

The Issuer 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 2005 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2005 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 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 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 2005 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2005 A Bonds. Such audit report submitted to the Council and the Authority shall include a statement that notes whether the results of the tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

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

Section 7.09. Rates. Prior to the issuance of the Series 2005 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 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2005 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2005 A Bonds, including the First Lien Bonds; provided that, in the event amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2005 A Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2005 A Bonds, including the First Lien Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2005 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 2005 A Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a 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 and the Council and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to 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 each Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

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

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

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the 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 2005 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of 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 not less than 100% of the amount of any 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 System facilities are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

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

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

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

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

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion 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 2005 A Bonds are outstanding.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2005 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the Council with copies of all documents submitted to the Authority.

The Issuer shall also 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 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2005 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 and shall take effect immediately upon delivery of the Series 2005 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

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; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2005 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 2005 A Bonds held in "contingency" as set forth in the schedule attached to the Certificate of Consulting Engineer. The Issuer shall also obtain the

written approval of the Council before expending any proceeds of the Series 2005 A Bonds made available due to bid or construction or project underruns.

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

## ARTICLE VIII

### INVESTMENT OF FUNDS

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

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association 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 2005 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest, if any, on the Series 2005 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2005 A Bonds as a condition to issuance of the Series 2005 A Bonds. In addition, the Issuer

covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2005 A Bonds as may be necessary in order to maintain the status of the Series 2005 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2005 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority, the Council or the Council, as the case may be, from which the proceeds of the Series 2005 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2005 A Bonds and any additional information requested by the Authority.

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2005 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2005 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 2005 A Bonds set forth in this Bond Legislation, any Supplemental Resolution or in the Series 2005 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 Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2005 A Bonds may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered 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 2005 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 2005 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2005 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2005 A Bonds shall be on a parity with the Holders of the First Lien Bonds, and senior and prior to the Subordinate Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Series 2005 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, 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 the Series 2005 A Bonds, any Registered Owner of a Series 2005 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 2005 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 2005 A Bonds and interest, if any, 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 2005 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 2005 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2005 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 2005 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2005 A 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 2005 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2005 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2005 A Bonds or the rate of interest, if any, 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 2005 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 2005 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 2005 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 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:

Red Sulphur Public Service District  
Post Office Box 457  
Red Sulphur, West Virginia 26206  
Attention: Chairman

AUTHORITY:

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

Council:

West Virginia Infrastructure and Jobs Development Council  
300 Summers Street, Suite 980  
Charleston, West Virginia 25301  
Attention: Executive Secretary

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

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

Section 11.07. 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. Public Notice of Proposed Financing. Prior to making formal application to the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity and adoption of this Resolution, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation in

each municipality in Red Sulphur Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

(a) The maximum amount of the Series 2005 A Bonds to be issued;

(b) The maximum interest rate and terms of the Series 2005 A Bonds authorized hereby;

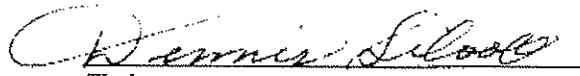
(c) The public service properties to be acquired or constructed and the cost of the same;

(d) The maximum anticipated rates which will be charged by the Issuer; and

(e) The date that the formal application for a certificate of public convenience and necessity is to be filed with the Public Service Commission of West Virginia.

Section 11.09. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 2nd day of August, 2005.

  
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board  
of RED SULPHUR PUBLIC SERVICE DISTRICT on the 2nd day of August, 2005.

Dated: August 11, 2005.

[SEAL]

  
Secretary

EXHIBIT A

Loan Agreement included in bond transcript as Document 3.

06/09/05  
742910.00002



**RED SULPHUR PUBLIC SERVICE DISTRICT**

**Combined Waterworks and Sewerage System Revenue Bonds, Series  
2003 A  
(United States Department of Agriculture)**

**BOND RESOLUTION**

**Table of Contents**

| <b>Subject</b>                                                              |                                                              | <b>Page</b> |
|-----------------------------------------------------------------------------|--------------------------------------------------------------|-------------|
| <b>ARTICLE I</b>                                                            |                                                              |             |
| <b>STATUTORY AUTHORITY, FINDINGS<br/>AND DEFINITIONS</b>                    |                                                              |             |
| Section 1.01                                                                | Authority for This Resolution                                | 1           |
| Section 1.02                                                                | Findings and Determinations                                  | 1           |
| Section 1.03                                                                | Bond Legislation Constitutes Contract                        | 4           |
| Section 1.04                                                                | Definitions                                                  | 4           |
| <b>ARTICLE II</b>                                                           |                                                              |             |
| <b>AUTHORIZATION OF ACQUISITION AND<br/>CONSTRUCTION OF THE PROJECT</b>     |                                                              |             |
| Section 2.01                                                                | Authorization of Acquisition and Construction of the Project | 10          |
| <b>ARTICLE III</b>                                                          |                                                              |             |
| <b>AUTHORIZATION, TERMS, EXECUTION,<br/>REGISTRATION AND ISSUE OF BONDS</b> |                                                              |             |
| Section 3.01                                                                | Authorization of Bonds                                       | 11          |
| Section 3.02                                                                | Description of Bonds                                         | 11          |
| Section 3.03                                                                | Negotiability, Registration, Transfer and Exchange of Bonds  | 11          |
| Section 3.04                                                                | Bond Registrar                                               | 12          |
| Section 3.05                                                                | Execution of Bonds                                           | 12          |
| Section 3.06                                                                | Bonds Mutilated, Destroyed, Stolen or Lost                   | 12          |
| Section 3.07                                                                | Bonds Secured by Pledge of Net Revenues                      | 13          |
| Section 3.08                                                                | Form of Bond                                                 | 13          |
|                                                                             | FORM OF BOND                                                 | 14          |

**ARTICLE IV  
SYSTEM REVENUES AND APPLICATION THEREOF;  
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS**

|              |                                                          |    |
|--------------|----------------------------------------------------------|----|
| Section 4.01 | Establishment of Funds and Accounts with Depository Bank | 20 |
| Section 4.02 | Creation of Funds and Accounts with Commission           | 20 |
| Section 4.03 | Bond Proceeds; Project Construction Account              | 20 |
| Section 4.04 | Covenants of the Issuer as to System Revenues and Funds  | 21 |
| Section 4.05 | Interim Construction Financing                           | 26 |

**ARTICLE V  
GENERAL COVENANTS, ETC.**

|              |                                                    |    |
|--------------|----------------------------------------------------|----|
| Section 5.01 | General Statement                                  | 27 |
| Section 5.02 | Rates                                              | 27 |
| Section 5.03 | Sale of the System                                 | 27 |
| Section 5.04 | Issuance of Additional Parity Bonds or Obligations | 27 |
| Section 5.05 | Insurance and Bonds                                | 28 |
| Section 5.06 | Statutory Mortgage Lien                            | 30 |
| Section 5.07 | Events of Default                                  | 30 |
| Section 5.08 | Enforcement                                        | 31 |
| Section 5.09 | Fiscal Year; Budget                                | 31 |
| Section 5.10 | Compensation of Members of Governing Body          | 31 |
| Section 5.11 | Covenant to Proceed and Complete                   | 31 |
| Section 5.12 | Books and Records; Audits                          | 31 |
| Section 5.13 | Maintenance of System                              | 32 |
| Section 5.14 | No Competition                                     | 32 |

**ARTICLE VI  
RATES, ETC.**

|              |                                              |    |
|--------------|----------------------------------------------|----|
| Section 6.01 | Initial Schedule of Rates and Charges; Rules | 33 |
|--------------|----------------------------------------------|----|

**ARTICLE VII  
MISCELLANEOUS**

|              |                                    |    |
|--------------|------------------------------------|----|
| Section 7.01 | Payment of Bonds                   | 34 |
| Section 7.02 | Modification or Amendment          | 34 |
| Section 7.03 | Delivery of Bonds                  | 34 |
| Section 7.04 | Severability of Invalid Provisions | 34 |
| Section 7.05 | Conflicting Provisions Repealed    | 34 |
| Section 7.06 | Table of Contents and Headings     | 34 |
| Section 7.07 | Covenant of Due Procedure, Etc.    | 35 |
| Section 7.08 | Effective Time                     | 35 |
|              | <b>SIGNATURES</b>                  | 36 |
|              | <b>CERTIFICATION</b>               | 37 |

RED SULPHUR PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING COMBINED WATERWORKS AND SEWERAGE SYSTEM OF RED SULPHUR PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,800,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF RED SULPHUR PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS  
AND DEFINITIONS

Section 1.01. Authority for This Resolution. This Resolution is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. Red Sulphur Public Service District (the "Issuer") is a public corporation and public service district and political subdivision of the State of West Virginia in Monroe County of said State, duly created pursuant to the Act by The County Commission of Monroe County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer currently owns and operates a public combined waterworks and sewerage system and desires to finance and acquire, construct, operate and maintain

certain additional public service properties consisting of additions, improvements and extensions to such existing combined waterworks and sewerage facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, improvements and extensions to the existing combined waterworks and sewerage facilities of the Issuer, consisting of (i) approximately 70,900 linear feet of PVC water line, 200 linear feet of creek crossing, 565 linear feet of road bores, 35 gate valves, 30 fire hydrant assemblies, a 150 gpm booster station at Bozoo and related appurtenances, upgrading of the Peterstown water treatment plant central monitor/control panel and the reconnection of 50 customers to new water mains; (ii) approximately 28,200 linear feet of PVC water line, 150 linear feet of creek crossing, 225 linear feet of road bores, 9 gate valves, 12 fire hydrant assemblies, 1,200 linear feet of service line, the upgrading of the existing settling basin at the Peterstown water treatment plant to improve the solids removal capacity of the basin, and the installation of a chlorine residual analyzer, a low range turbidimeter, a chlorine residual level recorder and related appurtenances; and (iii) construction of 116,400 gallon Bozoo water storage tank, approximately 400 linear feet of water line, 550 linear feet of drain line, 9 gate valves, 325 linear feet of 8-inch high chain link fence, an access road, parking and related appurtenances, and all necessary appurtenant facilities (collectively, the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The existing combined waterworks and sewerage facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (hereinafter defined) and all funds and accounts and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is \$3,080,000, of which \$1,800,000 will be obtained from the proceeds of sale of the Series 2003 A Bonds herein authorized and \$1,280,000 will be obtained from a grant from the Purchaser.

E. It is necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), in the aggregate principal amount of \$1,800,000 (the "Bond" or "Series 2003 A Bonds"), to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without

being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2003 A Bonds prior to, during and for six months after completion of such acquisition and construction of the improvements and extensions; engineering, fiscal agents 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 Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

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

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2003 A Bonds as to liens, pledge and source of the security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (the "2002 A Bonds") dated July 11, 2002, and held by the Purchaser issued in the original aggregate principal amount of \$1,538,500, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (the "1999 Bonds") dated May 20, 1999, and held by the Purchaser, issued in the original aggregate principal amount of \$156,500, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (the "1992 Bonds"), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (the "1987 A Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority, an assumed Waterworks Loan held by the Purchaser, dated November 10, 1977 (the "1977 Bonds"), issued in the original aggregate principal amount of \$36,000, and an assumed Waterworks Loan held by the Purchaser, dated May 3, 1967 (the "1967 Bonds") (collectively, the 2002 A Bonds, the 1999 Bonds, the 1992 Bonds, the 1987 A Bonds, the 1977 Bonds and the 1967 Bonds are referred to as the "First Lien Bonds").

There is outstanding an obligation of the Issuer which will rank junior and subordinate to the Bond as to liens, pledge and source of security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (the "1987 B Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173, and held by West Virginia Water Development Authority. The 1967 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds, the 1992 Bonds, the 1999 Bonds and the 2002 A Bonds are hereinafter collectively referred to as the "Prior Bonds."

The Issuer currently has outstanding the Combined Waterworks and Sewerage System Design Note, Series 1998 (West Virginia Infrastructure Fund), (the "Prior Note")

dated June 15, 1998, issued in the original aggregate principal amount of \$180,600. The Prior Notes are not secured by the assets of the System or the Net Revenues thereof and are junior and subordinate to the First Lien Bonds and the 1987 B Bonds.

Other than the Prior Bonds and the Prior Notes, there are no outstanding bonds or obligations which will rank prior to, on a parity with or junior to the Series 2003 A Bonds as to liens, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds and the Prior Notes, or the resolutions authorizing issuance of the Prior Bonds and the Prior Notes or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

H. It is in the best interest of the Issuer that the Series 2003 A Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions, dated January 16, 2001, and any and all amendments thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, the issuance of the Series 2003 A Bonds, or will have so complied prior to issuance of the Series 2003 A Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2003 A Bonds by those who shall be the Registered Owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2003 A Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bond Registrar" means the Issuer, which shall usually so act by its Secretary.

"Bonds" means, collectively, the Series 2003 A Bonds and the Prior Bonds.

"1967 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1977 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1987 A Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, of the Issuer described in Section 1.02G hereof.

"1987 B Bonds" means the outstanding Combined Waterworks and Sewerage Revenue Bonds, Series 1987 B, of the Issuer described in Section 1.02G hereof.

"1992 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, of the Issuer described in Section 1.02G hereof.

"1999 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1999, of the Issuer described in Section 1.02G hereof.

"2002 A Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A, of the Issuer described in Section 1.02G hereof.

"Chairman" means the Chairman of the Governing Body.

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

"Consulting Engineer" means Pentree, Inc., Princeton, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means Bank of Greenville, Lindside, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "combined waterworks and sewerage facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

"First Lien Bonds" means, collectively, the 1967 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1992 Bonds, the 1999 Bonds and the 2002 A Bonds.

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

"Governing Body" means the Public Service Board of the Issuer.

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

"Grants" means, collectively, all grants committed for the Project.

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Red Sulphur Public Service District, a public service district and a public corporation and a political subdivision of the State of West Virginia, in Monroe County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated January 16, 2001, and any and all amendments thereto.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital.

"Prior Bonds" means, collectively, the 1967 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds, the 1992 Bonds, the 1999 Bonds and the 2002 A Bonds.

"Prior Notes" means the Combined Waterworks and Sewerage System Design Notes, Series 1998 (West Virginia Infrastructure Fund).

"Prior Resolutions" means, collectively, the 1967 Resolution, the 1977 Resolution, the 1987 Resolution, the 1992 Resolution, the 1999 Resolution and the 2002 A Resolution.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

(a) Government Obligations;

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

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

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

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

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia 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 or Standard & Poor's Corporation.

"Registered Owner," "Bondholder," "Holder of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1967 Resolution, the 1977 Resolution, the 1987 Resolution, the 1992 Resolution, the 1999 Resolution, the 2002 A Resolution and the Bond Legislation.

"1967 Resolution" means the resolution of the Association adopted April 25, 1967, authorizing the 1967 Bonds.

"1977 Resolution" means the resolution of the Association adopted October 27, 1977, authorizing the 1977 Bonds.

"1987 Resolution" means the resolution of the Issuer adopted November 12, 1987 authorizing the 1987 A Bonds and the 1987 B Bonds.

"1992 Resolution" means the resolution of the Issuer adopted July 14, 1992, authorizing the 1992 Bonds.

"1999 Resolution" means the resolution of the Issuer adopted May 20, 1999, authorizing the 1999 Bonds.

"2002 A Resolution" means the resolution of the Issuer adopted July 9, 2002, authorizing the 2002 A Bonds.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"Series 2003 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"Series 2003 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2003 A Bonds in the then current or any succeeding year.

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

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

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 \$3,080,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2003 A Bonds hereby authorized shall be applied as provided in Article IV hereof.

### ARTICLE III

#### AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of the Bond Legislation, the Series 2003 A Bonds of the Issuer, to be known as "Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (United States Department of Agriculture)", are hereby authorized to be issued in the principal amount of \$1,800,000, for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 2003 A Bonds shall be issued in single form, numbered AR-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 2003 A Bonds shall bear interest from the date of delivery, payable monthly at the interest rate of 4.25% per annum, and shall be sold for the par value thereof.

The Series 2003 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2003 A Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2003 A Bonds, and the right to principal of and stated interest on the Series 2003 A Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2003 A Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2003 A Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2003 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2003 A Bonds.

Section 3.04. Bond Registrar. The Issuer shall be the Bond Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Series 2003 A Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2003 A Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2003 A Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2003 A Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law. The Series 2003 A Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2003 A Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2003 A Bonds shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2003 A Bonds shall cease to be such officer of the Issuer before the Series 2003 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. The Series 2003 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 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2003 A Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds or in lieu of and substitution for the Bonds destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2003 A Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2003 A Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07.      Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2003 A Bonds shall be secured forthwith by a lien on the Net Revenues derived from the System, on a parity with the liens and pledge of the First Lien Bonds and senior and prior to the liens and pledge of the 1987 B Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2003 A Bonds and the Prior Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2003 A Bonds and the Prior Bonds as the same become due.

Section 3.08.      Form of Bond. Subject to the provisions hereof, the text of the Series 2003 A Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(FORM OF BOND)

RED SULPHUR PUBLIC SERVICE DISTRICT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES 2003 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ 1,800,000

No. AR-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000), plus interest on the unpaid principal balance at the rate of 4.25% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$7,974, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the combined waterworks and sewerage system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or

denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted July 15, 2003, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

**THIS BOND IS ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES WITH THE 1967 BONDS, THE 1977 BONDS, THE 1987 A BONDS, THE 1992 BONDS, THE 1999 BONDS AND THE 2002 A BONDS (THE "FIRST LIEN BONDS"), AS FURTHER DEFINED AND DESCRIBED IN THE RESOLUTION. THIS BOND IS SENIOR AND PRIOR, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES, AND IN ALL OTHER RESPECTS, TO THE 1987 B BONDS, AS FURTHER DEFINED AND DESCRIBED IN THE RESOLUTION. THE PRIOR NOTES ARE NOT SECURED BY THE ASSETS OF THE SYSTEM OR THE NET REVENUES THEREOF AND ARE JUNIOR AND SUBORDINATE TO THE FIRST LIEN BONDS AND THE 1987 B BONDS.**

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

RED SULPHUR PUBLIC SERVICE DISTRICT

By: *Peter W. Wells Sr.*

Its: Chairman

Public Service Board

Post Office Box 697

Peterstown, West Virginia 24963

[CORPORATE SEAL]

ATTEST:

By: *Dennis Sebald*

Its: Secretary

(Form of)

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   |      | \$      | _____ |



## ARTICLE IV

### SYSTEM REVENUES AND APPLICATION THEREOF; DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank.

The following special funds or accounts are created with (or continued if previously established by the Prior Resolutions) and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by the Prior Resolutions);
- (2) Renewal and Replacement Fund (established by the 1987 Resolution and resulting from the combination with the Depreciation Reserve established by the Prior Resolutions); and
- (3) Project Construction Account.

Section 4.02. Creation of Funds and Accounts with Commission.

The following special funds or accounts are hereby created with the Commission:

- (1) Series 2003 A Bonds Reserve Fund.

Section 4.03. Bond Proceeds: Project Construction Account.

The proceeds of the sale of the Series 2003 A Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Moneys in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2003 A Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.04. Covenants of the Issuer as to System Revenues and Funds.

So long as any of the Series 2003 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2003 A Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2003 A Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2003 A Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Resolutions.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Resolutions not otherwise modified herein:

(1) The Issuer shall first, each month, transfer from the Revenue Fund the amount necessary and sufficient to pay the Operating Expenses of the System.

(2) The Issuer shall next, each month, on or before the due date of payment of each installment, transfer from the Revenue Fund and simultaneously (i) remit to the National Finance Office, the amounts required by the Prior Resolutions to pay the interest on, if any, and the principal of the 1967 Bonds, the 1977 Bonds, the 1992 Bonds, the 1999 Bonds and the 2002 A Bonds; (ii) remit to the Commission the amounts required by the Prior Resolutions to pay the interest on and principal of the 1987 A Bonds; and (iii) beginning on the 12th monthly anniversary of the Closing Date, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required to

pay the interest on the Series 2003 A Bonds. Beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance Office the amounts required to amortize the interest on and principal of the Series 2003 A Bonds over the life of the Bond issue.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit (i) to the Depository Bank for deposit into the 1967 Bonds, the 1977 Bonds, the 1992 Bonds, the 1999 Bonds and the 2002 A Bonds Reserve Accounts, the amounts required by the Prior Resolutions; (ii) to the Commission for deposit into the 1987 A Bonds Reserve Account, the amount required by the Prior Resolutions; and (iii) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission for deposit into the Series 2003 A Bonds Reserve Account, an amount equal to 0.4167% of the Minimum Reserve, until the amount in the Series 2003 A Bonds Reserve Account equals the Minimum Reserve; provided that, no further payments shall be made into the Series 2003 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Minimum Reserve. Monies in the Series 2003 A Bonds Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 2003 A Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 2003 A Bonds, or for mandatory prepayment of the Series 2003 A Bonds as hereinafter provided, and for no other purpose; provided, however, earnings from monies in the Series 2003 A Bond Reserve Account, so long as the Series 2003 A Bonds Reserve Requirement is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

(4) The Issuer shall next on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for the deposit in the Renewal and Replacement Fund (i) the amounts required by the Prior Resolutions; (ii) beginning on the date specified by the Purchaser, but in any event

not later than the 12th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, an amount equal to 0.4167% of the Minimum Reserve, until the amount in the Series 2003 A Bonds Reserve Account equals the Minimum Reserve, and thereafter, 0.8334% of the Minimum Reserve, so long as the Series 2003 A Bonds are outstanding; provided, however, that in the event Revenues are insufficient to fund the Series 2003 A Bonds Reserve Account in accordance with Section 4.04B above, or a withdrawal of funds from the Series 2003 A Bonds Reserve Account is made, payment of Revenues into the Renewal and Replacement Fund as provided in this Section 4.04B shall not be made, but instead Revenues shall be applied to the replenishment of the Series 2003 A Bonds Reserve Account until such deficiency is cured, at which time payments into the Renewal and Replacement Fund as provided in this Section 4.04B shall resume. Monies in the Renewal and Replacement Fund shall be used first to make up any deficiencies for monthly payments of interest on and principal of the Series 2003 A Bonds as the same become due, and next to restore to the Series 2003 A Bonds Reserve Account any sum or sums transferred therefrom. Thereafter, and provided that payments are current and in accordance with the foregoing provisions, monies in the Renewal and Replacement Fund may be withdrawn by the Issuer and used for replacements, repairs, improvements or extensions to the System.

(5) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, the Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Sinking Fund, the amounts required by the 1987 Resolution for the payment of principal and interest on the 1987 B Bonds.

(6) The Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Reserve Account, the amount required by the 1987 Resolution to be deposited therein.

(7) 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 First Lien Bonds and the Bond

outstanding and, thereafter, the 1987 B Bonds, or for any lawful purpose.

Whenever the money in the Series 2003 A Bonds Reserve Account shall be sufficient to prepay the Series 2003 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2003 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2003 A Bonds Reserve Account and the Renewal and Replacement Fund as herein provided, and all amounts required for the Series 2003 A Bonds Reserve Account, and the Renewal and Replacement Fund will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

The Revenue Fund and the Series 2003 A Bonds Reserve Account shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a parity with the liens of the holders of the First Lien Bonds, for further securing payment of the Series 2003 A Bonds and the interest thereon.

If on any payment date the Revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2003 A Bonds and the First Lien Bonds, in accordance with the respective principal amounts then Outstanding.

Subject to the Prior Resolutions, the Commission, at the direction of the Issuer, shall keep the moneys in the Series 2003 A Bonds Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund

or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Investment Management Board. Any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from moneys in the Series 2003 A Bonds Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually into the Revenue Fund by the Commission.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser and in the manner provided in the Prior Resolutions.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2003 A Bonds, provide evidence that there will be at least 1,740 bona fide users upon the Project on completion, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Depository Bank then due.

F. INVESTMENT OF EXCESS BALANCES. The moneys in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

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

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

Section 4.05. Interim Construction Financing. In order to pay certain costs of the Project pending receipt of proceeds of the Grants, if any, and advances of principal of the Series 2003 A Bonds, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed \$100,000 (the "Notes"). The Notes shall be in the form of a line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into the credit 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 credit agreement.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Series 2003 A Bonds or 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 Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth herein.

## ARTICLE V

### GENERAL COVENANTS, ETC.

Section 5.01.      General Statement. So long as the Series 2003 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2003 A Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 2003 A Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2003 A Bonds. The covenants contained in the Bond Legislation are in addition to the covenants contained in the Prior Resolutions which shall remain in full force and effect as long as the Prior Bonds are outstanding.

Section 5.02.      Rates. So long as the Series 2003 A Bonds are outstanding, the Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 2003 A Bonds and the Prior Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes. Provided, however, that any rate covenants contained in the Prior Resolutions shall remain in full force and effect so long as the Prior Bonds are outstanding and, to the extent any such rate covenants require higher rates, such covenants shall be controlling.

Section 5.03.      Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2003 A Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04.      Issuance of Additional Parity Bonds or Obligations. No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds Outstanding;

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

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

So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. Additionally, no additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued after the issuance of the Series 2003 A Bonds pursuant to this Bond Legislation, except with the prior written consent of the Purchaser. The foregoing limitation may be waived or modified by the written consent of the Holders of the Prior Bonds.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2003 A Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Series 2003 A Bonds.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

(f) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in such amount as may be requested by the Purchaser from time to time.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2003 A Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such

amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06.      Statutory Mortgage Lien. For the further protection of the Holder of the Series 2003 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 and shall take effect immediately upon the delivery of the Series 2003 A Bonds. The statutory mortgage lien of the Bond is on a parity with the statutory mortgage lien in favor of the holders of the First Lien Bonds and senior and prior to the statutory mortgage lien in favor of the holders of the 1987 B Bonds.

Section 5.07.      Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Series 2003 A Bonds at the date specified for payment thereof; and

(b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2003 A Bonds or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08.      Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09.      Fiscal Year; Budget. While the Series 2003 A Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and

ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13.      Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2003 A Bonds are outstanding.

Section 5.14.      No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

## ARTICLE VI

### RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Final Order of the Public Service Commission of West Virginia, entered on July 2, 2002, Case No. 02-0617-PWD-CN, which Final Order is incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01.      Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2003 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 with respect to the Series 2003 A Bonds, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2003 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2003 A Bonds, the Issuer may not defease the Series 2003 A Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02.      Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03.      Delivery of Bonds. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Series 2003 A Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04.      Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2003 A Bonds.

Section 7.05.      Conflicting Provisions Repealed. The Prior Resolutions and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Resolutions.

All resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form RUS 442-47) or the Prior Resolutions.

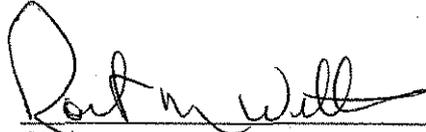
Section 7.06.      Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07.      Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State 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 7.08.      Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted: July 15, 2003.

RED SULPHUR PUBLIC SERVICE DISTRICT



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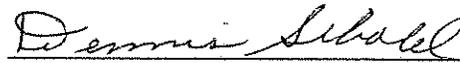
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board  
of RED SULPHUR PUBLIC SERVICE DISTRICT on the 15th day of July, 2003.

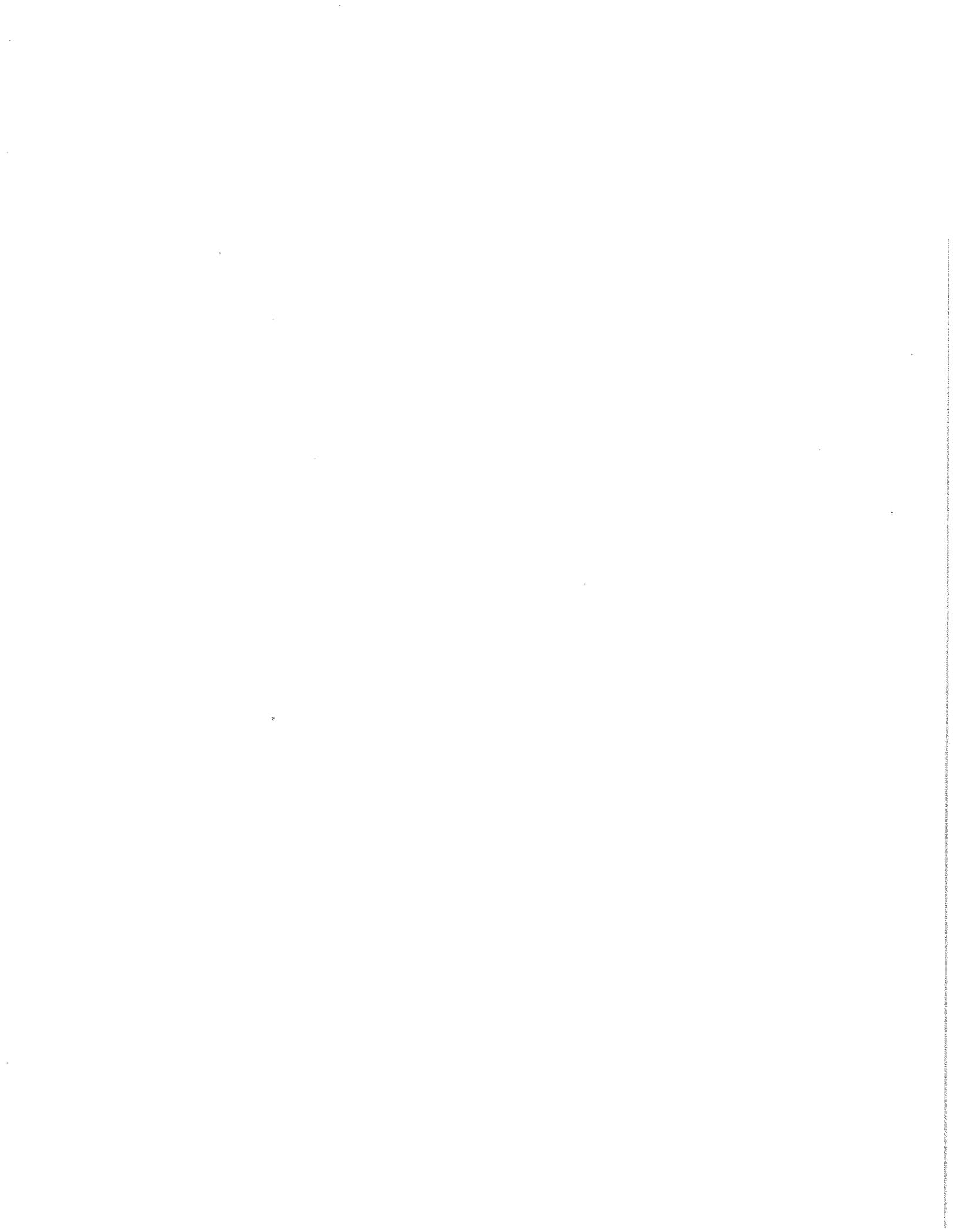
Dated: July 21, 2003.

[SEAL]



Secretary

07/12/03  
742910.00001



**RED SULPHUR PUBLIC SERVICE DISTRICT**

**Combined Waterworks and Sewerage System Revenue Bonds,  
Series 2002 A  
(United States Department of Agriculture)**

**BOND RESOLUTION**

**Table of Contents**

| <b>Subject</b>                                                              |                                                              | <b>Page</b> |
|-----------------------------------------------------------------------------|--------------------------------------------------------------|-------------|
| <b>ARTICLE I</b>                                                            |                                                              |             |
| <b>STATUTORY AUTHORITY, FINDINGS<br/>AND DEFINITIONS</b>                    |                                                              |             |
| Section 1.01                                                                | Authority for This Resolution                                | 1           |
| Section 1.02                                                                | Findings and Determinations                                  | 1           |
| Section 1.03                                                                | Bond Legislation Constitutes Contract                        | 4           |
| Section 1.04                                                                | Definitions                                                  | 4           |
| <b>ARTICLE II</b>                                                           |                                                              |             |
| <b>AUTHORIZATION OF ACQUISITION AND<br/>CONSTRUCTION OF THE PROJECT</b>     |                                                              |             |
| Section 2.01                                                                | Authorization of Acquisition and Construction of the Project | 10          |
| <b>ARTICLE III</b>                                                          |                                                              |             |
| <b>AUTHORIZATION, TERMS, EXECUTION,<br/>REGISTRATION AND ISSUE OF BONDS</b> |                                                              |             |
| Section 3.01                                                                | Authorization of Bonds                                       | 11          |
| Section 3.02                                                                | Description of Bonds                                         | 11          |
| Section 3.03                                                                | Negotiability, Registration, Transfer and Exchange of Bonds  | 11          |
| Section 3.04                                                                | Bond Registrar                                               | 12          |
| Section 3.05                                                                | Execution of Bonds                                           | 12          |
| Section 3.06                                                                | Bonds Mutilated, Destroyed, Stolen or Lost                   | 12          |
| Section 3.07                                                                | Bonds Secured by Pledge of Net Revenues                      | 13          |
| Section 3.08                                                                | Form of Bond                                                 | 13          |
|                                                                             | FORM OF BOND <sup>a</sup>                                    | 14          |

**ARTICLE IV  
SYSTEM REVENUES AND APPLICATION THEREOF;  
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS**

|              |                                                          |    |
|--------------|----------------------------------------------------------|----|
| Section 4.01 | Establishment of Funds and Accounts with Depository Bank | 20 |
| Section 4.02 | Creation of Funds and Accounts with Commission           | 20 |
| Section 4.03 | Bond Proceeds; Project Construction Account              | 20 |
| Section 4.04 | Covenants of the Issuer as to System Revenues and Funds  | 21 |
| Section 4.05 | Interim Construction Financing                           | 26 |

**ARTICLE V  
GENERAL COVENANTS, ETC.**

|              |                                                    |    |
|--------------|----------------------------------------------------|----|
| Section 5.01 | General Statement                                  | 27 |
| Section 5.02 | Rates                                              | 27 |
| Section 5.03 | Sale of the System                                 | 27 |
| Section 5.04 | Issuance of Additional Parity Bonds or Obligations | 27 |
| Section 5.05 | Insurance and Bonds                                | 28 |
| Section 5.06 | Statutory Mortgage Lien                            | 30 |
| Section 5.07 | Events of Default                                  | 30 |
| Section 5.08 | Enforcement                                        | 31 |
| Section 5.09 | Fiscal Year; Budget                                | 31 |
| Section 5.10 | Compensation of Members of Governing Body          | 31 |
| Section 5.11 | Covenant to Proceed and Complete                   | 31 |
| Section 5.12 | Books and Records; Audits                          | 31 |
| Section 5.13 | Maintenance of System                              | 32 |
| Section 5.14 | No Competition                                     | 32 |

**ARTICLE VI  
RATES, ETC.**

|              |                                              |    |
|--------------|----------------------------------------------|----|
| Section 6.01 | Initial Schedule of Rates and Charges; Rules | 33 |
|--------------|----------------------------------------------|----|

**ARTICLE VII  
MISCELLANEOUS**

|              |                                    |    |
|--------------|------------------------------------|----|
| Section 7.01 | Payment of Bonds                   | 34 |
| Section 7.02 | Modification or Amendment          | 34 |
| Section 7.03 | Delivery of Bonds                  | 34 |
| Section 7.04 | Severability of Invalid Provisions | 34 |
| Section 7.05 | Conflicting Provisions Repealed    | 34 |
| Section 7.06 | Table of Contents and Headings     | 34 |
| Section 7.07 | Covenant of Due Procedure, Etc.    | 35 |
| Section 7.08 | Effective Time                     | 35 |
|              | SIGNATURES                         | 36 |
|              | CERTIFICATION                      | 37 |

A. The Issuer currently owns and operates a public combined waterworks and sewerage system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of additions, improvements and extensions to such existing combined waterworks and sewerage facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, improvements and extensions to the existing combined waterworks and sewerage facilities of the Issuer, consisting of constructing approximately 65,000 linear feet of water mains, ranging from 2 inch to 10 inch, with appurtenances, a 200,000 gallon water storage tank, the upgrading of the Mill Hill booster station, developing an additional raw water source, constructing a 700 GPM raw water booster station with 4,400 linear feet of raw water line to connect to the Issuer's treatment plant, and all necessary appurtenant facilities (collectively, the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The existing combined waterworks and sewerage facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (hereinafter defined) and all funds and accounts and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is \$2,762,500, of which \$1,538,500 will be obtained from the proceeds of sale of the Series 2002 A Bonds herein authorized, \$1,174,000 will be obtained from a grant from the Purchaser and \$50,000 will be obtained from a grant from the Governor's Partnership Program.

E. It is necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), in the aggregate principal amount of \$1,538,500 (the "Bond" or "Series 2002 A Bonds"), to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2002 A Bonds prior to, during

and for six months after completion of such acquisition and construction of the improvements and extensions; engineering, fiscal agents 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 Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

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

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2002 A Bonds as to liens, pledge and source of the security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (the "1999 Bonds") dated May 20, 1999, and held by the Purchaser, issued in the original aggregate principal amount of \$156,500, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (the "1992 Bonds"), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (the "1987 A Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority, an assumed Waterworks Loan held by the Purchaser, dated November 10, 1977 (the "1977 Bonds"), issued in the original aggregate principal amount of \$36,000, and an assumed Waterworks Loan held by the Purchaser, dated May 3, 1967 (the "1967 Bonds") (collectively, the 1999 Bonds, the 1992 Bonds, the 1987 A Bonds, the 1977 Bonds, the 1967 Bonds are referred to as the "First Lien Bonds").

There is outstanding an obligation of the Issuer which will rank junior and subordinate to the Bond as to liens, pledge and source of security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (the "1987 B Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173, and held by West Virginia Water Development Authority. The 1967 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds, the 1992 Bonds and the 1999 Bonds are hereinafter collectively referred to as the "Prior Bonds."

The Issuer has paid in full and discharged its Combined Waterworks and Sewerage System Revenue Refunding Bonds, Series 1973, dated July 1, 1973 on or about January 1, 2000. Therefore, the lien position of the 1967 Bonds, the 1977 Bonds, the 1987 A Bonds and the 1992 Bonds has been upgraded from a second lien position to a first lien position, all on a parity with each other.

Other than the Prior Bonds, there are no outstanding bonds or obligations which will rank prior to, on a parity with or junior to the Series 2002 A Bonds as to liens, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

H. It is in the best interest of the Issuer that the Series 2002 A Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions, dated April 18, 2000, and any and all amendments thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, the issuance of the Series 2002 A Bonds, or will have so complied prior to issuance of the Series 2002 A Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2002 A Bonds by those who shall be the Registered Owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2002 A Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bond Registrar" means the Issuer, which shall usually so act by its Secretary.

"Bonds" means, collectively, the Series 2002 A Bonds and the Prior Bonds.

"1967 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1977 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1987 A Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, of the Issuer described in Section 1.02G hereof.

"1987 B Bonds" means the outstanding Combined Waterworks and Sewerage Revenue Bonds, Series 1987 B, of the Issuer described in Section 1.02G hereof.

"1992 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, of the Issuer described in Section 1.02G hereof.

"1999 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1999, of the Issuer described in Section 1.02G hereof.

"Chairman" means the Chairman of the Governing Body.

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

"Consulting Engineer" means Pentree, Inc., Princeton, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means Bank of Greenville, Lindside, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "combined waterworks and sewerage facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

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

"Governing Body" means the Public Service Board of the Issuer.

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

"Grants" means, collectively, all grants committed for the Project.

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Red Sulphur Public Service District, a public service district and a public corporation and a political subdivision of the State of West Virginia, in Monroe County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated April 18, 2000, and any and all amendments thereto.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital.

"Prior Bonds" means, collectively, the 1967 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds, the 1992 Bonds and the 1999 Bonds.

"Prior Resolutions" means, collectively, the 1967 Resolution, the 1977 Resolution, the 1987 Resolution, the 1992 Resolution and the 1999 Resolution.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

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 or Standard & Poor's Corporation.

"Registered Owner," "Bondholder," "Holder of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1967 Resolution, the 1977 Resolution, the 1987 Resolution, the 1992 Resolution, the 1999 Resolution and the Bond Legislation.

"1967 Resolution" means the resolution of the Association adopted April 25, 1967, authorizing the 1967 Bonds.

"1977 Resolution" means the resolution of the Association adopted October 27, 1977, authorizing the 1977 Bonds.

"1987 Resolution" means the resolution of the Issuer adopted November 12, 1987 authorizing the 1987 A Bonds and the 1987 B Bonds.

"1992 Resolution" means the resolution of the Issuer adopted July 14, 1992, authorizing the 1992 Bonds.

"1999 Resolution" means the resolution of the Issuer adopted May 20, 1999, authorizing the 1999 Bonds.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"Series 2002 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"Series 2002 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2002 A Bonds in the then current or any succeeding year.

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

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

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 \$2,762,500, 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 2002 A Bonds hereby authorized shall be applied as provided in Article IV hereof.

### ARTICLE III

#### AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of the Bond Legislation, the Series 2002 A Bonds of the Issuer, to be known as "Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (United States Department of Agriculture)", are hereby authorized to be issued in the principal amount of \$1,538,500, for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 2002 A Bonds shall be issued in single form, numbered AR-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 2002 A Bonds shall bear interest from the date of delivery, payable monthly at the interest rate of 4.75% per annum, and shall be sold for the par value thereof.

The Series 2002 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2002 A Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2002 A Bonds, and the right to principal of and stated interest on the Series 2002 A Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2002 A Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2002 A Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2002 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2002 A Bonds.

Section 3.07.      Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2002 A Bonds shall be secured forthwith by a lien on the Net Revenues derived from the System, on a parity with the liens and pledge of the First Lien Bonds and senior and prior to the liens and pledge of the 1987 B Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2002 A Bonds and the Prior Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2002 A Bonds and the Prior Bonds as the same become due.

Section 3.08.      Form of Bond. Subject to the provisions hereof, the text of the Series 2002 A Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(FORM OF BOND)

RED SULPHUR PUBLIC SERVICE DISTRICT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES 2002 A  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,538,500

No. AR-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION FIVE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$1,538,500), plus interest on the unpaid principal balance at the rate of 4.75% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$7,308, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the combined waterworks and sewerage system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or

denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted July 9, 2002, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES WITH THE 1967 BONDS, THE 1977 BONDS, THE 1987 A BONDS, THE 1992 BONDS AND THE 1999 BONDS (THE "FIRST LIEN BONDS"), AS FURTHER DEFINED AND DESCRIBED IN THE RESOLUTION. THIS BOND IS SENIOR AND PRIOR, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES, AND IN ALL OTHER RESPECTS, TO THE 1987 B BONDS, AS FURTHER DEFINED AND DESCRIBED IN THE RESOLUTION.

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

RED SULPHUR PUBLIC SERVICE DISTRICT

By: \_\_\_\_\_  
Its: Chairman  
Public Service Board  
Post Office Box 697  
Peterstown, West Virginia 24963

[CORPORATE SEAL]

ATTEST:

By: \_\_\_\_\_  
Its: Secretary

(Form of)

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 \$ \_\_\_\_\_

(Form of Assignment)

ASSIGNMENT

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

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

## ARTICLE IV

### SYSTEM REVENUES AND APPLICATION THEREOF; DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

#### Section 4.01. Establishment of Funds and Accounts with Depository Bank.

The following special funds or accounts are created with (or continued if previously established by the Prior Resolutions) and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by the Prior Resolutions);
- (2) Renewal and Replacement Fund (established by the 1987 Resolution and resulting from the combination with the Depreciation Reserve established by the Prior Resolutions); and
- (3) Project Construction Account.

Section 4.02. Creation of Funds and Accounts with Commission. The following special funds or accounts are hereby created with the Commission:

- (1) Series 2002 A Bonds Reserve Fund.

Section 4.03. Bond Proceeds; Project Construction Account. The proceeds of the sale of the Series 2002 A Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Moneys in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2002 A Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.04. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Series 2002 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2002 A Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2002 A Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2002 A Bonds as follows:

A. **REVENUE FUND.** The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Resolutions.

B. **DISPOSITION OF REVENUES.** All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Resolutions not otherwise modified herein:

(1) The Issuer shall first, each month, transfer from the Revenue Fund the amount necessary and sufficient to pay the Operating Expenses of the System.

(2) The Issuer shall next, each month, on or before the due date of payment of each installment, transfer from the Revenue Fund and simultaneously (i) remit to the National Finance Office, the amounts required by the Prior Resolutions to pay the interest on and the principal of the 1967 Bonds, the 1977 Bonds, the 1992 Bonds and the 1999 Bonds; (ii) remit to the Commission the amounts required by the Prior Resolutions to pay the interest on and principal of the 1987 A Bonds; and (iii) beginning on the 12th monthly anniversary of the Closing Date, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required to pay the interest on the Series

2002 A Bonds. Beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance Office the amounts required to amortize the interest on and principal of the Series 2002 A Bonds over the life of the Bond issue.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit (i) to the Depository Bank for deposit into the 1967 Bonds, the 1977 Bonds, the 1992 Bonds and the 1999 Bonds Reserve Accounts, the amounts required by the Prior Resolutions; (ii) to the Commission for deposit into the 1987 A Bonds Reserve Account, the amount required by the Prior Resolutions; and (iii) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission for deposit into the Series 2002 A Bonds Reserve Account, an amount equal to 0.4167% of the Minimum Reserve, until the amount in the Series 2002 A Bonds Reserve Account equals the Minimum Reserve; provided that, no further payments shall be made into the Series 2002 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Minimum Reserve. Monies in the Series 2002 A Bonds Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 2002 A Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 2002 A Bonds, or for mandatory prepayment of the Series 2002 A Bonds as hereinafter provided, and for no other purpose; provided, however, earnings from monies in the Series 2002 A Bond Reserve Account, so long as the Series 2002 A Bonds Reserve Requirement is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

(4) The Issuer shall next on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for the deposit in the Renewal and Replacement Fund (i) the amounts required by the Prior Resolutions; (ii) beginning on the date specified by the Purchaser, but in any event not later than the 12th monthly anniversary of the Closing Date,

and continuing on each monthly anniversary of the Closing Date thereafter, an amount equal to 0.4167% of the Minimum Reserve, until the amount in the Series 2002 A Bonds Reserve Account equals the Minimum Reserve, and thereafter, 0.8334% of the Minimum Reserve, so long as the Series 2002 A Bonds are outstanding; provided, however, that in the event Revenues are insufficient to fund the Series 2002 A Bonds Reserve Account in accordance with Section 4.04B above, or a withdrawal of funds from the Series 2002 A Bonds Reserve Account is made, payment of Revenues into the Renewal and Replacement Fund as provided in this Section 4.04B shall not be made, but instead Revenues shall be applied to the replenishment of the Series 2002 A Bonds Reserve Account until such deficiency is cured, at which time payments into the Renewal and Replacement Fund as provided in this Section 4.04B shall resume. Monies in the Renewal and Replacement Fund shall be used first to make up any deficiencies for monthly payments of interest on and principal of the Series 2002 A Bonds as the same become due, and next to restore to the Series 2002 A Bonds Reserve Account any sum or sums transferred therefrom. Thereafter, and provided that payments are current and in accordance with the foregoing provisions, monies in the Renewal and Replacement Fund may be withdrawn by the Issuer and used for replacements, repairs, improvements or extensions to the System.

(5) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, the Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Sinking Fund, the amounts required by the 1987 Resolution for the payment of principal and interest on the 1987 B Bonds.

(6) The Issuer shall next, on the first day of each month, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Reserve Account, the amount required by the 1987 Resolution to be deposited therein.

(7) 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 First Lien Bonds and the Bond

outstanding and, thereafter, the 1987 B Bonds, or for any lawful purpose.

Whenever the money in the Series 2002 A Bonds Reserve Account shall be sufficient to prepay the Series 2002 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2002 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2002 A Bonds Reserve Account and the Renewal and Replacement Fund as herein provided, and all amounts required for the Series 2002 A Bonds Reserve Account, and the Renewal and Replacement Fund will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

The Revenue Fund and the Series 2002 A Bonds Reserve Account shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a parity with the liens of the holders of the First Lien Bonds, for further securing payment of the Series 2002 A Bonds and the interest thereon.

If on any payment date the Revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2002 A Bonds and the First Lien Bonds, in accordance with the respective principal amounts then Outstanding.

Subject to the Prior Resolutions, the Commission, at the direction of the Issuer, shall keep the moneys in the Series 2002 A Bonds Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund

or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Investment Management Board. Any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from moneys in the Series 2002 A Bonds Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually into the Revenue Fund by the Commission.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser and in the manner provided in the Prior Resolutions.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2002 A Bonds, provide evidence that there will be at least 1,575 bona fide users upon the Project on completion, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Depository Bank then due.

F. INVESTMENT OF EXCESS BALANCES. The moneys in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

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

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

Section 4.05. Interim Construction Financing. In order to pay certain costs of the Project pending receipt of proceeds of the Grants, if any, and advances of principal of the Series 2002 A Bonds, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed \$100,000 (the "Notes"). The Notes shall be in the form of a line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into the credit 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 credit agreement.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Series 2002 A Bonds or 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 Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth herein.

## ARTICLE V

### GENERAL COVENANTS, ETC.

Section 5.01.      General Statement. So long as the Series 2002 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2002 A Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 2002 A Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2002 A Bonds. The covenants contained in the Bond Legislation are in addition to the covenants contained in the Prior Resolutions which shall remain in full force and effect as long as the Prior Bonds are outstanding.

Section 5.02.      Rates. So long as the Series 2002 A Bonds are outstanding, the Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 2002 A Bonds and the Prior Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes. Provided, however, that any rate covenants contained in the Prior Resolutions shall remain in full force and effect so long as the Prior Bonds are outstanding and, to the extent any such rate covenants require higher rates, such covenants shall be controlling.

Section 5.03.      Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2002 A Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04.      Issuance of Additional Parity Bonds or Obligations. No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds Outstanding;

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

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

So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. Additionally, no additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued after the issuance of the Series 2002 A Bonds pursuant to this Bond Legislation, except with the prior written consent of the Purchaser. The foregoing limitation may be waived or modified by the written consent of the Holders of the Prior Bonds.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2002 A Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Series 2002 A Bonds.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

(f) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any such person at any one time, and initially in the amount of \$50,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2002 A Bonds

are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2002 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 and shall take effect immediately upon the delivery of the Series 2002 A Bonds. The statutory mortgage lien of the Bond is on a parity with the statutory mortgage lien in favor of the holders of the First Lien Bonds and senior and prior to the statutory mortgage lien in favor of the holders of the 1987 B Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Series 2002 A Bonds at the date specified for payment thereof; and

(b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2002 A Bonds or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09.      Fiscal Year; Budget. While the Series 2002 A Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10.      Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11.      Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12.      Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13.      Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2002 A Bonds are outstanding.

Section 5.14.      No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

## ARTICLE VI

### RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Final Order of the Public Service Commission of West Virginia, entered on July 12, 2001, Case No. 01-0221-PWD-CN, which Final Order is incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01.      Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2002 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 with respect to the Series 2002 A Bonds, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2002 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 7.02.      Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03.      Delivery of Bonds. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Series 2002 A Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04.      Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2002 A Bonds.

Section 7.05.      Conflicting Provisions Repealed. The Prior Resolutions and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Resolutions.

All resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form RUS 442-47) or the Prior Resolutions.

Section 7.06.      Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall

neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07.      Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State 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 7.08.      Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted: July 9, 2002.

RED SULPHUR PUBLIC SERVICE DISTRICT

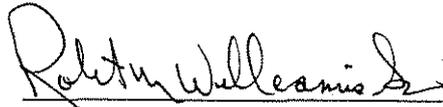
  
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board  
of RED SULPHUR PUBLIC SERVICE DISTRICT on the 9th day of July, 2002.

Dated: July 11, 2002.

[SEAL]

  
Secretary

07/03/02  
742910.99001

CH500140.1



**RED SULPHUR PUBLIC SERVICE DISTRICT**

**Combined Waterworks and Sewerage System Revenue Bonds,  
Series 1999  
(United States Department of Agriculture)**

**BOND RESOLUTION**

**Table of Contents**

| <b>Subject</b>                                                              |                                                              | <b>Page</b> |
|-----------------------------------------------------------------------------|--------------------------------------------------------------|-------------|
| <b>ARTICLE I</b>                                                            |                                                              |             |
| <b>STATUTORY AUTHORITY, FINDINGS<br/>AND DEFINITIONS</b>                    |                                                              |             |
| Section 1.01                                                                | Authority for This Resolution                                | 1           |
| Section 1.02                                                                | Findings and Determinations                                  | 2           |
| Section 1.03                                                                | Bond Legislation Constitutes Contract                        | 4           |
| Section 1.04                                                                | Definitions                                                  | 4           |
| <b>ARTICLE II</b>                                                           |                                                              |             |
| <b>AUTHORIZATION OF ACQUISITION AND<br/>CONSTRUCTION OF THE PROJECT</b>     |                                                              |             |
| Section 2.01                                                                | Authorization of Acquisition and Construction of the Project | 11          |
| Section 2.02                                                                | Authorization of Assumption of Loans                         | 11          |
| <b>ARTICLE III</b>                                                          |                                                              |             |
| <b>AUTHORIZATION, TERMS, EXECUTION,<br/>REGISTRATION AND ISSUE OF BONDS</b> |                                                              |             |
| Section 3.01                                                                | Authorization of Bonds                                       | 12          |
| Section 3.02                                                                | Description of Bonds                                         | 12          |
| Section 3.03                                                                | Negotiability, Registration, Transfer and Exchange of Bonds  | 12          |
| Section 3.04                                                                | Bond Registrar                                               | 13          |
| Section 3.05                                                                | Execution of Bonds                                           | 13          |
| Section 3.06                                                                | Bonds Mutilated, Destroyed, Stolen or Lost                   | 13          |
| Section 3.07                                                                | Bonds Secured by Pledge of Net Revenues                      | 14          |
| Section 3.08                                                                | Form of Bond                                                 | 14          |
|                                                                             | FORM OF BOND                                                 | 15          |

**ARTICLE IV  
SYSTEM REVENUES AND APPLICATION THEREOF;  
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS**

|              |                                                          |    |
|--------------|----------------------------------------------------------|----|
| Section 4.01 | Establishment of Funds and Accounts with Depository Bank | 21 |
| Section 4.02 | Continuation of Funds and Accounts with Commission       | 21 |
| Section 4.03 | Bond Proceeds; Project Construction Account              | 22 |
| Section 4.04 | Covenants of the Issuer as to System Revenues and Funds  | 22 |
| Section 4.05 | Interim Construction Financing                           | 29 |

**ARTICLE V  
GENERAL COVENANTS, ETC.**

|              |                                                    |    |
|--------------|----------------------------------------------------|----|
| Section 5.01 | General Statement                                  | 30 |
| Section 5.02 | Rates                                              | 30 |
| Section 5.03 | Sale of the System                                 | 30 |
| Section 5.04 | Issuance of Additional Parity Bonds or Obligations | 30 |
| Section 5.05 | Insurance and Bonds                                | 30 |
| Section 5.06 | Statutory Mortgage Lien                            | 32 |
| Section 5.07 | Events of Default                                  | 32 |
| Section 5.08 | Enforcement                                        | 33 |
| Section 5.09 | Fiscal Year; Budget                                | 33 |
| Section 5.10 | Compensation of Members of Governing Body          | 34 |
| Section 5.11 | Covenant to Proceed and Complete                   | 34 |
| Section 5.12 | Books and Records; Audits                          | 34 |
| Section 5.13 | Maintenance of System                              | 34 |
| Section 5.14 | No Competition                                     | 34 |

**ARTICLE VI  
RATES, ETC.**

|              |                                              |    |
|--------------|----------------------------------------------|----|
| Section 6.01 | Initial Schedule of Rates and Charges; Rules | 35 |
|--------------|----------------------------------------------|----|

**ARTICLE VII  
MISCELLANEOUS**

|              |                                    |    |
|--------------|------------------------------------|----|
| Section 7.01 | Payment of Bonds                   | 36 |
| Section 7.02 | Modification or Amendment          | 36 |
| Section 7.03 | Delivery of Bonds                  | 36 |
| Section 7.04 | Severability of Invalid Provisions | 36 |
| Section 7.05 | Conflicting Provisions Repealed    | 36 |
| Section 7.06 | Table of Contents and Headings     | 36 |

|              |                                 |    |
|--------------|---------------------------------|----|
| Section 7.07 | Covenant of Due Procedure, Etc. | 37 |
| Section 7.08 | Effective Time                  | 37 |

RED SULPHUR PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING COMBINED WATERWORKS AND SEWERAGE SYSTEM OF RED SULPHUR PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$156,500 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1999 (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF RED SULPHUR PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS  
AND DEFINITIONS

Section 1.01. Authority for This Resolution. This Resolution is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. Red Sulphur Public Service District (the "Issuer") is a public corporation and public service district and political subdivision of the State of West Virginia in Monroe County of said State, duly created pursuant to the Act by The County Commission of Monroe County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer currently owns and operates a public combined waterworks and sewerage system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of additions, improvements and extensions to such existing combined waterworks and sewerage facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, improvements and extensions to the existing combined waterworks and sewerage facilities of the Issuer, consisting of 14,000 feet of 8" watermains, 100 feet of 6" watermains, 2,500 feet of 2" watermains, a 90,000 gallon water storage tank and upgrades to a water booster station to serve the Ballard area of Monroe County, and the acquisition of the existing waterworks system of Ballard Water Works Association, and all necessary appurtenant facilities (collectively, the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The existing combined waterworks and sewerage facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (hereinafter defined) and all funds and accounts and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is \$566,500, of which \$156,500 will be obtained from the proceeds of sale of the Series 1999 Bonds herein authorized and \$410,000 will be obtained from a grant from the Purchaser.

E. It is necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), in the aggregate principal amount of \$156,500 (the "Bond" or "Series 1999 Bonds"), to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the

improvements and extensions thereto; interest on the Series 1999 Bonds prior to, during and for six months after completion of such acquisition and construction of the improvements and extensions; engineering, fiscal agents 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 Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

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

G. There is outstanding an obligation of the Issuer which will rank senior and prior to the Bond as to liens, pledge and source of the security for payment, being the Combined Waterworks and Sewerage System Revenue Refunding Bonds, dated July 1, 1973 (the "1973 Bonds"), issued in the original aggregate principal amount of \$540,000, and presumed to be held by various members of the public.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 1999 Bonds as to liens, pledge and source of the security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (the "1987 A Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$738,647, and held by the West Virginia Water Development Authority, the Combined Waterworks and Sewerage System Revenue Bonds, Series 1992 (the "1992 Bonds"), dated July 14, 1992, issued in the original aggregate principal amount of \$1,979,000, and held by the Purchaser, a loan from the Purchaser to the Ballard Water Works Association, evidenced by a promissory note dated May 3, 1967 (the "1967 Bonds"), issued in the original aggregate principal amount of \$50,290, of which \$11,807.04 principal amount remains outstanding, and to be assumed by the Issuer simultaneously with the issuance of the Series 1999 Bonds, and a loan from the Purchaser to the Ballard Water Works Association, evidenced by a promissory note dated November 10, 1977 (the "1977 Bonds"), issued in the original aggregate principal amount of \$36,000, of which \$9,632.80 principal amount remains outstanding, and to be assumed by the Issuer simultaneously with the issuance of the Series 1999 Bonds, (collectively, the 1987 A Bonds, the 1992 Bonds, the 1967 Bonds and the 1977 Bonds are referred to as the "Second Lien Bonds").

There is outstanding an obligation of the Issuer which will rank junior and subordinate to the Bond as to liens, pledge and source of security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (the "1987 B Bonds"), dated November 16, 1987, issued in the original aggregate principal amount of \$181,173, and held by West Virginia Water Development Authority. The 1967 Bonds, the

1973 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds and the 1992 Bonds are hereinafter collectively referred to as the "Prior Bonds".

Other than the Prior Bonds, there are no outstanding bonds or obligations which will rank prior to, on a parity with as junior to the Series 1999 Bonds as to liens, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

H. It is in the best interest of the Issuer that the Series 1999 Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions, dated May 10, 1996, as amended by Amendment No. 1 to Letter of Conditions, dated July 10, 1996, and all further amendments thereto, if any (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, the issuance of the Series 1999 Bonds and the assumption of the 1967 Bonds and the 1977 Bonds, or will have so complied prior to issuance of the Series 1999 Bonds and assumption of the 1967 Bonds and the 1977 Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1999 Bonds by those who shall be the Registered Owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 1999 Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Association" means Ballard Water Works Association.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bond Registrar" means the Issuer, which shall usually so act by its Secretary.

"Bonds" means, collectively, the Series 1999 Bonds and the Prior Bonds.

"1967 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1973 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Refunding Bonds of the Issuer described in Section 1.02G hereof.

"1977 Bonds" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1987 A Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, of the Issuer described in Section 1.02G hereof.

"1987 B Bonds" means the outstanding Combined Waterworks and Sewerage Revenue Bonds, Series 1987 B, of the Issuer described in Section 1.02G hereof.

"1992 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1992, of the Issuer described in Section 1.02G hereof.

"Chairman" means the Chairman of the Governing Body.

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

"Consulting Engineer" means Pentree, Inc., Princeton, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means Bank of Greenville, Greenville, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "combined waterworks and sewerage facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

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

"Governing Body" means the Public Service Board of the Issuer.

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

"Grants" means, collectively, all grants committed for the Project.

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Red Sulphur Public Service District, a public service district and a public corporation and a political subdivision of the State of West Virginia, in Monroe County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated May 10, 1996, as amended by Amendment No. 1 to Letter of Conditions, dated July 10, 1996, and all further amendments thereto, if any.

"Minimum Reserve" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1999 Bonds in the then current or any succeeding year.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital.

"Prior Bonds" means, collectively, the 1967 Bonds, the 1973 Bonds, the 1977 Bonds, the 1987 A Bonds, the 1987 B Bonds and the 1992 Bonds.

"Prior Resolutions" means, collectively, the 1967 Resolution, the 1973 Resolution, the 1977 Resolution, the 1987 Resolution and the 1992 Resolution.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC (hereinbefore defined) or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased.

so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia 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 or Standard & Poor's Corporation.

"Registered Owner," "Bondholder," "Holder of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1967 Resolution, the 1973 Resolution, the 1977 Resolution, the 1987 Resolution, the 1992 Resolution and the Bond Legislation.

"1967 Resolution" means the resolution of the Association adopted April 25, 1967, authorizing the 1967 Bonds.

"1973 Resolution" means the resolution of the Issuer adopted July 14, 1973, authorizing the 1973 Bonds.

"1977 Resolution" means the resolution of the Association adopted October 27, 1977, authorizing the 1977 Bonds.

"1987 Resolution" means the resolution of the Issuer adopted November 12, 1987, authorizing the 1987 A Bonds and the 1987 B Bonds.

"1992 Resolution" means the resolution of the Issuer adopted July 14, 1992, authorizing the 1992 Bonds.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Second Lien Bonds" means, collectively, the 1967 Bonds, the 1977 Bonds, the 1987 A Bonds and the 1992 Bonds.

"Secretary" means the Secretary of the Governing Body.

"Series 1999 Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

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

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

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; AUTHORIZATION OF ASSUMPTION OF LOANS

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 \$566,500, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 1999 Bonds hereby authorized shall be applied as provided in Article IV hereof.

Section 2.02. Authorization of Assumption of Loans. There is also hereby authorized the assumption by the Issuer of two outstanding loans of the Association in exchange for all of the assets of the Association. The first loan, evidenced by a promissory note of the Association dated May 3, 1967 (herein defined as the "1967 Bond"), was issued in the original aggregate principal amount of \$50,290, of which \$11,807.04 principal amount remains outstanding, and the second loan, evidenced by a promissory note of the Association dated November 10, 1977 (herein defined as the "1977 Bond"), was issued in the original aggregate principal amount of \$36,000, of which \$9,632.80 principal amount remains outstanding.

### ARTICLE III

#### AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of the Bond Legislation, the Series 1999 Bonds of the Issuer, to be known as "Combined Waterworks and Sewerage System Revenue Bonds, Series 1999 (United States Department of Agriculture)", are hereby authorized to be issued in the principal amount of \$156,500, for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 1999 Bonds shall be issued in single form, numbered R-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 1999 Bonds shall bear interest from the date of delivery, payable monthly at the rate of 4.5% per annum, and shall be sold for the par value thereof.

The Series 1999 Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 1999 Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 1999 Bonds, and the right to principal of and stated interest on the Series 1999 Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 1999 Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 1999 Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 1999 Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 1999 Bonds.

Section 3.04.      Bond Registrar. The Issuer shall be the Bond Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Series 1999 Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 1999 Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 1999 Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 1999 Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law. The Series 1999 Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 1999 Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05.      Execution of Bonds. The Series 1999 Bonds shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 1999 Bonds shall cease to be such officer of the Issuer before the Series 1999 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. The Series 1999 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such 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 3.06.      Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 1999 Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds or in lieu of and substitution for the Bonds destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 1999 Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 1999 Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07.      Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1999 Bonds shall be secured forthwith by a lien on the Net Revenues derived from the System, junior and subordinate to the liens and pledge of the 1973 Bonds, on a parity with the liens and pledge of the Second Lien Bonds and senior and prior to the liens and pledge of the 1987 B Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 1999 Bonds and the Prior Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 1999 Bonds and the Prior Bonds as the same become due.

Section 3.08.      Form of Bond. Subject to the provisions hereof, the text of the Series 1999 Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(FORM OF BOND)

RED SULPHUR PUBLIC SERVICE DISTRICT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES 1999  
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$156,500

No. R-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$156,500), plus interest on the unpaid principal balance at the rate of 4.5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$719.00, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the combined waterworks and sewerage system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized

denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted \_\_\_\_\_, 199\_\_, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS JUNIOR AND SUBORDINATE, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES, AND IN ALL OTHER RESPECTS, TO THE 1973 BONDS, DEFINED AND DESCRIBED IN THE RESOLUTION. THIS BOND IS ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES, AND IN ALL OTHER RESPECTS, WITH THE SECOND LIEN BONDS, DEFINED AND DESCRIBED IN THE RESOLUTION. THIS BOND IS SENIOR AND PRIOR, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM SUCH REVENUES, AND IN ALL OTHER RESPECTS, TO THE 1987 B BONDS, DEFINED AND DESCRIBED IN THE RESOLUTION.

(Form of)

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   |      | \$      |      |

(Form of Assignment)

ASSIGNMENT

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

Dated: \_\_\_\_\_, \_\_\_\_\_.

In the presence of:  
  
\_\_\_\_\_

- (3) Series 1987 B Bonds Sinking Fund established for the 1987 B Bonds;

Section 4.03. Bond Proceeds; Project Construction Account. The proceeds of the sale of the Series 1999 Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Moneys in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 1999 Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.04. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Series 1999 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 1999 Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 1999 Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 1999 Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions and shall be kept separate and distinct from all other funds of the Issuer and

the Depository Bank and used only for the purposes and in the manner provided in the Resolutions.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Resolutions not otherwise modified herein:

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

(2) The Issuer shall next, before the end of each month, transfer from the Revenue Fund and remit to the Commission for deposit into the 1973 Bonds Sinking Fund, the amounts required by the 1973 Resolution for the payment of principal and interest on the 1973 Bonds.

The Issuer shall also, from the Revenue Fund, remit to the Commission, at such times as the Commission shall require, such additional sums, if any, as shall be necessary to pay the fiscal charges due for paying the 1973 Bonds and the interest thereon.

(3) The Issuer shall next, each month, transfer from the Revenue fund and remit to the Commission, for deposit into the 1973 Bonds Reserve Account, the amount required by the 1973 Resolution to be deposited into the 1973 Bonds Reserve Account.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Depreciation Account the amount required by the 1973 Resolution to be deposited into the Depreciation Account. Moneys in the Depreciation Account shall be used only for replacement or addition of capital assets of the System, except that such moneys may be transferred to the 1973 Bonds Sinking Fund

Sinking Fund under the circumstances prescribed by Section 3.02(B)(5) of the 1973 Resolution.

(5) The Issuer shall next, each month, on or before the due date of payment of each installment on the Second Lien Bonds and the Series 1999 Bonds, transfer from the Revenue Fund and remit (a) to the Depository Bank for deposit in the 1967 Bonds Debt Service Account the amounts required by the 1967 Resolution for the payment of principal and interest on the 1967 Bonds; (b) to the National Finance Office the amounts required by the 1977 Resolution for the payment of principal and interest on the 1977 Bonds; (c) to the Commission for deposit in the Series 1987 A Bonds Sinking Fund the amounts required by the 1987 A Resolution for the payment of principal and interest on the 1987 A Bonds; (d) to the National Finance Office the amounts required by the 1992 Resolution for the payment of principal and interest on the 1992 Bonds; and (e) to the National Finance Office the amounts required to pay the interest on the Series 1999 Bonds and to amortize the principal of the Series 1999 Bonds over the life of the Bond issue. All payments with respect to principal of and interest on the Second Lien Bonds and the Series 1999 Bonds shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other, with all such pro rata payments to be made first for interest; both accrued and currently due, and second to principal, both accrued and currently due.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (a) to the Depository Bank the amount required by the 1967 Resolution to be deposited into the 1967 Bonds Reserve Account; (b) to the Depository Bank the amount required by the 1977 Resolution to be deposited into the 1977 Bonds Reserve Account; (c) to the Commission the amount required by the 1987 Resolution to be deposited

into the Series 1987 A Bonds Reserve Account; (d) to the Depository Bank the amount required by the 1992 Resolution to be deposited into the 1992 Bonds Reserve Account; and (e) to the Depository Bank for deposit into the Series 1999 Bonds Reserve Account, 0.4167% of the Minimum Reserve, until the amount in the Series 1999 Bonds Reserve Account equals the Minimum Reserve. Provided, that all payment into the various reserve accounts in this paragraph (6) shall be made only until the reserve requirement for each respective bond is satisfied. Payments into the various reserve accounts in this paragraph (6) shall be pro rata. Moneys in the Series 1999 Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 1999 Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 1999 Bonds, or for mandatory prepayment of the Series 1999 Bonds as hereinafter provided, and for no other purpose.

(7) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, (a) the amount required by the Prior Resolutions; and (b) 0.4167% of the Minimum Reserve, until the amount in the Series 1999 Bonds Reserve Account equals the Minimum Reserve, and thereafter, 0.8334% of the Minimum Reserve, so long as the Series 1999 Bonds are outstanding; provided, however, that in the event Revenues are insufficient to fund the Series 1999 Bonds Reserve Account in accordance with Section 4.03B(6)(e) above, or a withdrawal of funds from the Series 1999 Bonds Reserve Account is made, payment of Revenues into the Renewal and Replacement Fund as provided in this Section 4.03B(7)(b) shall not be made, but instead Revenues shall be applied to the replenishment of the Series 1999 Bonds Reserve Account until such deficiency is cured, at which time payments into the

Replacement Fund invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Investment Management. Any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from moneys in the Series 1999 Bonds Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually into the Revenue Fund by the Depository Bank.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser and in the manner provided in the Prior Resolutions.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 1999 Bonds, provide evidence that there will be at least 185 bona fide users upon the Project on completion, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Depository Bank then due.

F. INVESTMENT OF EXCESS BALANCES. The moneys in excess of the sum insured by FDIC in any of such

funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

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

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

Section 4.05. Interim Construction Financing. In order to pay certain costs of the Project pending receipt of proceeds of the Grants and advances of principal of the Series 1999 Bonds, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed \$100,000 (the "Notes"). The Notes shall be in the form of a line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into the credit 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 credit agreement.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Series 1999 Bonds or 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 Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth herein.

## ARTICLE V

### GENERAL COVENANTS, ETC.

Section 5.01.      General Statement. So long as the Series 1999 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 1999 Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 1999 Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 1999 Bonds. The covenants contained in the Bond Legislation are in addition to the covenants contained in the Prior Resolutions which shall remain in full force and effect as long as the Prior Bonds are outstanding.

Section 5.02.      Rates. So long as the Series 1999 Bonds are outstanding, the Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 1999 Bonds and the Prior Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes. Provided, however, that any rate covenants contained in the Prior Resolutions shall remain in full force and effect so long as the Prior Bonds are outstanding and, to the extent any such rate covenants require higher rates, such covenants shall be controlling.

Section 5.03.      Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Series 1999 Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04.      Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser and as provided in the Prior Resolutions.

Section 5.05.      Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 1999 Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

(f) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any such person at any one time, and initially in the amount of \$50,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 1999 Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 1999 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 1999 Bonds. The statutory mortgage lien of the Bond is junior and subordinate to the statutory mortgage lien in favor of the holders of the 1973 Bonds, on a parity with the statutory mortgage lien in favor of the holders of the Second Lien Bonds and senior and prior to the statutory mortgage lien in favor of the holders of the 1987 B Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Series 1999 Bonds at the date specified for payment thereof; and

(b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 1999 Bonds or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09. Fiscal Year; Budget. While the Series 1999 Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10.      Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11.      Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12.      Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13.      Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 1999 Bonds are outstanding.

Section 5.14.      No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

## ARTICLE VI

### RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Final Order of the Public Service Commission of West Virginia, entered on February 5, 1998, Case No. 97-0033-PWD-CN, which Final Order is incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01.      Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 1999 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1999 Bonds, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 1999 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 7.02.      Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03.      Delivery of Bonds. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Series 1999 Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04.      Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 1999 Bonds.

Section 7.05.      Conflicting Provisions Repealed. The Prior Resolutions and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Resolutions.

All resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form FmHA 442-47) or the Prior Resolutions.

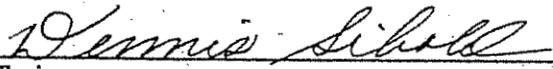
Section 7.06.      Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07.      Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State 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.

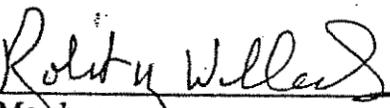
Section 7.08.      Effective Time. This Resolution shall take effect immediately upon its adoption.

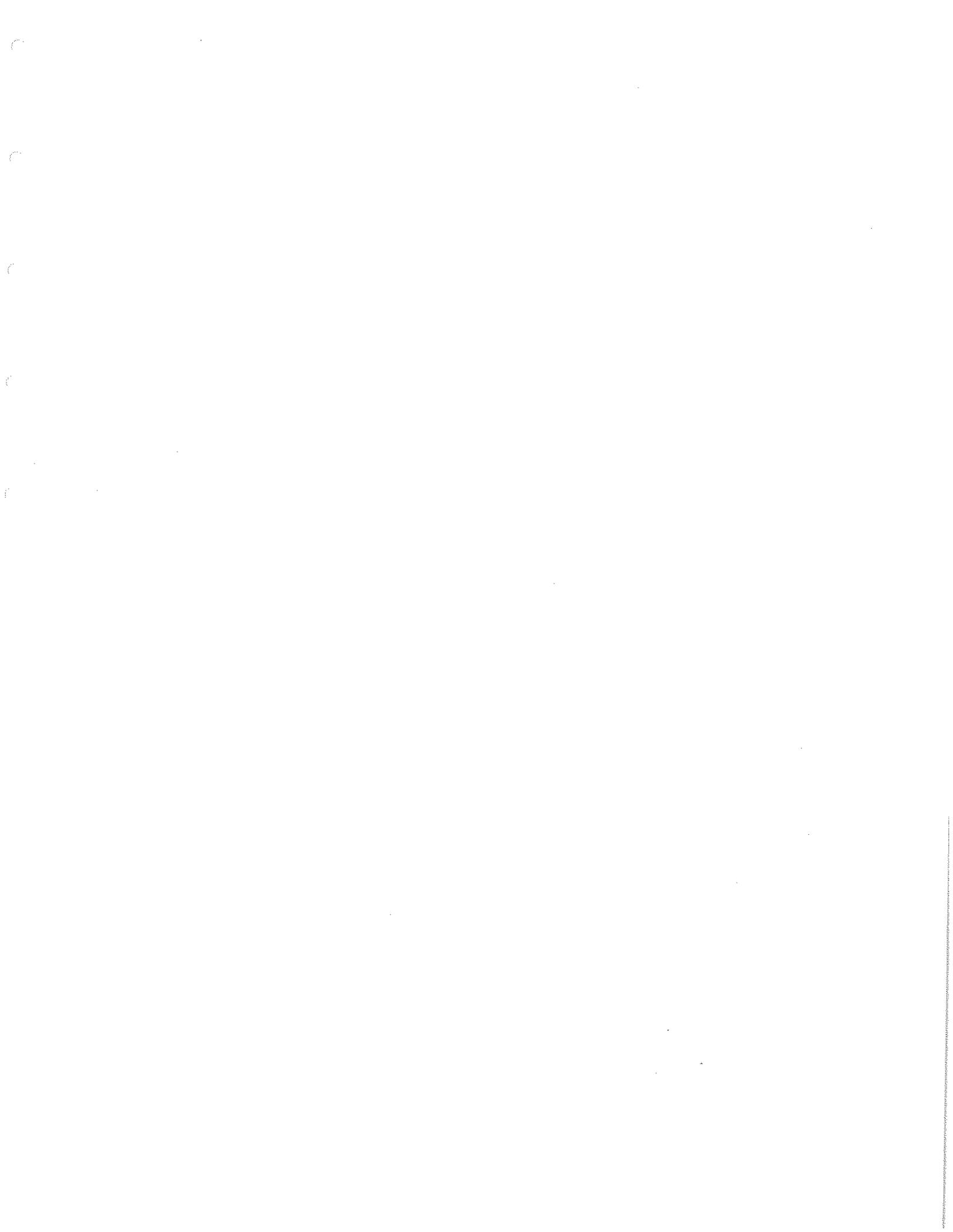
Adopted: May 20, 1999.

RED SULPHUR PUBLIC SERVICE DISTRICT

  
Chairman

  
Member

  
Member



RED SULPHUR PUBLIC SERVICE DISTRICT

Combined Waterworks and Sewerage System Revenue Bond,  
Series 1992

BOND RESOLUTION

Table of Contents

| Subject                                                                    |                                                                      | Page |
|----------------------------------------------------------------------------|----------------------------------------------------------------------|------|
| <b>ARTICLE I</b>                                                           |                                                                      |      |
| <b>STATUTORY AUTHORITY, FINDINGS<br/>AND DEFINITIONS</b>                   |                                                                      |      |
| Section 1.01                                                               | Authority for This Resolution                                        | 1    |
| Section 1.02                                                               | Findings and Determinations                                          | 1    |
| Section 1.03                                                               | Bond Legislation Constitutes Contract                                | 4    |
| Section 1.04                                                               | Definitions                                                          | 4    |
| Section 1.05                                                               | Compliance with Requirements of Prior<br>Bonds and Prior Resolutions | 9    |
| <b>ARTICLE II</b>                                                          |                                                                      |      |
| <b>AUTHORIZATION OF ACQUISITION AND<br/>CONSTRUCTION OF THE PROJECT</b>    |                                                                      |      |
| Section 2.01                                                               | Authorization of Acquisition and<br>Construction of the Project      | 10   |
| <b>ARTICLE III</b>                                                         |                                                                      |      |
| <b>AUTHORIZATION, TERMS, EXECUTION,<br/>REGISTRATION AND ISSUE OF BOND</b> |                                                                      |      |
| Section 3.01                                                               | Authorization of Bond                                                | 11   |
| Section 3.02                                                               | Description of Bond                                                  | 11   |
| Section 3.03                                                               | Negotiability, Registration, Transfer<br>and Exchange of Bonds       | 11   |
| Section 3.04                                                               | Registrar                                                            | 12   |
| Section 3.05                                                               | Execution of Bond                                                    | 12   |
| Section 3.06                                                               | Bonds Mutilated, Destroyed, Stolen or<br>Lost                        | 12   |
| Section 3.07                                                               | Bond Secured by Pledge of Net<br>Revenues                            | 13   |
| Section 3.08                                                               | Form of Bond                                                         | 13   |
|                                                                            | FORM OF BOND                                                         | 14   |

**ARTICLE IV  
SYSTEM REVENUES AND APPLICATION THEREOF;  
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS**

|              |                                                                                                |    |
|--------------|------------------------------------------------------------------------------------------------|----|
| Section 4.01 | Establishment and Continuation of<br>Funds and Accounts with Depository<br>Bank and Commission | 20 |
| Section 4.02 | Bond Proceeds; Project Construction<br>Account                                                 | 21 |
| Section 4.03 | Covenants of the Issuer as to System<br>Revenues and Funds                                     | 21 |

**ARTICLE V  
GENERAL COVENANTS, ETC.**

|              |                                                       |    |
|--------------|-------------------------------------------------------|----|
| Section 5.01 | General Statement                                     | 30 |
| Section 5.02 | Rates                                                 | 30 |
| Section 5.03 | Sale of the System                                    | 30 |
| Section 5.04 | Issuance of Additional Parity Bonds<br>or Obligations | 30 |
| Section 5.05 | Insurance and Bonds                                   | 30 |
| Section 5.06 | Statutory Mortgage                                    | 32 |
| Section 5.07 | Events of Default                                     | 32 |
| Section 5.08 | Enforcement                                           | 33 |
| Section 5.09 | Fiscal Year; Budget                                   | 33 |
| Section 5.10 | Compensation of Members of Governing<br>Body          | 34 |
| Section 5.11 | Covenant to Proceed and Complete                      | 34 |
| Section 5.12 | Books and Records; Audits                             | 34 |
| Section 5.13 | Maintenance of System                                 | 34 |
| Section 5.14 | No Competition                                        | 34 |

**ARTICLE VI  
RATES, ETC.**

|              |                                                 |    |
|--------------|-------------------------------------------------|----|
| Section 6.01 | Initial Schedule of Rates and<br>Charges; Rules | 36 |
|--------------|-------------------------------------------------|----|

**ARTICLE VII  
MISCELLANEOUS**

|              |                                    |    |
|--------------|------------------------------------|----|
| Section 7.01 | Payment of Bond                    | 37 |
| Section 7.02 | Modification or Amendment          | 37 |
| Section 7.03 | Delivery of Bond No. R-1           | 37 |
| Section 7.04 | Severability of Invalid Provisions | 37 |
| Section 7.05 | Conflicting Provisions Repealed    | 37 |
| Section 7.06 | Table of Contents and Headings     | 37 |
| Section 7.07 | Covenant of Due Procedure, Etc.    | 37 |

Section 7.08 Effective Time  
SIGNATURES

38  
38

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain improvements and extensions to the existing waterworks facilities of the Issuer, consisting of a water treatment plant, two water storage tanks, water distribution lines and the development of supplemental raw water sources in Peterstown and Lindside, and all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System (hereinafter defined) after completion of the Project will be sufficient to pay all the costs of the operation and maintenance of the System, the principal of and interest on the Bond (hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project will not exceed \$3,679,000, of which \$1,979,000 will be obtained from the proceeds of sale of the Bond herein authorized, \$950,000 will be obtained from a grant by the Farmers Home Administration, and \$750,000 will be obtained from a grant by the Department of Housing and Urban Development (Small Cities Block Grant).

E. It is necessary for the Issuer to issue its revenue bond in the principal amount of \$1,979,000 to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the acquisition of any necessary property, real or personal, or interest therein; interest on the Bond prior to, during and for six months after completion of such construction to the extent that revenues of the System are not sufficient therefor; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; and such other expenses as may be necessary or incidental to the acquisition and construction of the Project and the financing authorized hereby; provided that, reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Bond or for the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

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

G. There is outstanding an obligation of the Issuer which will rank senior and prior to the Bond as to liens, pledge and source of and security for payment, being the Combined Waterworks and Sewerage System Revenue Refunding Bonds, dated July 1, 1973 (the "1973 Bonds"), issued in the original principal amount of \$540,000, and presumed to be held by various members of the public.

There is outstanding an obligation of the Issuer which will rank on a parity with the Bond as to liens, pledge and source of and security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A (the "1987 A Bonds"), dated November 16, 1987, issued in the original principal amount of \$738,647, and held by West Virginia Water Development Authority.

There is outstanding an obligation of the Issuer which will rank junior and subordinate to the Bond as to liens, pledge and source of and security for payment, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B (the "1987 B Bonds"), dated November 16, 1987, issued in the original principal amount of \$181,173, and held by West Virginia Water Development Authority. The 1973 Bonds, the 1987 A Bonds and the 1987 B Bonds are hereinafter collectively referred to as the "Prior Bonds".

Other than the Prior Bonds, there are no outstanding bonds or obligations which will rank prior to or on a parity with the Bond as to liens, pledge and/or source of and security for payment.

H. It is in the best interest of the Issuer that the Bond be sold to the United States Department of Agriculture, Farmers Home Administration (the "Purchaser"), pursuant to the terms and provisions of a Letter of Conditions dated December 18, 1990, and all amendments thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bond, or will have so complied prior to issuance of the Bond, including among other things and without limitation, the consent and approval, pursuant to the Act and other applicable provisions of law, of the issuance of the Bond, the acquisition and construction of the Project and the imposition of rates and charges by the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Bond by those who shall be the registered owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Bondholder, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the registered owner of the Bond.

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

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond" means the Combined Waterworks and Sewerage System Revenue Bond, Series 1992, authorized hereby.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bonds" means, collectively, the Bond, the 1973 Bonds, the 1987 A Bonds and the 1987 B Bonds.

"1973 Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Refunding Bonds, of the Issuer described in Section 1.02G hereof.

"1987 A Bonds" or "Series 1987 A Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A, of the Issuer described in Section 1.02G hereof.

"1987 B Bonds" or "Series 1987 B Bonds" means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, of the Issuer described in Section 1.02G hereof.

"Chairman" means the Chairman of the Governing Body.

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

"Consulting Engineer" means Pentree Engineering, Inc., Princeton, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means First National Bank of Peterstown, Peterstown, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "combined waterworks and sewerage facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Public Service Board of the Issuer.

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer" or "Borrower" means Red Sulphur Public Service District, in Monroe County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means the Letter of Conditions of the Purchaser dated December 18, 1990, and all amendments thereto.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed 1/6th of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also

retention of not to exceed such sum as working capital, provided that all monthly amortization payments upon the Bonds and into the reserve accounts of the Bonds, the Depreciation Account and the Renewal and Replacement Fund have been made to the last monthly payment date prior to the date of such retention.

"Prior Bonds" means, collectively, the 1973 Bonds, the 1987 A Bonds and the 1987 B Bonds.

"Prior Resolutions" means, collectively, the 1973 Resolution and the 1987 Resolution.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Farmers Home Administration, and any successor thereof.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

(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

which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service or Standard & Poor's Corporation.

"Registered Owner," "Bondholder," "Holder of the Bond" or any similar term means any person who shall be the registered owner of the Bond.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1973 Resolution, the 1987 Resolution and the Bond Legislation.

"1973 Resolution" means the resolution of the Issuer adopted July 14, 1973, authorizing the 1973 Bonds.

"1987 Resolution" means the resolution of the Issuer adopted November 12, 1987, authorizing the 1987 A Bonds and the 1987 B Bonds.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"System" means the existing combined public waterworks and sewerage system of the Issuer as improved, enlarged and expanded by the Project, and includes the complete combined waterworks and sewerage system of the Issuer and all 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 combined waterworks and sewerage system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the combined waterworks and sewerage system of the Issuer.

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

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

Section 1.05. Compliance with Requirements of Prior Bonds and Prior Resolutions. The issuance of the Bond junior and subordinate to the 1973 Bonds is permitted under the terms of the 1973 Bonds and the 1973 Resolution, and the Issuer has complied with the terms of the 1973 Bonds and the 1973 Resolution with respect to the issuance of the Bond or obtained a waiver thereof. The Issuer is not in default under the terms of the 1973 Bonds, the 1973 Resolution or any document or agreement in connection therewith and has complied with all requirements of all the foregoing with respect to the issuance of the Bond.

The issuance of the Bond on a parity with the 1987 A Bonds is permitted under the terms of the 1987 A Bonds and the 1987 Resolution, and the Issuer has complied with the terms of the 1987 A Bonds and the 1987 Resolution with respect to the issuance of the Bond or obtained a waiver thereof. The Issuer is not in default under the terms of the 1987 A Bonds, the 1987 Resolution or any document or agreement in connection therewith and has complied with all requirements of all the foregoing with respect to the issuance of the Bond.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND  
CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of \$3,679,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bond hereby authorized shall be applied as provided in Article IV hereof.

### ARTICLE III

#### AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of the Bond Legislation, the Bond of the Issuer, to be known as "Combined Waterworks and Sewerage System Revenue Bond, Series 1992," is hereby authorized to be issued in the aggregate principal amount of not exceeding \$1,979,000 for the purpose of permanently financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bond. The Bond shall be issued in single form, numbered R-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Bond shall bear interest from the date of delivery, payable monthly at the rate of 5% per annum, and shall be sold for the par value thereof.

The Bond shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Bond shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Bond, and the right to principal of and stated interest on the Bond, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar.

Whenever the Bond shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Registrar with respect to such transfer.

No registration of transfer of the Bond shall be permitted to be made after the 15th day next preceding any installment payment date on the Bond.

Section 3.04. Registrar. The Issuer shall be the Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Bond, and, upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register the Bond initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Bond as hereinbefore provided.

The Registrar shall accept the Bond for registration or transfer only if ownership thereof is to be registered in the name of the Government, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law. The Bond shall initially be fully registered as to both principal and interest in the name of the United States of America, Farmers Home Administration. So long as the Bond shall be registered in the name of the United States of America, Farmers Home Administration, the address of the United States of America, Farmers Home Administration, for registration purposes shall be Post Office Box 678, Morgantown, West Virginia 26505, or such other address as shall be stated in writing to the Issuer by the United States of America, Farmers Home Administration.

Section 3.05. Execution of Bond. The Bond shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the Issuer before the Bond so signed and sealed have been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bond shall hold the proper office in the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and

substitution for the Bond destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Bond so surrendered shall be canceled and held for the account of the Issuer. If the Bond shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bond Secured by Pledge of Net Revenues. The payment of the debt service of the Bond shall be secured forthwith by a lien on the Net Revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for, but such liens and pledge are junior and subordinate to the liens and pledge of the 1973 Bonds, on a parity with the liens and pledge of the 1987 A Bonds and senior and prior to the liens and pledge of the 1987 B Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bond, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bond as the same become due as herein provided.

Section 3.08. Form of Bond. Subject to the provisions hereof, the text of the Bond and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(Form of Bond)

RED SULPHUR PUBLIC SERVICE DISTRICT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES 19 \_\_\_\_\_

\$1,979,000

No. R-1

Date: \_\_\_\_\_

FOR VALUE RECEIVED, RED SULPHUR PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, Farmers Home Administration (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$1,979,000), plus interest on the unpaid principal balance at the rate of 5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$9,717, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after

payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the combined waterworks and sewerage system (the "System") of Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner

constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of Borrower authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

This Bond is junior and subordinate, as to liens, pledge and source of and security for payment from such revenues, and in all other respects, to the 1973 Bonds, defined and described in the Resolution. This Bond is on a parity, as to liens, pledge and source of and security for payment from such revenues, and in all other respects, with the 1987 A Bonds, defined and described in the Resolution. This Bond is senior and prior, as to liens, pledge and source of and security for payment from such revenues, and in all other respects, to the 1987 B Bonds, defined and described in the Resolution.

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

RED SULPHUR PUBLIC SERVICE DISTRICT  
(Name of Borrower)

[CORPORATE SEAL]

\_\_\_\_\_  
(Signature of Executive Official)

Chairman, Public Service Board  
(Title of Executive Official)

P. O. Box 697  
(P. O. Box No. or Street Address)

Peterstown, West Virginia 24963  
(City, State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Signature of Attesting Official)

Secretary, Public Service Board  
(Title of Executive Official)

(Form of)

RECORD OF ADVANCES

| AMOUNT | DATE | AMOUNT  | DATE |
|--------|------|---------|------|
| (1) \$ |      | (6) \$  |      |
| (2) \$ |      | (7) \$  |      |
| (3) \$ |      | (8) \$  |      |
| (4) \$ |      | (9) \$  |      |
| (5) \$ |      | (10) \$ |      |
| TOTAL  |      | \$      |      |

[Form of Assignment]

ASSIGNMENT

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

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

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
In the presence of:  
\_\_\_\_\_

ARTICLE IV

SYSTEM REVENUES AND APPLICATION THEREOF;  
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

Section 4.01. Establishment and Continuation of Funds and Accounts with Depository Bank and Commission. A. The following special funds or accounts are hereby created and established with (or continued if previously established by the 1976 Resolution or the 1987 Resolution), and shall be held by, the Depository Bank separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by 1973 Resolution);
- (2) Depreciation Account (established by the 1973 Resolution);
- (3) Renewal and Replacement Fund (established by the 1987 Resolution);
- (4) 1992 Reserve Account; and
- (5) Project Construction Account.

B. The following special funds or accounts previously established by the 1973 Resolution and the 1987 Resolution are hereby continued with the Commission:

- (1) The Sinking Fund established for the 1973 Bonds (herein called the "1973 Bonds Sinking Fund");
  - (a) Within the 1973 Bonds Sinking Fund, the Reserve Account established for the 1973 Bonds (the "1973 Bonds Reserve Account");
- (2) Series 1987 A Bonds Sinking Fund established for the 1987 A Bonds;
  - (a) Within the Series 1987 A Bonds Sinking Fund, the Series 1987 A Bonds Reserve Account established for the 1987 A Bonds; and
- (3) Series 1987 B Bonds Sinking Fund established for the 1987 B Bonds;

(a) Within the Series 1987 B Bonds Sinking Fund, the Series 1987 B Bonds Reserve Account established for the 1987 B Bonds.

Section 4.02. Bond Proceeds; Project Construction Account.

The proceeds of the sale of the Bond shall be deposited upon receipt by the Issuer in the Project Construction Account. The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Moneys in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Bond if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.02, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.03. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the reserve accounts of the respective Bonds, sums sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the respective Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of such payment, the Issuer further covenants with the holders of the Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by

the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions and shall be kept separate and distinct from all other funds of the Issuer and used only for the purposes and in the manner provided in the Resolutions.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to and in accordance with the terms of the Prior Resolutions and this Bond Legislation:

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

(2) The Issuer shall next, before the end of each month, transfer from the Revenue Fund and remit to the Commission for deposit into the 1973 Bonds Sinking Fund, 1/6th of the amount required to pay the interest on the 1973 Bonds which will mature and become due on the next interest payment date; and shall also monthly transfer from the Revenue Fund and remit to the Commission, for deposit into the 1973 Bonds Sinking Fund, 1/12th of the amount required to pay the principal of the 1973 Bonds which will mature and become due on the next succeeding January 1, which payments for principal and interest required to be remitted to the Commission in each June and December shall be so remitted not later than each June 15 and December 15.

The Issuer shall also, from the Revenue Fund, remit to the Commission, at such times as the Commission shall require, such additional sums, if any, as shall be necessary to pay the fiscal charges due for paying the 1973 Bonds and the interest thereon.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Commission, for deposit into the 1973 Bonds Reserve Account, in the 1973 Bonds Sinking Fund, the sum of \$300, until the amount in the 1973 Bonds Reserve Account equals \$36,000. After such amount has been accumulated in the

1973 Bonds Reserve Account, the Issuer shall monthly remit to the Commission such part of the moneys remaining in the Revenue Fund, after such provision for payment of maturing principal of and interest on the 1973 Bonds, as shall be required to maintain such amount in the 1973 Bonds Reserve Account. Moneys in the 1973 Bonds Reserve Account shall be used solely to make up any deficiency in the 1973 Bonds Sinking Fund for payment of the principal of and interest on the 1973 Bonds as the same shall mature hereinafter provided and for no other purpose.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Depreciation Account heretofore established by the 1973 Resolution a sum equal to not less than 5% of the Gross Revenues derived from the operation of the System during the preceding month; provided however, that no further payments shall be made into the Depreciation Account when there shall have been deposited therein, and so long as these shall remain on deposit therein, the sum of \$30,000. Moneys in the Depreciation Account shall be used only for replacement or addition of capital assets of the System, except that such moneys may be transferred to the 1973 Bonds Sinking Fund under the circumstances prescribed by Section 3.02(B)(5) of the 1973 Resolution.

(5) Thereafter, from the moneys remaining in the Revenue Fund, the Issuer shall next, (a) on the first day of each month, commencing 7 months prior to the first date of payment of interest on the Series 1987 A Bonds for which interest has not been capitalized, apportion and set apart out of the Revenue Fund and remit to the Commission, for deposit in the Series 1987 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 1987 A Bonds on the next ensuing semiannual interest payment date; provided, that, in the event the period to elapse between the date of such initial deposit in the Series 1987 A Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then

such monthly payments shall be increased proportionately to provide, one month prior to the next semiannual interest payment date, the required amount of interest coming due on such date; (b) on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1987 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 A Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1987 A Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1987 A Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date; and (c) on or before the due date of each installment on the Bond, transfer from the Revenue Fund and pay to the National Finance Office designated in the Bond (or such other place as may be subsequently designated pursuant to the Bond), the amounts required to pay the interest on the Bond, and to amortize the principal of the Bond over the life of the Bond issue. All payments on the Series 1987 A Bonds and the Bond shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(6) The Issuer shall also, on the first day of each month, (a) commencing 13 months prior to the first date of payment of principal of the Series 1987 A Bonds, if not fully funded upon issuance of the Series 1987 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1987 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1987 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall

remain on deposit therein, an amount equal to the Series 1987 A Bonds Reserve Requirement as defined in the 1987 Resolution; and (b) transfer from the Revenue Fund and deposit in the 1992 Reserve Account, 1/12th of 1/10th of the amount equal to the maximum amount of principal and interest becoming due on the Bond in any year, until the amount in the 1992 Reserve Account equals such maximum amount (the "1992 Minimum Reserve"). After the 1992 Minimum Reserve has been accumulated in the 1992 Reserve Account, the Issuer shall monthly deposit into the 1992 Reserve Account such part of the moneys remaining in the Revenue Fund, after such provision for the payments hereinabove provided, as shall be required to maintain the 1992 Minimum Reserve in the 1992 Reserve Account. Moneys in the 1992 Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Bond to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Bond, or for mandatory prepayment of the Bond as hereinafter provided, and for no other purpose; provided, however, that when the 1992 Minimum Reserve has been accumulated in the 1992 Reserve Account, all earnings of investments of moneys therein shall at least annually be transferred to and deposited in the Revenue Fund and used for prepayment of the principal of the Bond.

(7) From the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, commencing with the month succeeding the first full calendar month after commencement of operation of the System, transfer to the Renewal and Replacement Fund a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of the Series 1987 A Bonds Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII of the 1987 Resolution. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements

Series 1987 B Bonds Reserve Requirement as defined in the 1987 Resolution.

(10) 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 1973 Bonds outstanding and, thereafter, to prepay installments of the 1987 A Bonds and the Bond outstanding and, thereafter the 1987 B Bonds or for any lawful purpose.

Whenever the moneys in the 1992 Reserve Account shall be sufficient to prepay the Bond in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bond at the earliest practical date and in accordance with applicable provisions hereof.

The Depository Bank is hereby and by the Prior Resolutions designated as the Fiscal Agent for the administration of the 1992 Reserve Account, the Depreciation Account and the Renewal and Replacement Fund as herein and therein provided, and all amounts required for the 1992 Reserve Account, the Depreciation Account and the Renewal and Replacement Fund will be deposited by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein and in the Prior Resolutions, together with written advice stating the amount remitted for deposit into each such fund.

All funds and accounts provided for in this Article (excluding the Project Construction Account) shall constitute trust funds and shall be used only for the purposes and in the order provided herein and in the Prior Resolutions, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Bond and the interest thereon, which lien shall be junior and subordinate to the liens of the holders of the 1973 Bonds, but the Depository Bank shall not be a trustee as to such funds.

If on any payment date the Revenues are insufficient to make the payments and transfers and to deposit the required amount in any of the funds or accounts as hereinabove and in the Prior Resolutions provided, the deficiency shall be made up in the subsequent payments and transfers in addition to

those which would otherwise be required to be made on the subsequent payment dates.

The Depository Bank, at the direction of the Issuer, shall keep the moneys in the Depreciation Account invested and reinvested to the fullest extent practicable in direct obligations of the United States of America, as provided in the 1973 Resolution. The Depository Bank, at the direction of the Issuer, shall keep the moneys in the Renewal and Replacement Fund invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments, as provided in the 1987 Resolution. The Depository Bank, at the direction of the Issuer, shall keep the moneys in the 1992 Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided in the Prior Resolutions or herein, or unless otherwise required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia State Board of Investments. Except as otherwise required in the Prior Resolutions, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account.

C. CHANGE OF DEPOSITORY BANK AND FISCAL AGENT. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank and Fiscal Agent if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank and Fiscal Agent. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser and shall give such other notice as required under, and in the manner provided in, the Prior Resolutions.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, provide evidence that there will be at

## ARTICLE V

### GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the 1992 Reserve Account a sum sufficient to prepay the entire principal of the Bond remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Purchaser.

Section 5.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to the payment and deposits on account of the 1973 Bonds, the 1987 A Bonds, the 1987 B Bonds, the Depreciation Account and the Renewal and Replacement Fund, plus Net Revenues equal to not less than 110% of the annual debt service on the Bond and sufficient to make the payments required herein into the 1992 Reserve Account and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any or all of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon

any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Bond.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County

Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any such person at any one time, and initially in the amount of \$50,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

(f) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Bond is outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage. For the further protection of the Holder of the Bond, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Bond. The statutory mortgage lien of the Bond is junior and subordinate to the statutory mortgage lien in favor of the holders of the 1973 Bonds, on a parity with the statutory mortgage lien in favor of the holders of the 1987 A Bonds and senior and prior to the statutory mortgage lien in favor of the holders of the 1987 B Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Bond is outstanding.

Section 5.14. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation,

public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules.

A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the order of the Public Service Commission of West Virginia, entered on December 30, 1991, Case No. 90-825-FWD-CN, which order is incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal dignity, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and Revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01. Payment of Bond. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Bond, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Bond, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Bond, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 7.02. Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bond No. R-1. The Chairman, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause Bond No. R-1, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Bond.

Section 7.05. Conflicting Provisions Repealed. All other resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form FmHA 442-47) or the Prior Resolutions.

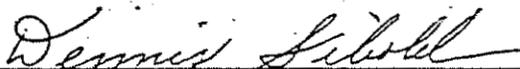
Section 7.06. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

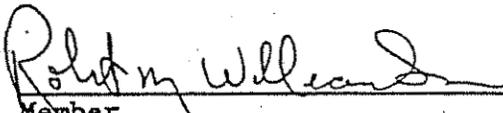
Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to

exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 7.08. Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted: July 14, 1992.

  
Chairman of Public Service Board

  
Member

  
Member

07/10/92  
REDB.A5  
74291/90001



RED SULPHUR PUBLIC SERVICE DISTRICT  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,  
SERIES 1987 A AND SERIES 1987 B  
and  
INTERIM CONSTRUCTION FINANCING

BOND AND NOTES RESOLUTION

Table of Contents

| <u>Subject</u>                                                                                                                                  | <u>Page</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| ARTICLE I - STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS                                                                                       |             |
| Section 1.01 Authority for this Resolution                                                                                                      | 1           |
| Section 1.02 Findings                                                                                                                           | 1           |
| Section 1.03 Bond Legislation Constitutes Contract                                                                                              | 4           |
| Section 1.04 Definitions                                                                                                                        | 4           |
| ARTICLE II - AUTHORIZATION OF CONSTRUCTION AND ACQUISITION<br>OF THE PROJECT                                                                    |             |
| Section 2.01 Authorization of Construction and<br>Acquisition of the Project                                                                    | 17          |
| ARTICLE III - AUTHORIZATION, TERMS, EXECUTION, REGISTRATION<br>AND SALE OF BONDS; AUTHORIZATION AND EXECUTION<br>OF LOAN AGREEMENT              |             |
| Section 3.01 Authorization of Bonds                                                                                                             | 18          |
| Section 3.02 Terms of Bonds                                                                                                                     | 18          |
| Section 3.03 Execution of Bonds                                                                                                                 | 19          |
| Section 3.04 Authentication and Registration                                                                                                    | 19          |
| Section 3.05 Negotiability, Transfer and Registration                                                                                           | 19          |
| Section 3.06 Bonds Mutilated, Destroyed, Stolen or Lost                                                                                         | 20          |
| Section 3.07 Bonds not to be Indebtedness of the Issuer                                                                                         | 20          |
| Section 3.08 Bonds Secured by Subordinate Pledge of Net<br>Revenues; Series 1987 B Bonds to be Junior<br>and Subordinate to Series 1987 A Bonds | 20          |
| Section 3.09 Form of Original Bonds                                                                                                             | 20          |
| FORM OF SERIES 1987 A BOND                                                                                                                      | 22          |
| FORM OF SERIES 1987 B BOND                                                                                                                      | 29          |

| <u>Subject</u>                                                                                               | <u>Page</u> |
|--------------------------------------------------------------------------------------------------------------|-------------|
| Section 3.10 : Sale of Original Bonds; Ratification of Execution of Loan Agreement with Authority            | 36          |
| <br>ARTICLE IV - INTERIM CONSTRUCTION FINANCING                                                              |             |
| Section 4.01 Authorization and General Terms                                                                 | 37          |
| Section 4.02 Terms of and Security for Notes; Trust Indenture                                                | 37          |
| Section 4.03 Notes are Special Obligations                                                                   | 37          |
| Section 4.04 Letters of Credit                                                                               | 37          |
| <br>ARTICLE V - SYSTEM REVENUES AND APPLICATION THEREOF                                                      |             |
| Section 5.01 Establishment of Funds and Accounts with Depository Bank                                        | 39          |
| Section 5.02 Establishment of Funds and Accounts with Commission                                             | 39          |
| Section 5.03 System Revenues; Flow of Funds                                                                  | 39          |
| <br>ARTICLE VI - BOND PROCEEDS; FUNDS AND ACCOUNTS                                                           |             |
| Section 6.01 Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds                                | 47          |
| Section 6.02 Disbursements from the Bond Construction Trust Fund                                             | 48          |
| <br>ARTICLE VII - ADDITIONAL COVENANTS OF THE ISSUER                                                         |             |
| Section 7.01 General Covenants of the Issuer                                                                 | 50          |
| Section 7.02 Bonds and Notes not to be Indebtedness of the Issuer                                            | 50          |
| Section 7.03 Bonds Secured by Subordinate Pledge of Net Revenues                                             | 50          |
| Section 7.04 Initial Schedule of Rates and Charges                                                           | 51          |
| Section 7.05 Sale of the System                                                                              | 51          |
| Section 7.06 Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances | 52          |
| Section 7.07 Parity Bonds                                                                                    | 53          |
| Section 7.08 Books and Records                                                                               | 55          |
| Section 7.09 Rates                                                                                           | 56          |
| Section 7.10 Operating Budget and Audit                                                                      | 57          |
| Section 7.11 No Competing Franchise                                                                          | 58          |
| Section 7.12 Enforcement of Collections                                                                      | 58          |
| Section 7.13 No Free Services                                                                                | 58          |
| Section 7.14 Insurance and Construction Bonds                                                                | 59          |
| Section 7.15 Mandatory Connections                                                                           | 60          |
| Section 7.16 Completion of Project                                                                           | 61          |
| Section 7.17 Tax Covenants                                                                                   | 61          |
| Section 7.18 Statutory Mortgage Lien                                                                         | 62          |

| <u>Subject</u>                                                                | <u>Page</u> |
|-------------------------------------------------------------------------------|-------------|
| ARTICLE VIII - INVESTMENT OF FUNDS; NON ARBITRAGE                             |             |
| Section 8.01    Investments                                                   | 63          |
| Section 8.02    Arbitrage                                                     | 63          |
| Section 8.03    Rebates of Excess Investment Earnings<br>to the United States | 64          |
| ARTICLE IX - DEFAULT AND REMEDIES                                             |             |
| Section 9.01    Events of Default                                             | 68          |
| Section 9.02    Remedies                                                      | 68          |
| Section 9.03    Appointment of Receiver                                       | 69          |
| ARTICLE X - DEFEASANCE                                                        |             |
| Section 10.01   Defeasance of Series 1987 A Bonds                             | 71          |
| Section 10.02   Defeasance of Series 1987 B Bonds                             | 72          |
| Section 10.03   Defeasance of Notes                                           | 73          |
| ARTICLE XI - MISCELLANEOUS                                                    |             |
| Section 11.01   Amendment or Modification of Bond<br>Legislation              | 74          |
| Section 11.02   Bond Legislation Constitutes Contract                         | 74          |
| Section 11.03   Severability of Invalid Provisions                            | 74          |
| Section 11.04   Headings, Etc.                                                | 74          |
| Section 11.05   Conflicting Provisions Repealed                               | 74          |
| Section 11.06   Covenant of Due Procedure, Etc.                               | 75          |
| Section 11.07   Public Notice of Proposed Financing                           | 75          |
| Section 11.08   Effective Date                                                | 76          |
| SIGNATURES                                                                    | 76          |
| CERTIFICATION                                                                 | 77          |
| EXHIBIT A                                                                     | 78          |

11/16/87  
RSPSD2-B

RED SULPHUR PUBLIC SERVICE DISTRICT

RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF PUBLIC SEWERAGE FACILITIES OF RED SULPHUR PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 A, NOT MORE THAN \$400,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1987 B, AND NOT MORE THAN \$1,000,000 INTERIM CONSTRUCTION FINANCING, CONSISTING OF GRANT ANTICIPATION NOTES OR A LINE OF CREDIT EVIDENCED BY NOTES OR BOTH; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS AND NOTES; AUTHORIZING EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE NOTES; APPROVING AND RATIFYING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF RED SULPHUR 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 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law.

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

A. Red Sulphur Public Service District (the "Issuer") is a public service district and political subdivision of the State of West Virginia in Monroe County of said State.

B. The Issuer presently owns and operates a combined public waterworks and sewage treatment, collection and transportation system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed certain additions, betterments and improvements for such existing sewerage facilities of the Issuer (the "Project") which constitute properties for the treatment and collection of liquid or solid wastes, sewage or industrial wastes (the Issuer's existing waterworks and sewerage system, together with the Project and any further additions thereto or extensions thereof is herein called the "System") at an estimated cost of \$2,693,860, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of said System, the principal of and interest on the Bonds (as hereinafter defined) and all Sinking Fund, Reserve Account and other payments provided for herein.

D. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds in the total aggregate principal amount of not more than \$1,400,000 in two series, being the Series 1987 A Bonds in the aggregate principal amount of not more than \$1,000,000, and the Series 1987 B Bonds in the aggregate principal amount of not more than \$400,000 (collectively, the "Bonds"), and (at the option of the Issuer) to issue contemporaneously therewith, or as soon as practicable thereafter, its combined waterworks and sewerage system grant anticipation notes, or a note or notes evidencing a line of credit, or both (collectively, the "Notes") in the aggregate principal amount of not more than \$1,000,000 to temporarily finance costs of construction and acquisition of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Notes during the term thereof and upon the Bonds prior to and during construction or acquisition and for 6 months after completion of construction of the Project; amounts which may be deposited in the Reserve Accounts; engineering, and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees of the Authority (as hereinafter

defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Bonds and Notes and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition 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, including, with respect to the Notes, any fees for the providing of a letter of credit, as hereinafter defined, and any costs of obtaining insurance thereon; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Bonds or Notes 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 Original Bonds (as hereinafter defined) be sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of a loan agreement and a supplemental loan agreement (collectively, the "Loan Agreement") both dated August 21, 1987, entered into between the Issuer and the Authority, in form satisfactory to the Issuer and the Authority, and attached hereto as "Exhibit A," and made a part hereof.

G. There are outstanding obligations of the Issuer which will rank senior and prior to the Bonds as to lien and source of and security for payment being the Issuer's Combined Waterworks and Sewerage System Revenue Refunding Bonds, dated July 1, 1973, and issued in the original aggregate principal amount of \$540,000 (the ~~1973 Bonds~~). The Series 1987 B Bonds shall be junior and subordinate to both the 1973 Bonds and the Series 1987 A Bonds as set forth herein. The Notes, if issued, will not be payable from the Net Revenues, but shall be payable from Grant Receipts, Surplus Revenues and proceeds of a letter of credit, if any, all as shall be set forth in the Indenture or the Supplemental Resolution authorizing the Notes, if any.

H. The Issuer has complied with all requirements of West Virginia law relating to authorization of the construction, acquisition and operation of the Project and issuance of the Bonds and the Notes, or will have so complied prior to issuance of any thereof, including, among other things, the obtaining of a Certificate of 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.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Bonds and the Notes 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 such Noteholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of such Bonds and Notes, respectively, 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 and between any one Note and any other Note, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"ARC Grant" means the grant from Appalachian Regional Commission pursuant to the commitment therefor.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Original Bonds, or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

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

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01 hereof.

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

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

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

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

"Bonds" means the Original Bonds, and any bonds on a parity therewith authorized to be issued hereunder.

"1973 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Refunding Bonds, dated July 1, 1973, issued in the original aggregate principal amount of \$540,000.

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

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto.

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

"Consulting Engineers" means G. A. Tice, Incorporated, Beckley, West Virginia, or any engineer or firm of engineers that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System.

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

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns.

"Eligible Costs" means Costs of the Project which are reimbursable in full on a dollar-for-dollar basis from EPA Grant Receipts, the total of which are equal in amount to the EPA Grant.

"EPA" means the United States Environmental Protection Agency and any successor to the functions of the EPA.

"EPA Grant" means the grant from the EPA pursuant to the commitment therefor.

"Excess Investment Earnings" means an amount equal to the sum of:

(A) The excess of

(i) The aggregate amount earned from the Closing Date on all Nonpurpose Investments in which Gross Proceeds of the Bonds are invested [other than amounts attributable to an excess described in this clause (A) of this definition of Excess Investment Earnings], over

(ii) The amount that would have been earned if the Yield on such Nonpurpose Investments [other than amounts attributable to an excess described in this clause (A) of this definition of Excess Investment Earnings] had been equal to the Yield on the Bond, plus

(B) Any income attributable to the excess described in clause (A) of this definition of Excess Investment Earnings.

"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 may hereafter be constituted.

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

"Grant Agreement" means a written commitment for the payment of the EPA Grant or any of the Other Grants, specifying the amount of such Grant, the terms and conditions upon which such Grant is made and the date or dates or event or events upon which Grant is to be paid to the Issuer; provided that, "EPA Grant Agreement" means only the Grant Agreement relating to the EPA Grant and "Other Grant

"Agreements" means only those Grant Agreements relating to the Other Grants.

"Grant Receipts" means all moneys received by the Issuer on account of any Grant after the date of issuance of the Notes; provided that "EPA Grant Receipts" means only Grant Receipts on account of the EPA Grant, and "Other Grant Receipts" means only Grant Receipts on account of any or all of the Other Grants.

"Grants" means, collectively, the EPA Grant and the Other Grants, as hereinafter defined.

"Gross Proceeds" means the sum of the following amounts:

(i) Original proceeds, namely, net amounts received by or for the Issuer as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(ii) Investment proceeds, namely, amounts received at any time by or for the Issuer, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(iii) Transferred proceeds, namely, original proceeds of any prior obligations, and interest earnings and profits less losses resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of any prior bonds and which are deemed to become proceeds of the Bonds ratably as original proceeds of the Bonds, and interest earnings and profits resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of

any such prior obligations, all on the date of such ratable discharge;

(iv) Sinking fund proceeds, namely, amounts, other than original proceeds, investment proceeds or transferred proceeds (as referenced in clauses (i) through (iii) above) of the Bonds, which are held in any fund to the extent that the Issuer reasonably expects to use such other fund to pay Debt Service;

(v) Amounts in the Reserve Accounts and in any other fund established as a reasonably required reserve or replacement fund;

(vi) Investment Property pledged as security for payment of Debt Service on the Bonds by the Issuer;

(vii) Amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and

(viii) Amounts received as a result of investing amounts described in this definition.

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

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

"Indenture" or "Trust Indenture" means the Trust Indenture which may be entered into between the Issuer and the Trustee relating to the Notes and all supplements or amendments thereto.

"Independent Certified Public Accountants" shall mean any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of

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

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes.

"Issuer" means Red Sulphur Public Service District, in Monroe County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" shall mean, collectively, the Loan Agreement and the Supplemental Loan Agreement, both dated August 21, 1987, heretofore entered into between the Authority and the Issuer providing for the purchase of the Original Bonds from the Issuer by the Authority, the forms of which shall be approved, and the execution and delivery by the Issuer ratified and confirmed by, this Resolution or a resolution adopted by the Issuer prior to the adoption of this Resolution.

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

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

"Nonpurpose Investment" means any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Noteholder," "Holder of the Notes" or any similar term means the person, whenever used herein with respect to an outstanding Note or Notes, in whose name such Note is registered.

"Notes" or "GAN" means collectively, the not more than \$1,000,000 in aggregate principal amount of Sewerage System Grant Anticipation Notes, originally authorized hereby, or the not more than \$1,000,000 in aggregate principal amount of a note or notes evidencing a line of credit originally authorized hereby, and unless the context clearly indicates otherwise, the terms "Notes" or "GAN" includes any refunding Notes or GAN of the Issuer.

"Notes Construction Trust Fund" means the Notes Construction Trust Fund which may be established by Section 4.02 of the Indenture.

"Notes Debt Service Fund" means the Notes Debt Service Fund which may be established by Section 4.01 of the Indenture.

"Notes Registrar" means the bank to be designated as such in the Indenture or the Supplemental Resolution and its successors and assigns.

"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, Registrar, Paying Agent and the Trustee (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds or Notes, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Original Bonds" or "Bonds originally authorized hereby" or similar phrases mean, collectively, the Series 1987 A Bonds and the Series 1987 B Bonds, issued for the purpose of paying a portion of the Costs of the Project and for such other purposes permitted and authorized by this Bond Legislation.

"Original Notes Purchaser" means, in the event grant anticipation notes are issued, such original purchaser of the Notes as shall be named in a resolution supplemental hereto, and, in the event a note or notes evidencing a line of credit are issued, such bank or banks as shall be named in a resolution supplemental hereto.

"Other Grants" means collectively, the ARC Grant and any other grant hereafter received by the Issuer to aid in financing any Costs.

"Notes Construction Trust Fund" means the Notes Construction Trust Fund which may be established by Section 4.02 of the Indenture.

"Notes Debt Service Fund" means the Notes Debt Service Fund which may be established by Section 4.01 of the Indenture.

"Notes Registrar" means the bank to be designated as such in the Indenture or the Supplemental Resolution and its successors and assigns.

"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, Registrar, Paying Agent and the Trustee (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds or Notes, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Original Bonds" or "Bonds originally authorized hereby" or similar phrases mean, collectively, the Series 1987 A Bonds and the Series 1987 B Bonds, issued for the purpose of paying a portion of the Costs of the Project and for such other purposes permitted and authorized by this Bond Legislation.

"Original Notes Purchaser" means, in the event grant anticipation notes are issued, such original purchaser of the Notes as shall be named in a resolution supplemental hereto, and, in the event a note or notes evidencing a line of credit are issued, such bank or banks as shall be named in a resolution supplemental hereto.

"Other Grants" means collectively, the ARC Grant and any other grant hereafter received by the Issuer to aid in financing any Costs.

"Outstanding," when used with reference to the 1973 Bonds, Bonds or Notes and as of any particular date, describes all 1973 Bonds, Bonds theretofore and thereupon being authenticated and delivered or all Notes theretofore and thereupon being authenticated and delivered except (i) any Bond or Note cancelled by the Bond Registrar, or Notes Registrar, at or prior to said date; (ii) any 1973 Bonds, Bond or Note for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be in trust hereunder or under the Indenture, as applicable, and set aside for such payment (whether upon or prior to maturity); (iii) any 1973 Bonds, Bond or Note deemed to have been paid as provided in the 1973 Resolution, Article X hereof or Article VIII of the Indenture, as applicable; and (iv) for purposes of consents or other action by a specified percentage of holders of 1973 Bonds, Bondholders or Noteholders, any 1973 Bonds, Bonds or Notes 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 bank or banks or other entity designated as such for the Bonds and/or the Notes in the Indenture or in the Supplemental Resolution or such entity or authority as may be designated by the Issuer.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Program" means the Authority's loan program, under which the Authority purchases the water development revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of water development revenue bonds of the Authority.

"Project" means the acquisition and construction of certain improvements for the existing sewage treatment plant of the Issuer, together with extensions, additions and improvements for the existing sewage collection and transportation lines to serve the Peterstown area of the Issuer and all necessary appurtenances.

"Purchase Price," for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting

in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds.

"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 Investment Agreement which, in the event Notes are issued, may be entered into by and between the Trustee and the bank designated as "Investment Bank" in the Supplemental Resolution;

(i) 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

(j) 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," "Noteholder," "Bondholder," "Holder" or any similar term means whenever used herein with respect to an outstanding Bond, Note, Bonds or Notes, the person in whose name such Bond or Note is registered.

"Registrar" means as appropriate, either the Bond Registrar or the Notes Registrar or both.

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

"1973 Resolution" means the resolution of the Issuer adopted July 14, 1973, pursuant to which the 1973 Bonds were issued.

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

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

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

"Series 1987 A Bonds" or "Series A Bonds" means the not more than \$1,000,000 in aggregate principal amount of Sewer Revenue Bonds, Series 1987 A, of the Issuer.

"Series 1987 A Bonds Reserve Account" means the Series 1987 A Bonds Reserve Account established in the Series 1987 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1987 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1987 A Bonds in any year.

"Series 1987 A Bonds Sinking Fund" means the Series 1987 A Sinking Fund established by Section 5.02 hereof.

"Series 1987 B Bonds" or "Series B Bonds" means the not more than \$400,000 in aggregate principal amount of Sewer Revenue Bonds, Series 1987 B, of the Issuer.

"Series 1987 B Bonds Reserve Account" means the Series 1987 B Bonds Reserve Account established in the Series 1987 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1987 B Bonds Reserve Requirement" means, as of the date of calculation, the maximum amount of principal which will become due on the Series 1987 B Bonds in any year.

"Series 1987 B Bonds Sinking Fund" means the Series 1987 B Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolutions authorizing the sale of the Notes or the Original Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Notes or the Original Bonds, as the case may be, 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 1973 Bonds, the Bonds or any other obligations of the Issuer, including the Renewal and Replacement Fund and the Reserve Accounts, and all other reserve accounts, depreciation accounts and any similar funds or accounts relating to the 1973 Bonds.

"System" means the existing combined public waterworks and sewerage system of the Issuer in its entirety, and any improvements or extensions thereto hereafter constructed or acquired from any sources whatsoever, and includes the Project.

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

"Trustee" means the banking institution designated as trustee for the Noteholders under the Indenture, if any, its successors and assigns.

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

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 CONSTRUCTION  
AND ACQUISITION OF THE PROJECT

Section 2.01. Authorization of Construction and Acquisition of the Project. There is hereby authorized the construction and acquisition of the Project, at an estimated cost of \$2,693,860, 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 Notes and the Bonds hereby authorized shall be applied as provided in the Indenture, if any, and Article VI hereof, respectively.

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 1987 A Bonds, funding a reserve account for each series of Original Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any of such purposes, there shall be issued negotiable Original Bonds of the Issuer, in an aggregate principal amount of not more than \$1,400,000. Said Bonds shall be issued in two series, to be designated respectively, "Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 A," in the aggregate principal amount of not more than \$1,000,000, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B," in the aggregate principal amount of not more than \$400,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. Such Bonds shall be issued contemporaneously with or prior to issuance of the Notes, if any. The proceeds of the Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in the Bond Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Bonds shall bear interest at such rate or rates, not exceeding the then legal maximum, payable semiannually on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution. The 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 Bonds shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Original Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of each series, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Bonds of each series shall be exchangeable at the option and expense of the Holder for other fully registered Bonds of the same series in aggregate

principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the 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 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 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.09 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any 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 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said 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 in the manner provided hereinafter in the form of said Bonds.

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

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

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

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may

incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

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

Section 3.08. Bonds Secured by Subordinate Pledge of Net Revenues; Series 1987 B Bonds to be Junior and Subordinate to Series 1987 A Bonds. The payment of the debt service of all the Series 1987 A Bonds shall be secured forthwith equally and ratably with each other, by a lien on the Net Revenues derived from the System, junior and subordinate to the lien thereon in favor of the holders of the 1973 Bonds. The payment of the debt service of all the Series 1987 B Bonds shall also be secured forthwith equally and ratably with each other by a lien on the Net Revenues derived from the System, but junior and subordinate to the lien on such Net Revenues in favor of the Holders of both the 1973 Bonds and the Series 1987 A Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds after all payments required to be made on account of the 1973 Bonds and to make the payments into the Sinking Funds, the Reserve Accounts therein and the Renewal and Replacement Fund hereinafter established, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

Section 3.09. Form of Original Bonds. The text of the Bonds shall be in substantially the following forms, 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 1987 A Bond]

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
RED SULPHUR PUBLIC SERVICE DISTRICT  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND, SERIES 1987 A

No. AR- \_\_\_\_\_

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That RED SULPHUR PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Monroe County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), in installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest rate on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, and such interest shall be payable on April 1 and October 1 in each year, beginning \_\_\_\_\_ 1, 19 \_\_\_\_\_. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated \_\_\_\_\_, 198\_\_.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the sewerage facilities portion of the combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to pay interest on the Bonds of this series (the "Bonds") during the construction of the Project and for approximately \_\_\_\_\_ months thereafter; and (iii) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and a Resolution and Supplemental Resolution, duly adopted by the Issuer on \_\_\_\_\_, 1987 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is issued contemporaneously with the Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, of the Issuer (the "Series 1987 B Bonds"), issued in the aggregate principal amount of \$ \_\_\_\_\_, which Series 1987 B Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds.

This Bond is payable only from and secured by a pledge of the Net Revenues to be derived from the operation of the System (as such terms are defined in the Bond Legislation), moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1987 A Bonds Reserve Account"), and unexpended proceeds of the Bonds and the Series 1987 B Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 1987 A Bonds Reserve Account and unexpended Bond proceeds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any year of principal of and interest

on the Bonds, the Series 1987 B Bonds, and all other obligations secured by or payable from such revenues prior to or on a parity with the Bonds or the Series 1987 B Bonds, provided however, that so long as there exists in the Series 1987 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in any year, and in the respective reserve accounts established for the Series 1987 B Bonds and any other obligations outstanding prior to or on a parity with the Bonds or the Series 1987 B Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIEN AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S OUTSTANDING COMBINED WATERWORKS AND SEWERAGE REVENUE REFUNDING BONDS, DATED JULY 1, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$540,000.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond,

together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed hereon and attested by its Secretary, and has caused this Bond to be dated \_\_\_\_\_, 1987.

[SEAL]

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1987 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: \_\_\_\_\_

ONE VALLEY BANK, NATIONAL ASSOCIATION,  
as Registrar

By \_\_\_\_\_  
Its Authorized Officer

EXHIBIT A

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:

\_\_\_\_\_

[Form of Series 1987 B Bond]

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
RED SULPHUR PUBLIC SERVICE DISTRICT  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND, SERIES 1987 B

No. BR- \_\_\_\_\_

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That RED SULPHUR PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Monroe County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), in annual installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference, without interest.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Supplemental Loan Agreement between the Issuer and the Authority, dated \_\_\_\_\_, 198\_\_.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the existing sewerage facilities portion of the combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and a Resolution and Supplemental Resolution, duly adopted by the Issuer on \_\_\_\_\_, 1987 (collectively called the "Bond Legislation"),

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

This Bond is payable only from and secured by a pledge of the Net Revenues to be derived from the operation of the System (as such terms are defined in the Bond Legislation) after there has first been paid from said Net Revenues all payments then due and owing on account of the Series 1987 A Bonds herein described and to all moneys in the Reserve Account (the "Series 1987 B Reserve Account") created under the Bond Legislation for the Bonds of this Series (the "Bonds"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the moneys in the Series 1987 B Bonds Reserve Account and unexpended Bond proceeds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any year of principal of and interest, if any, on the Bonds, the Series 1987 A Bonds and all other obligations secured by or payable from such revenues prior to or on a parity with the Series 1987 A Bonds or the Bonds, provided however, that so long as there exists in the Series 1987 B Bonds Reserve Account and the reserve account established for the Series 1987 A Bonds, respectively, amounts at least equal to the maximum amount of principal and interest which will become due on the Bonds and the Series 1987 A Bonds in any year, and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only

upon the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law, shall be applied solely to the payment of the Costs of the Project described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owners of the Bonds, which lien is subordinate to the lien in favor of the registered owners of the Series 1987 A Bonds.

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE REVENUE REFUNDING BONDS OF THE ISSUER, DATED JULY 1, 1973, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$540,000, AND THE SEWER REVENUE BONDS, SERIES 1987 A, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$ \_\_\_\_\_ OF THE ISSUER, ISSUED CONCURRENTLY HERewith AND DESCRIBED IN THE BOND LEGISLATION.

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

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

IN WITNESS WHEREOF, RED SULPHUR PUBLIC SERVICE DISTRICT  
has caused this Bond to be signed by its Chairman and its corporate  
seal to be hereunto affixed hereon and attested by its Secretary,  
and has caused this Bond to be dated \_\_\_\_\_, 1987.

[SEAL]

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1987 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above as of the date set forth below.

Date: \_\_\_\_\_

ONE VALLEY BANK, NATIONAL ASSOCIATION,  
as Registrar

By \_\_\_\_\_  
Its Authorized Officer

EXHIBIT A

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 3.10. Sale of Original Bonds; Ratification of Execution of Loan Agreement with Authority. The Original 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, ratified and approved.

## ARTICLE IV

### INTERIM CONSTRUCTION FINANCING

Section 4.01. Authorization and General Terms. In order to pay certain Costs of the Project pending receipt of the Grant Receipts, the Issuer may issue and sell its Notes in an aggregate principal amount not to exceed \$1,000,000. The Notes may be in the form of grant anticipation notes or as evidence of a line of credit from a commercial bank or other lender, at the discretion of the Issuer, and as shall be set forth in a resolution supplemental hereto. 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 Indenture or supplemental resolution, as applicable.

Section 4.02. Terms of and Security for Notes; Trust Indenture. The Notes, if issued, shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, with such terms and secured in the manner set forth in the Indenture, if applicable (which Indenture in the form to be executed and delivered by the Issuer shall be approved by a supplemental resolution), or supplemental resolution, if no Indenture is used.

Section 4.03. Notes are Special Obligations. The Notes shall be special obligations of the Issuer payable as to principal and interest solely from the Grant Receipts, Surplus Revenues, letter of credit proceeds, if any, and other sources described in the Indenture or supplemental resolution. The Notes do not and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions. The general funds of the Issuer are not liable, and neither the full faith and credit nor the taxing power, if any, of the Issuer is pledged for the payment of the Notes. The Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth in the Indenture and the Supplemental Resolution.

Section 4.04. Letters of Credit. As additional security for the Notes, the Issuer may obtain a letter or letters of credit from a bank or banks, pursuant to which such bank or banks would agree to pay to the Trustee, upon presentation by the Trustee of certain certificates, the sum or sums set forth therein but not to exceed \$1,000,000 in the aggregate. In the event of a draw under

any such letter of credit, the Issuer shall issue its refunding notes to the bank issuing such letter of credit. Any such letter of credit shall be authorized and shall have such terms as shall be set forth in a resolution supplemental hereto.

ARTICLE V

SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created (or continued if previously established by the 1973 Resolution) with and shall be held by, the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by 1973 Resolution);
- (2) Depreciation Account (established by the 1973 Resolution);
- (3) Renewal and Replacement Fund; and
- (4) Bond Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby established (or continued if previously established by the 1973 Resolution) with the Commission:

- (1) The Sinking Fund established for the 1973 Bonds (herein called the "1973 Bonds Sinking Fund");
  - (a) Within the 1973 Bonds Sinking Fund, the Reserve Account established for the 1973 Bonds (the "1973 Bonds Reserve Account");
- (2) Series 1987 A Bonds Sinking Fund;
  - (a) Within the Series 1987 A Bonds Sinking Fund, the Series 1987 A Bonds Reserve Account.
- (3) Series 1987 B Bonds Sinking Fund;
  - (a) Within the Series 1987 B Bonds Sinking Fund, the Series 1987 B Bonds Reserve Account.

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

funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided.

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

(2) The Issuer shall next, before the end of each month, transfer from the Revenue Fund and remit to the Commission for deposit into the 1973 Bonds Sinking Fund, 1/6th of the amount required to pay the interest on the 1973 Bonds which will mature and become due on the next interest payment date; and shall also monthly transfer from the Revenue Fund and remit to the Commission, for deposit into the 1973 Bonds Sinking Fund, 1/12th of the amount required to pay the principal of the 1973 Bonds which will mature and become due on the next succeeding January 1, which payments for principal and interest required to be remitted to the Commission in each June and December shall be so remitted not later than each June 15 and December 15.

The Issuer shall also, from the Revenue Fund, remit to the Commission, at such times as the Commission shall require, such additional sums, if any, as shall be necessary to pay the fiscal charges due for paying the 1973 Bonds and the interest thereon.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Commission, for deposit into the 1973 Bonds Reserve Account, in the 1973 Bonds Sinking Fund, the sum of \$300, until the amount in the 1973 Bonds Reserve Account equals \$36,000. After such amount has been accumulated in the 1973 Reserve Account, the Issuer shall monthly remit to the Commission such part of the moneys remaining in the Revenue Fund, after such provision for payment of maturing principal of and interest on the 1973 Bonds, as shall be required to maintain such amount in the 1973 Bonds Reserve Account. Moneys in the 1973 Bonds Reserve Account shall be used solely to make up any deficiency in the 1973 Sinking Fund for payment of the principal of and interest on the 1973 Bonds as the same shall mature hereinafter provided and for no other purpose.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Depreciation Account heretofore established by the 1973 Resolution a sum equal to not less than 5% of the Gross Revenues derived from the operation of the

System during the preceding month; provided however, that no further payments shall be made into the Depreciation Account when there shall have been deposited therein, and so long as these shall remain on deposit therein, the sum of \$30,000. Moneys in the Depreciation Account shall be used only for replacement or addition of capital assets of the System, except that such moneys may be transferred to the 1973 Bonds Sinking Fund under the circumstances prescribed by Section 3.02(B)(5) of the 1973 Resolution.

(5) Thereafter, from the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, commencing 7 months prior to the first date of payment of interest on the Series 1987 A Bonds for which interest has not been capitalized, apportion and set apart out of the Revenue Fund and remit to the Commission, for deposit in the Series 1987 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 1987 A Bonds on the next ensuing semiannual interest payment date; provided, that, in the event the period to elapse between the date of such initial deposit in the Series 1987 A Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next semiannual interest payment date, the required amount of interest coming due on such date.

(6) The Issuer shall also, on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1987 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 A Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1987 A Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1987 A Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(7) The Issuer shall also, on the first day of each month, commencing 13 months prior to the first date of payment of principal of the Series 1987 A Bonds, if not fully funded upon issuance of the Series 1987 A Bonds, apportion and set apart out of the Revenue Fund and remit

to the Commission for deposit in the Series 1987 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1987 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1987 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1987 A Bonds Reserve Requirement.

(8) From the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, commencing with the month succeeding the first full calendar month after commencement of operation of the System, transfer to the Renewal and Replacement Fund a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of the Series 1987 A Bonds Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the Series 1987 A Bonds Reserve Account [except to the extent such deficiency exists because the required payments into such account has not, as of the date of determination of a deficiency, funded such account to the maximum extent required by Subsection 5.03(A)(4)] shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

(9) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1987 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1987 B Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1987 B Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(10) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal of the Series 1987 B Bonds, if not fully funded upon issuance of the Series 1987 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1987 B Bonds Reserve Account, an amount equal to 1/120 of the Series 1987 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1987 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1987 B Bonds Reserve Requirement.

Moneys in the Series 1987 A Bonds Sinking Fund and the Series 1987 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the respective series of Bonds as the same shall become due. Moneys in the Series 1987 A Bonds Reserve Account and the Series 1987 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the respective series of Bonds, as the same shall come due, when other moneys in the attendant Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the several Sinking Funds and Reserve Accounts shall be returned, not less than once each year, by the Commission to the Issuer, for deposit in the Revenue Fund, 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 applied in full, first to the next ensuing interest payments, if any, due on the respective Series of Bonds, and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 1987 A Bonds Reserve Account which result in a reduction in the balance of the Series 1987 A Bonds Reserve Account to below the Series 1987 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments to the Series 1987 A Bonds Sinking Fund for payment of debt service on the Bonds have been made in full.

Any withdrawals from the Series 1987 B Bonds Reserve Account which result in a reduction in the balance of the Series 1987 B Bonds Reserve Account to below the

Series 1987 B Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments to the Series 1987 A Bonds Sinking Fund, the Series 1987 A Bonds Reserve Account, the Renewal and Replacement Fund and the Series 1987 B Bonds Sinking Fund have been made in full.

As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments into the respective Sinking Fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate Reserve Account in an amount equal to the maximum provided and required to be paid into the concomitant Sinking Fund in any year for account of the Bonds of such series, including such additional Bonds which by their terms are payable from such Sinking Fund.

The Issuer shall not be required to make any further payments into the Series 1987 A Bonds Sinking Fund, or the Series 1987 B Bonds Sinking Fund or into the Reserve Accounts therein when the aggregate amount of funds in said respective Sinking Funds and Reserve Accounts are at least equal to the aggregate principal amount of the respective Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the respective maturities thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created hereunder, and all amounts required for said Sinking Funds shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Sinking Funds shall be made on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday then such payments shall be made on the next succeeding business day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

Moneys in the Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Sinking Funds, including the Reserve Accounts therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the respective 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. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into the several funds and accounts described herein and in the 1973 Resolution on account of the 1973 Bonds and the Bonds 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, including, but not limited to, payment to the Trustee for deposit in the Notes Debt Service Fund, as defined in the Indenture.

C. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay the Depository Bank's charges and the Paying Agent fees then due.

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

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

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

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

H. All Tap Fees shall be deposited by the Issuer, as received, in the Bond Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System, provided that, in the event Notes are issued, Tap Fees may, with the written consent of the Authority be deposited otherwise.

ARTICLE VI

BOND PROCEEDS; FUNDS AND ACCOUNTS

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 Original Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1987 A Bonds there shall first be paid any and all borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, including interest accrued thereon to the date of such payment.

B. From the proceeds of the Series 1987 A Bonds, there shall next be deposited with the Commission in the Series 1987 A Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 1987 A Bonds for the period commencing on the date of issuance of the Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. Next, from the proceeds of the Series 1987 A Bonds, there shall be deposited with the Commission in the Series 1987 A Bonds Reserve Account and from the proceeds of the Series 1987 B Bonds, there shall be deposited with the Commission in the Series 1987 B Reserve Account the respective sums, if any, set forth in the Supplemental Resolution for funding of the Reserve Accounts.

D. The remaining moneys derived from the sale of the Bonds shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02.

E. 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 and Indenture (if any). Moneys in the Bond Construction Trust Fund shall be used solely to pay Costs of the Project and until so expended, are hereby pledged as additional security for the Series 1987 A Bonds, and thereafter for the Series 1987 B Bonds. In the event that Notes are issued, the disposition of funds in the Bonds Construction Trust Fund may be modified from that set forth herein, with the written consent of the Authority.

Section 6.02. Disbursements From the Bond Construction Trust Fund. Payments for Costs of the Project shall be made monthly.

Disbursements from the Bond Construction Trust Fund, except for the costs of issuance of the Original Bonds 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 and the Consulting Engineers, 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 is then due and owing.

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Bond Construction Trust Fund only the net amount remaining after deduction of any such portion. All payments made from the Bond Construction Trust Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Bond Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

Pending such application, moneys in the Bond Construction Trust Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the direction of the Issuer.

After completion of the Project, as certified by the Consulting Engineers, the Depository Bank shall transfer any moneys remaining in the Bond Construction Trust Fund to the Series 1987 A Bonds Reserve Account, and when fully funded to the Series 1987 B Bonds Reserve Account, and when both Reserve Accounts are fully funded, shall return such remaining moneys to the Issuer for deposit in the Revenue Fund. The Issuer shall thereafter, apply such moneys in full, first to the next ensuing interest payments, if any, due on

the respective Series of Bonds and thereafter to the next ensuing principal payments due thereon.

## ARTICLE VII

### ADDITIONAL COVENANTS OF THE ISSUER

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

Until the payment in full of the principal of and interest on the Notes when due, and to the extent they do not materially adversely affect Bondholders, the covenants, agreements and provisions contained in this Bond Legislation shall, where applicable, also inure to the benefit of the Holders of the Notes and the Trustee therefor and constitute valid and legally binding covenants of the Issuer, enforceable in any court of competent jurisdiction by the Trustee or any Holder or Holders of said Notes as prescribed in the Indenture; provided, that Section 7.04 and Section 7.09 shall not be applied to the Notes.

Section 7.02. Bonds and Notes not to be Indebtedness of the Issuer. Neither the Bonds nor the Notes shall be or 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 Bonds or Notes, shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay said Bonds or Notes or the interest thereon.

Section 7.03. Bonds Secured by Subordinate Pledge of Net Revenues. The payment of the debt service of the Series 1987 A Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on the Net Revenues derived from the operation of the System junior and subordinate to the lien in favor of the Holders of the 1973 Bonds and payment of the debt service of the Series 1987 B Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on said Net Revenues junior and subordinate to the lien on said Net Revenues in favor of the Holders of the 1973 Bonds and the Series 1987 A Bonds. The revenues derived from the System, in an amount sufficient to pay the principal of and

interest on the 1973 Bonds and the Bonds and to make the payments into the Sinking Funds, including the Reserve Accounts therein, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Bonds as the same 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 Order of the Public Service Commission of West Virginia entered October 30, 1987 (Case No. 86-616-S-CN).

Section 7.05. Sale of the System. 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 and Notes, if any, Outstanding, or to effectively defease this Resolution in accordance with Section 10.01 hereof and, if entered into and not previously defeased, the Indenture in accordance with Section 8.01 thereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest on the Bonds. Any balance remaining after the payment of all the 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. With respect to the Notes, such proceeds in an amount sufficient to pay the Notes in full shall be applied to the payment of the Notes, either at maturity or, if allowable under the Supplemental Resolution or Indenture, prior thereto.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the

Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$10,000 and not in excess of \$50,000, shall with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Fund and shall be applied only to the purchase of Bonds of the last maturities then Outstanding at prices not greater than the par value thereof plus 3% of such par value or otherwise. Such payment of such proceeds into the 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 \$50,000 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 over 50% in amount of the Bonds then Outstanding and the Consulting Engineers. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and in Section 7.07B, the Issuer shall not issue any obligations whatsoever with a lien on or otherwise payable from any source of payment pledged originally to the Notes issued under the Indenture or supplemental resolution prior to or on a parity with the lien on behalf of such Notes until such Notes have been defeased in accordance with the provisions of the Indenture and the Bond Legislation; and, so long as any of the Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds; provided, however, that additional Bonds on a parity with the Series 1987 B Bonds only may be issued as provided for in Section 7.07 hereof. All obligations issued by the Issuer after the issuance of the Bonds and payable

from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1987 A Bonds and the Series 1987 B Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the Reserve Accounts and the Renewal and Replacement Fund at the time of the issuance of such subordinate obligations have been made and are current.

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

Section 7.07. Parity Bonds. A. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1987 B Bonds. No Parity Bonds shall be issued which shall be payable out of the revenues of the System on a parity with the Series 1987 A Bonds, unless the Series 1987 B Bonds are no longer outstanding.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the construction or acquisition of extensions, improvements or betterments to the System or refunding one or more series of Bonds issued pursuant hereto, or both such purposes.

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

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

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

The Net Revenues actually derived from the System during the 12-consecutive-month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Consulting Engineers and the said Independent Certified Public Accountants, as stated in a certificate jointly made and signed by the Consulting Engineers and said Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the period for appeal of which has expired prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate construction or acquisition of such additions, betterments or improvements, if any, to the System that are to be financed by such Parity Bonds.

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

Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

All Parity Bonds shall mature on the day of the years of maturities, and the semiannual interest thereon shall be payable on the days of each year, specified in a Supplemental Resolution.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 1987 A Bonds and the Series 1987 B 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 1987 A Bonds or the Series 1987 B Bonds.

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

B. Notwithstanding the foregoing, or any provision of Section 7.06 to the contrary, additional Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.07, if there is first obtained by the Issuer the written consent of the Authority to the issuance of bonds on a parity with the Bonds.

Section 7.08. Books and Records. 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 or of a Note or Notes issued pursuant to this Bond Legislation or the Trustee 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 Consulting Engineers, the Trustee and the Authority, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of Bonds or Notes, as the case may be, 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 Indenture with respect to said Bonds or Notes, as the case may be, and the status of all said funds and accounts.

(C) The amount of any 1973 Bonds, Bonds, Notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds or Notes, as the case may be, and shall file said report with the Trustee and the Authority, or any other original purchaser of the Bonds.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In

order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues prior to or on a parity with the Bonds; provided that, in the event that an amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Reserve Accounts and reserve accounts for obligations prior to or on a parity with the Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues prior to or on a parity with the Bonds.

Section 7.10. Operating Budget and Audit. 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 expenditures for operation and maintenance of the System during the succeeding Fiscal Year. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Trustee and the Authority and to any Holder of any Bonds or Notes, as the case may be, 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 the Trustee and to any Holder of any Bonds or Notes, as the case may be, or anyone acting for and in behalf of such Holder of any Bonds or Notes, as the case may be.

In addition, the Issuer shall annually cause the records of the System to be audited by an independent certified public accountant, the report of which audit shall be submitted to the Authority and which audit report shall include a statement that the Issuer is in compliance with the terms and provisions of this Bond Legislation and the Loan Agreement.

Section 7.11. 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 7.12. 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 of the Issuer, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.13. 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 7.14. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as any of the Bonds or the Notes remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project in the full insurable value thereof, 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 \$100,000 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, to the extent available at reasonable cost to the Issuer.

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

B. 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. In the event the Issuer requires the Loan Agreement, 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 7.15. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30 day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.16. Completion of Project. The Issuer will complete the Project and operate and maintain the System in good condition.

Section 7.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the 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 Bonds and shall be for the equal benefit of all Holders of each respective series of Bonds, provided however, that the statutory mortgage lien in favor of the Holders of the Series 1987 A Bonds shall be junior to the statutory mortgage lien in favor of the Holders of the 1973 Bonds and senior to the statutory mortgage lien in favor of the Holders of the Series 1987 B Bonds.

## ARTICLE VIII

### INVESTMENT OF FUNDS; NON ARBITRAGE

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

Except as provided in the Indenture, if any, 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 Trustee, if any, 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 Trustee, if any, the Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

Section 8.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary, in view of the Issuer's reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Bonds) so that the interest on the Bonds will be and

remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Rebate of Excess Investment Earnings to the United States. A. CREATION OF FUNDS. There are hereby created, to be held by the Depository Bank as separate funds distinct from all other funds and accounts held by the Depository Bank under this Bond Legislation, the Earnings Fund and the Rebate Fund. All interest earnings and profits on amounts in all funds and accounts established under this Bond Legislation, other than (i) interest earnings and profits on any funds referenced in Subsection C(5) of this Section if such earnings in any Bond Year are less than \$100,000, (ii) interest earnings and profits on amounts in funds and accounts which do not constitute Gross Proceeds, and (iii) interest earnings and profits on the Rebate Fund shall, upon receipt by the Depository Bank, be deposited in the Earnings Fund. In addition, all interest earnings and profits on Gross Proceeds in funds held by the Issuer shall, upon receipt, be paid to the Depository Bank for deposit in the Earnings Fund. Annually, on the last day of each Bond Year or on the preceding business day in the event that such last day is not a business day, the Depository Bank shall transfer from the Earnings Fund to the Rebate Fund for purposes of ultimate payment to the United States an amount equal to Excess Investment Earnings, all as more particularly described in this Section. Following the transfer referenced in the preceding sentence, the Depository Bank shall transfer all amounts remaining in the Earnings Fund to be used for the payment of Debt Service on the next interest payment date and for such purpose, Debt Service due from the Issuer on such date shall be credited by an amount equal to the amount so transferred.

B. DUTIES OF ISSUER IN GENERAL. The Issuer shall calculate Excess Investment Earnings in accordance with Subsection C and shall assure payment of an amount equal to Excess Investment Earnings to the United States in accordance with Subsections D and E.

C. CALCULATION OF EXCESS INVESTMENT EARNINGS. Within 30 days following the last day of the first Bond Year, the Issuer shall calculate, and shall provide written notice to the Original Purchaser and Depository Bank of, the Excess Investment Earnings referenced in clause (A) of the definition of Excess Investment Earnings. Thereafter, within 30 days following the last day of each Bond Year and within 30 days following the date of the retirement of the Bond, the Issuer shall calculate, and shall provide written notice to the Purchaser and Depository Bank of, the amount of Excess Investment Earnings. Said calculations shall be made or caused to be made by the Issuer in accordance with the following:

(1) Except as provided in (2), in determining the amount described in clause A(1) of the definition of Excess Investment Earnings, the aggregate amount earned on Nonpurpose Investments shall include (i) all income realized under federal income tax accounting principles (whether or not the person earning such income is subject to federal income tax) with respect to such Nonpurpose Investments and with respect to the reinvestment of investment receipts from such Nonpurpose Investments (without regard to the transaction costs incurred in acquiring, carrying, selling or redeeming such Nonpurpose Investments), including, but not limited to, gain or loss realized on the disposition of such Nonpurpose Investments (without regard to when such gains are taken into account under Section 453 of the Code relating to taxable year of inclusion of gross income), and income under Section 1272 of the Code (relating to original issue discount) and (ii) any unrealized gain or loss as of the date of retirement of the Bonds in the event that any Nonpurpose Investment is retained after such date.

(2) In determining the amount described in clause (A) of the definition of Excess Investment Earnings, Investment Property shall be treated as acquired for its fair market value at the time it becomes a Nonpurpose Investment, so that gain or loss on the disposition of such Investment Property shall be computed with reference to such fair market value as its adjusted basis.

(3) In determining the amount described in clause (A)(ii) of the definition of Excess Investment Earnings, the Yield on the Bonds shall be determined based on the actual Yield of the Bonds during the period between the Closing Date of the Bonds and the date the computation is made (with adjustments for original issue discount or premium).

(4) In determining the amount described in clause (B) of the definition of Excess Investment Earnings, all income attributable to the excess described in clause (A) of said definition must be taken into account, whether or not that income exceeds the Yield of the Bond, and no amount may be treated as "negative arbitrage."

(5) In determining the amount of Excess Investment Earnings, there shall be excluded any amount earned on any fund or account which is used primarily to achieve a

proper matching of revenues and Debt Service within each Bond Year and which is depleted at least once a year except for a reasonable carryover amount not in excess of the greater of 1 year's earnings on such fund or account or 1/12th of annual Debt Service as well as amounts earned on said earnings if the gross earnings on such fund or account for the Bond Year is less than \$100,000.

D. PAYMENT TO THE UNITED STATES. The Issuer shall direct the Depository Bank to pay from the Rebate Fund an amount equal to Excess Investment Earnings to the United States in installments with the first payment to be made not later than 30 days after the end of the 5th Bond Year and with subsequent payments to be made not later than 5 years after the preceding payment was due. The Issuer shall assure that each such installment is in an amount equal to at least 90% of the Excess Investment Earnings with respect to the Gross Proceeds as of the close of the computation period. Not later than 60 days after the retirement of the Bonds, the Issuer shall direct the Depository Bank to pay from the Rebate Fund to the United States 100% of the theretofore unpaid Excess Investment Earnings in the Rebate Fund. In the event that there are any amounts remaining in the Rebate Fund following the payment required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required by this Subsection D, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefor.

E. FURTHER OBLIGATIONS OF ISSUER. The Issuer shall assure that Excess Investment Earnings are not paid or disbursed except as required in this Section. To that end the Issuer shall assure that investment transactions are on an arm's length basis and that Nonpurpose Investments are acquired at their fair market value. In the event that Nonpurpose Investments consist of certificates of deposit or investment contracts, investment in such Nonpurpose Investments shall be made in accordance with the procedures described in applicable Regulations as from time to time in effect. The Depository Bank shall keep the moneys in the Earnings Fund and Rebate Fund invested and reinvested to the fullest extent practicable in Government Obligations with maturities consonant with the required use thereof and investment profits and earnings shall be credited to the account of such fund on which earned.

F. MAINTENANCE OF RECORDS. The Issuer shall keep, and retain for a period of 6 years following the retirement of the Bonds, records of the determinations made pursuant to this Section 8.03.

G. INDEPENDENT CONSULTANTS. In order to provide for the administration of this Section 8.03, the Issuer and the Depository Bank (at the expense of the Issuer) may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer or the Depository Bank may deem appropriate.

H. FURTHER AGREEMENT. Notwithstanding the foregoing, the Issuer further covenants to comply with all Regulations from time to time in effect and applicable to the Bonds, as may be necessary in order to fully comply with Section 148(f) of the Code.

## ARTICLE IX

### DEFAULT AND REMEDIES

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

(1) If default occurs in the due and punctual payment of the principal of or interest on any Notes; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Notes set forth in this Bond Legislation, any supplemental resolution, the Indenture or in the Notes, 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 Trustee, any other bank or banking association holding any fund or account hereunder or a Holder of a Note; 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.

B. Each of the following events shall constitute an "Event of Default" with respect to the Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any 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 Bonds set forth in this Bond Legislation, any supplemental resolution or in the 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.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Note

or Bond, as the case may be, 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 Notes or Bonds, as the case may be, (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 Notes or Bonds, as the case may be, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Notes or Bonds, or the rights of such Registered Owners, provided however, that no remedy herein stated may be exercised by a Noteholder in a manner which adversely affects any remedy available to the Bondholders, and provided further, that all rights and remedies of the Holders of the Series 1987 B Bonds shall be subject to those of the Holders of the Series 1987 A Bonds and all rights and remedies of the Holders of the Bonds shall be subject to those of the Holders of the 1973 Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, 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 on behalf of the Issuer with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

Such receiver, in the performance of the powers 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 possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Series 1987 A Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1987 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 with respect to the Series 1987 A Bonds only, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1987 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1987 A 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 Agents 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 1987 A 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 1987 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the 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 1987 A 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 1987 A 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.

Section 10.02. Defeasance of Series 1987 B Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1987 B Bonds, the principal due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1987 B Bonds only, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1987 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1987 B 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 Agents 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 1987 B 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 1987 B 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 1987 B 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 1987 B 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.

Section 10.03. Defeasance of Notes. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Notes, the principal of and interest due or to become due thereon, at the times and in the manner set forth in the Indenture, then with respect to the Notes only, this Bond Legislation, the Indenture, if any, and the pledges of Grant Receipts and other moneys and securities pledged thereby, and all covenants, agreements and other obligations of the Issuer to the Holders of the Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. No material modification or amendment of this Bond Legislation, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the respective rights of Registered Owners of the Notes or Bonds shall be made without the consent in writing of the Registered Owners of 66-2/3% or more in principal amount of the Notes or Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or any Note or Notes or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds or Notes respectively, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder or Noteholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds and the Notes.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Bonds and Notes, 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, the Indenture, if any, the Bonds or the Notes, if any.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions and or parts thereof in conflict with the

provisions of this Resolution are, to the extent of such conflict, hereby repealed provided that, in the event of any conflict between this Resolution and the 1973 Resolution, the 1973 shall control, so long as the 1973 Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the enactment 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 the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Public Notice of Proposed Financing. Prior to making formal application to the Public Service Commission of West Virginia for a certificate of convenience and necessity and adoption of this Resolution, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation in each municipality in Red Sulphur Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

- (a) The respective maximum amounts of the Bonds and Notes to be issued;
- (b) The respective maximum interest rates and terms of the Bonds and the Notes originally authorized hereby;
- (c) The public service properties to be acquired or constructed and the cost of the same;
- (d) The maximum anticipated rates which will be charged by the Issuer; and
- (e) The date that the formal application for a certificate of convenience and necessity is to be filed with the Public Service Commission of West Virginia.

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

Adopted this 12th day of November, 1987.

Basil S. Snow  
Chairman, Public Service Board

Dennis Libell  
Member, Public Service Board

Edward L. Ferguson  
Member, Public Service Board

CERTIFICATION

Certified a true copy of a Resolution adopted by the  
Public Service Board of Red Sulphur on the 12th day of November, 1987.

Dated: 11-16, 1987

[SEAL]

*Dennis Sibell*  
Secretary, Public Service Board

11/15/87  
RSPSD2/3-A/A

"EXHIBIT A"

[Included as Document Nos. 3 and 4 of Bond Transcript]



# CLOSING MEMORANDUM

**To:** Financing Team

**From:** John C. Stump, Esquire

**Date:** November 6, 2006

**Re:** Red Sulphur Public Service District Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 A (United States Department of Agriculture), and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 B (West Virginia Infrastructure Fund)

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## 1. DISBURSEMENTS TO RED SULPHUR PUBLIC SERVICE DISTRICT

- A. Payor: United States of America, Department of Agriculture  
Source: Series 2006 A Bond Proceeds  
Amount: \$20,000  
Form: ACH Transfer  
Payee: Red Sulphur Public Service District  
Bank: First Community Bank  
Routing #: 051501299  
Account #: 9797221  
Contact: Nancy Utterback (304) 753-4311  
Account: Series 2006 Bonds Construction Trust Fund
- B. Payor: West Virginia Infrastructure Fund  
Source: Series 2006 B Bond Proceeds  
Amount: \$8,500  
Form: Wire Transfer  
Payee: Red Sulphur Public Service District  
Bank: First Community Bank  
Routing #: 051501299  
Account #: 9797221  
Contact: Nancy Utterback (304) 753-4311  
Account: Series 2006 Bonds Construction Trust Fund