RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE); AND WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND)

DATE OF CLOSING: FEBRUARY 2, 2009

BONDS TRANSCRIPT

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RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

BOND TRANSCRIPT

Closing Date: February 2, 2009

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RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE); and WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

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RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,114,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN $1,586,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO THE SERIES 2009 B 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 RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for thisResolution. 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. Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") is a public service district, a public corporation and political subdivision of the State of West Virginia in Wyoming County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience, and welfare of the inhabitants of the Issuer that there be acquired and constructed certain improvements and extensions to the existing public waterworks system of the Issuer, consisting of the construction of water system facilities to provide water service in Wyoming County to 190 new customers in the Matheny area and to 155 new customers in the Jesse and Trough Fork areas who are presently not provided water service by any utility, together with all appurtenant facilities (collectively, the "Project"), 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 Operating Expenses of the System, the principal of and interest on the Bonds (as hereinafter defined) and payments into all funds and accounts and other payments provided for herein.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds in the total aggregate principal amount of not more than $2,700,000 in two series, being the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), in the aggregate principal amount of not more than $1,114,000 (the "Series 2009 A Bonds"), and the Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $1,586,000 (the "Series 2009 B Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project (collectively, the "Series 2009 Bonds"). 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 2009 Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in 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 2009 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2009 A Bonds be sold to the Purchaser (as hereinafter defined) pursuant to the terms and provisions of the Letter of Conditions (as hereinafter defined) and its Series 2009 B Bonds be sold to the Authority (as

hereinafter defined) pursuant to the terms and provisions of a loan agreement (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, approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 Bonds as to liens, pledge and source of and security for payment: (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bond, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bond, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bond"); all held by the Purchaser (collectively, the "Prior Bonds"). Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2009 Bonds as to liens, pledge and/or source of and security for payment.

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

H. 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 2009 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 and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2009 Bonds or such final order will not be subject to appeal or rehearing.

I. 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 2009 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 2009 B Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

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

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all 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 2009 A Bonds, the Series 2009 B Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2009 Bonds for all or a portion of the proceeds of the Series 2009 A Bonds from the

Purchaser and for all or a portion of the proceeds of the Series 2009 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 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; 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 1.02H hereof to be a part of the cost of acquisition and construction of the Project.

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

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

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

"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" means the Public Service Board of the Issuer, as it may now or hereafter be constituted.

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

"Grant" means, 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.

"Issuer" means the Ravencliff-McGraws-Saulsville Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, in Wyoming 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 August 19, 2002, and all additional amendments thereto, if any, providing for the purchase of the Series 2009 A from the Issuer by the Purchaser.

"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 2009 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2009 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 2009 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expresses" does not include payments

on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior 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 2009 B Bonds by the Issuer in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 1988 Bonds, the Series 1992 Bonds, the Series 1997 Bonds, and the Series 1994 Bonds.

"Prior Resolutions" means, collectively, the resolutions of the Issuer authorizing the Prior Bonds.

"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 2009 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 must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

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

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is exempt from federal income taxation,

and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Account" means, collectively, the respective reserve accounts established at the Depository Bank for the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts.

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

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

"Series 1994 Bonds" means the Issuer's Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000.

"Series 1992 Bonds" means the Issuer's Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000.

"Series 1988 Bonds" means the Issuer's Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000.

"Series 1997 Bonds" means the Issuer's Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000.

"Series 2009 Bonds" means, collectively, the Series 2009 A Bonds and the Series 2009 B Bonds.

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

"Series 2009 A Bonds" means the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), of the Issuer, authorized by this Resolution.

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

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

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

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

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2009 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2009 Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, including, without limitation, the Sinking Funds, the Reserve Accounts and the Renewal and Replacement Fund.

"System" means the complete existing waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks 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" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not to exceed $6,300,000, 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 cost of the Project is estimated not to exceed $6,300,000, of which $1,114,000 will be obtained from proceeds of the Series 2009 A Bonds, and $1,586,000 will be obtained from proceeds of the Series 2009 B Bonds, $500,000 will be obtained from proceeds of a grant from the Council, $2,100,000 will be obtained from proceeds of a grant from the Purchaser and $1,000,000 will be obtained from proceeds of a grant from the Appalachian Regional Commission.

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 2009 Bonds, if any, funding reserve accounts for the Series 2009 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 2009 A Bonds and the Series 2009 B Bonds of the Issuer. The Series 2009 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2009 A (United States Department of Agriculture)," in the principal amount of not more than $1,114,000, and the Series 2009 B Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)," in the principal amount of not more than $1,586,000, and each shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2009 Bonds, if any, shall be deposited in or credited to the Series 2009 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 2009 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 2009 A Bond.

B. The Series 2009 B Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in the Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 B Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2009 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 2009 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 2009 A Bonds. The Series 2009 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 2009 B Bonds, all as provided in the Supplemental

Resolution. The Series 2009 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that 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 2009 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 Bonds shall cease to be such officer of the Issuer before the Series 2009 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any 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 2009 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 2009 A, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2009 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 2009 Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2009 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 2009 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 2009 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 2009 B Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2009 B Bond shall be valid or obligatory for any purpose or entitled to any security or

benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the 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 2009 B Bonds shall be conclusive evidence that such Series 2009 B Bonds has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2009 B Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2009 B Bonds issued hereunder. The provisions of this Section 3.04 relating to authentication shall not apply to the Series 2009 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 2009 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2009 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

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

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

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

Section 3.09. Delivery of Bonds. A. With respect to the Series 2009 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 2009 B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 B Bonds to the original purchasers upon receipt of the documents set forth below:

(1) If other than the Authority, a list of the names in which the Series 2009 B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

(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 2009 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 2009 B Bonds.

Section 3.10. Form of Bonds. The text of the Series 2009 A Bonds and the Series 2009 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 2009 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2009 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. AR-1 Date: _____, 2009

FOR VALUE RECEIVED, RAVENCLIFF-MCGRAWS-SAULSVILLE 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 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 _____, 2009, and a Supplemental Resolution of the Borrower duly adopted on _____, 2009, 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, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S (1) WATER REVENUE BONDS, SERIES 1994, DATED NOVEMBER 1, 1994, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $290,000 (THE "SERIES 1994 BONDS"); (2) WATER REVENUE BONDS, SERIES 1992, DATED NOVEMBER 5, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $61,000 (THE "SERIES 1992 BONDS"); (3) WATER REVENUE BONDS, SERIES 1988, DATED SEPTEMBER 1, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $356,000 (THE "SERIES 1988 BONDS"); AND (4) WATER REVENUE BONDS, SERIES 1997, DATED AUGUST 20, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,021,000; ALL HELD BY THE PURCHASER (COLLECTIVELY, THE "PRIOR BONDS"); AND (5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED _____, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____.

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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, RAVENCLIFF-MCGRAWS-SAULSVILLE 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.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

Chairman:

P.O. Box 217
(P.O. Box No. or Street Address)

McGraws , West Virginia 25875
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)

Secretary:

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to 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 Borrower with full power of substitution in the premises.

Dated: _____, 20___.

_____

In presence of:

_____

(FORM OF SERIES 2009 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the _____ day of _____, 2009, RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia in Wyoming County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

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

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further 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 _____, 2009, and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S (1) WATER REVENUE BONDS, SERIES 1994, DATED NOVEMBER 1, 1994, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $290,000 (THE "SERIES 1994 BONDS"); (2) WATER REVENUE BONDS, SERIES 1992, DATED NOVEMBER 5, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $61,000 (THE "SERIES 1992 BONDS"); (3) WATER REVENUE BONDS, SERIES 1988, DATED SEPTEMBER 1, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $356,000 (THE "SERIES 1988 BONDS"); AND (4) WATER REVENUE BONDS, SERIES 1997, DATED AUGUST 20, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,021,000 (THE "SERIES 1997 BONDS"); ALL HELD BY THE PURCHASER (COLLECTIVELY, THE "PRIOR BONDS"); AND (5) WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED _____, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2009 A Bonds and the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and 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 2009 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2009 A Bonds, and the Prior Bonds; provided however, that so long as there exists in the Series 2009 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2009 A Bonds, and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage

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

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, RAVENCLIFF-MCGRAWS-SAULSVILLE 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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: _____, 2009

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. A. The Series 2009 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 2009 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous 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) Reserve Fund (established by the Prior Resolutions);

(3) Renewal and Replacement Fund (established by the Prior Resolutions as the Depreciation Reserve and hereby renamed and continued);

(4) Earnings Fund (established by Prior Resolution with respect to the Series 1988 Bonds);

(5) Rebate Fund (established by Prior Resolution with respect to the Series 1988 Bonds);

(6) Reserve Account (established by Prior Resolution); and

(7) Series 2009 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 2009 A Bonds Reserve Account;

(2) Series 2009 B Bonds Sinking Fund; and

(3) Series 2009 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner 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.

Section 1.

(2) The Issuer shall next, each month, on or before the due date thereof, transfer from the Revenue Fund and remit to the National Finance Office (i) the amount required by the Prior Resolutions to pay the interest on the Prior Bonds; and (ii) the amounts required to pay interest on the Series 2009 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 amount required by the Prior Resolutions to pay the principal of the Prior Bonds; and (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 2009 A Bonds, the amount required to amortize the principal of the Series 2009 A Bonds over the life of the bond issue; and (iii) 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 2009 B Bonds, for deposit in the Series 2009 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly 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 Depository Bank for deposit in the Reserve Fund, the amounts required by the Prior Resolutions to be deposited in the Reserve Account for the Prior 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 2009 A Bonds, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount each month, until the amount in the Series 2009 A Bonds Reserve Account equals the Series 2009 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement; and (iii) remit to the Commission, commencing 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 2009 B Bonds, for deposit in the Series 2009 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 B Bonds Reserve Requirement, until the amount in the Series 2009 B Bonds Reserve Account equals the Series 2009 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 B Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, 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 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 2009 B Bonds Sinking Fund shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 B Bonds as the same shall become due. Monies in the Series 2009 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 B Bonds as the same shall come due, when other monies in the Series 2009 B Bonds Sinking Fund are insufficient therefor, and for no other purpose. Whenever the monies in the Series 2009 B Bonds Reserve Account shall be sufficient to prepay the Series 2009 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 2009 B Bonds and accrued interest, if any, thereon to such prepayment date.

All investment earnings on monies in the Series 2009 A Bonds Reserve Account (if fully funded), the Series 2009 B Bonds Sinking Fund and the Series 2009 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 2009 Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2009 A Bonds and the Series 2009 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2009 A Bonds Reserve Account or the Series 2009 B Bonds Reserve Account which result in a reduction in the balance of such accounts to below the Series 2009 A Bonds Reserve Requirement or the Series 2009 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 2009 A Bonds Reserve Account or the Series 2009 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the 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 2009 A Bonds, the Series 2009 B Bonds and the Prior 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 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account created hereunder, and all amounts required for 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 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

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

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) 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 2009 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 2009 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

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

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

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 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 2009 A Bonds.

D. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 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 2009 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 2009 A Bonds shall be expended as directed by the Purchaser and any remaining proceeds of the Series 2009 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 2009 A Bonds in the Series 2009 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 2009 B Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of proceeds of the Series 2009 B Bonds from the Series 2009 Bonds Construction Trust Fund shall be made only after submission to the Council of a certificate, signed by an Authorized Officer 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 2009 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 2009 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 2009 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2009 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2009 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 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, if any, to pay the Series 2009 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 2009 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the holders of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2009 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 and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall provide a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Commission Order of the Public Service Commission of West Virginia entered on July 7, 2008, which became Final Order on July 27, 2008, in Case No. 08-0023-PWD-CN, 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 2009 Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of

rates and charges initially established for the System in connection with the Series 2009 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the 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 2009 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 2009 A Bonds, immediately be remitted to the National Finance Office, and with respect to the Series 2009 B Bonds, immediately be remitted to the Commission for deposit in the Series 2009 B Bonds Sinking Fund, and, 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 2009 Bonds. Any balance remaining after the payment of all the Series 2009 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 2009 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 2009 Bonds.

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

So long as the Series 2009 A Bonds and the Prior 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 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 Prior Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 2009 A Bonds and the Prior Bonds are no longer outstanding, the following parity requirement shall be met:

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

(1) The Bonds then Outstanding;

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

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

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

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

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

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

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the 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, notes or other obligations payable from the revenues of the System outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereto and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 Bonds and shall submit said report to the Purchaser, the Authority and the Council, or any other original purchaser of the Series 2009 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 2009 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 Bonds, including the Prior Bonds; provided that, in the event that an amount equal to or in excess of the reserve requirement is on deposit respectively in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2009 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 Bonds, including the Prior 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. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling, or building intended to be served by the System to connect thereto.

Section 7.17. Completion of Project; Permits and Orders. The Issuer 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 and the Issuer shall provide an opinion of counsel to such effect,

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. Reserved

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 2009 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2009 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

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

B. The Issuer shall submit all proposed change orders to the 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 2009 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 2009 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 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 2009 B Bonds as a condition to issuance of the Series 2009 B Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2009 B Bonds as may be necessary in order to maintain the status of the Series 2009 B Bonds as 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 2009 B Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2009 B Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested

by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

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

ARTICLE IX

DEFAULT AND REMEDIES

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

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2009 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2009 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, 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 Prior 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 2009 Bonds or the Prior Bonds, it shall constitute an "Event of Default" with respect to the other series of the Series 2009 Bonds.

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

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

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might 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 2009 Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2009 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied; except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2009 Bonds from gross income for federal income tax purposes.

Except through such direct payment to the Holder of the Series 2009 A Bonds, the Issuer may not defease the Series 2009 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 2009 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 Bonds, no material modification or amendment of this Resolution, or of any resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2009 Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2009 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of 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 2009 Bonds from gross income of the holders thereof.

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

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

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

Section 11.05. Conflicting Provisions Repealed; 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.

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Adopted this 29th day of January, 2009.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

By: Bryce Phillips
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT on January 29, 2009.

Dated: February 2, 2009.

[SEAL]

Secretary

01.26.09
738680.00001

CH4909767.1

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A,
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2009 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 WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2009 A BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2009 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 Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") has duly and officially adopted a bond resolution on January 29, 2009 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,114,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN $1,586,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING

FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), and Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2009 A Bonds" and the "Series 2009 B Bonds"), in the respective aggregate principal amounts not to exceed $1,114,000 and $1,586,000, and has authorized the execution and delivery of the loan agreement relating to the Series 2009 B Bonds, including all schedules and exhibits attached thereto, 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 2009 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 2009 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 for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT:

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

A. Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of $1,114,000. The Series 2009 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.75% per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2009 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of $5,292 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 2009 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 2009 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 2009 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

B. Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $1,586,000. The Series 2009 B Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2048, and shall bear no interest. The principal of the Series 2009 B Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including December 1, 2048, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2009 B Bonds. The Series 2009 B Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2009 B Bonds.

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

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the 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 2009 A Bonds and the Series 2009 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 2009 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 2009 B Bonds under the Bond Resolution.

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

Section 7. Series 2009 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2009 A Bonds Reserve Account.

Section 8. The balance of the proceeds of the Series 2009 A Bonds shall be deposited in or credited to the Series 2009 Bonds Construction Trust Fund as received from the Purchaser from time to time for payment of costs of the Project, including, without limitation, costs of issuance of the Series 2009 A Bonds.

Section 9. Series 2009 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2009 B Bonds Sinking Fund, as capitalized interest.

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

Section 11. The balance of the proceeds of the Series 2009 B Bonds shall be deposited in or credited to the Series 2009 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 12. 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 2009 A Bonds may be delivered on or about February 2, 2009, to the Purchaser pursuant to the Letter of Conditions, and the Series 2009 B Bonds may be delivered on or about February 2, 2009, to the Authority pursuant to the Loan Agreement.

Section 13. 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 14. 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 2009 A Bonds Reserve Account, the Series 2009 B Bonds Sinking Fund and the Series 2009 B Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 15. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 29th day of January, 2009.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

By: Bryce P Phillips
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT on this 29th day of January, 2009.

Dated: February 2, 2009.

Secretary

[SEAL]

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RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bond, Series 1988

BOND RESOLUTION

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RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $356,000 WATER REVENUE BOND, SERIES 1988, OF THE RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT TO FINANCE ACQUISITION AND CONSTRUCTION OF A NEW WATER SYSTEM; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF THE RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for This Resolution. This Resolution is adopted pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code (the "Act") and other applicable provisions of law. The Ravencliffe-McGraws-Saulsville Public Service District (the "Issuer") is a public service district created pursuant to the Act by The County Commission of Wyoming County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer does not now have a public water system.

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 a new water system of the Issuer consisting of a 150 GPM treatment plant, a water storage tank, water mains, lines, meters and hydrants, together with 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. It is necessary for the Issuer to issue its revenue bond in the principal amount of $356,000 to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided.

D. The estimated maximum cost of the acquisition and construction of the Project is $2,170,000 of which $356,000 will be obtained from the proceeds of sale of the Bond herein authorized, $514,000 from a grant by the Purchaser, $550,000 from a grant by the United States Economic Development Agency and $750,000 from a Small Cities Block Grant of the Department of Housing and Urban Development.

E. 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 6 months after completion of such construction to the extent that revenues of the System (hereinafter defined) are not sufficient therefor; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; and such other expenses as may be necessary or incidental to the construction of the Project and the financing authorized hereby.

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

G. There are not outstanding any obligations of the Issuer which will rank prior to or on a parity with the Bond as to lien, pledge or source of and security for payment.

H. The Issuer has complied with all requirements of law relating to the authorization of the acquisition, construction and operation of the Project, including without limitation the imposition of rates and charges and issuance of the Bond, or will have so complied prior to issuance of the Bond including among other things, 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. Resolution to Constitute Contract. In consideration of the acceptance of the Bond by the Purchaser, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Purchaser, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Purchaser as holder of the Bond.

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

"Act" means Article 13A, Chapter 16 of the West Virginia Code.

"Bond" or "Bonds" means the Water Revenue Bond, Series 1988, authorized hereby.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"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.

"Closing Date" means the date upon which there is an exchange of the Bond for the proceeds representing the purchase of the Bond by the Purchaser, as the first purchaser of the Bond from the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consulting Engineer" means Pentree, Incorporated, 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.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bond 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.

"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 Bond 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.

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

"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.

"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 Bond, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bond;

(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 Bond;

(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 deemed to become proceeds of the Bond ratably as original proceeds of the Bond, and interest earnings and profits resulting from investment of such original proceeds in Nonpurpose Investments, discharge the outstanding principal of 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 Bond, which are held in any fund to the extent that the Issuer reasonably expects to use such fund to pay Debt Service on the Bond;

(v) Amounts in the Reserve Fund 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 Bond by the Issuer;

(vii) Amounts, other than as specified in this definition, used to pay Debt Service on the Bond; and

(viii) Amounts received as a result of investing amounts described in this definition.

"Herein" or "herein" means in this Bond Legislation.

"Holder of the Bond," "Bondholder" or any similar term means any person who shall be the registered owner of the Bond.

"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 other than specified private activity bonds as defined in Section 57(a)(5)(c) of the Code.

"Issuer" means the Ravencliff-McGraws-Saulsville Public Service District of Wyoming County, West Virginia, and includes the Governing Body.

"Net Proceeds," when used with reference to the Bond, means the face amount of the Bond, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Reserve Fund. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds includes amounts resulting from the investment of proceeds of the Bond, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the Gross Proceeds of the Bond and is not acquired in order to carry out the governmental purpose of the Bond.

"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 Bond and into the Reserve Fund and the Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchase Price," for the purpose of computation of the Yield of the Bond, 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 Bond 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 Bond of each maturity is sold or, if the Bond is privately placed, the price paid by the first buyer of the Bond 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 Bond for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bond.

"Purchaser" means United States Department of Agriculture, Farmers Home Administration, and any successor thereof.

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

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so

that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor, must have (or its agent must have) possession of such collateral, and such collateral must be free of all claims by third parties;

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

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

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"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 Project initially, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system, and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system after completion of the Project.

"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 Bond produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bond, all computed as prescribed in applicable Regulations.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 2.01. Authorization of Bond. Subject and pursuant to the provisions of this Resolution, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1988," is hereby authorized to be issued in the aggregate principal amount of not exceeding $356,000 for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

Section 2.02. Description of Bond. The Bond shall be issued in single form, No. R-1, only as a fully registered Bond, and shall be dated the date of delivery. The Bond shall bear interest on advances of principal thereof from the date of such advances, 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 2.03. 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 the 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 2.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar. No interest in the Bond shall be transferable except by means of transfer of registration of a Bond representing such interest and delivery of a new Bond or Bonds in exchange therefor in accordance with this Bond Legislation.

Whenever the Bond shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Registrar with respect to such transfer.

No registration of transfer of the Bond shall be permitted to be made after the 15th day next preceding any installment payment date on the Bond.

Section 2.04. Registrar. The Registrar will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Bond, and, upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register the Bond initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Bond as hereinbefore provided.

The Registrar shall accept the Bond for registration or transfer only if ownership thereof is to be registered in the name of the Government, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust, and/or such other identifying number and information as may be required by law.

Section 2.05. 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.

Section 2.06. 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 2.07. Bond Secured by Pledge of Net Revenues. The payment of the debt service of the Bond shall be secured forthwith by a first lien on the Net Revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. The Net Revenues derived from the System

in an amount sufficient to pay the principal of and interest on the 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.

Section 2.08. Form of Bond. Subject to the provisions hereof, the text of the Bond and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(Form of Bond)

WATER REVENUE BOND, SERIES 1988

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

$356,000

No. R-1 Date: _____

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri, 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of THREE HUNDRED FIFTY-SIX THOUSAND DOLLARS ($356,000) plus interest on the unpaid principal balance at the rate of 5% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $1,748, 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 construction and acquisition of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond

does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 13A of Chapter 16 of the West Virginia Code, and a Resolution of the Borrower authorizing issuance of this Bond (the "Resolution").

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

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

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

Chairman, Public Service Board
(Title of Executive Official)

P. O. Box 45
(P. O. Box No. or Street Address)

Ravencliff, West Virginia 25913
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)

Secretary, Public Service Board
(Title of Attesting Official)

(Form of)

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(6)	$	
(2)	$		(7)	$	
(3)	$		(8)	$	
(4)	$		(9)	$	
(5)	$		(10)	$	

TOTAL $

(Form of)

ASSIGNMENT

Pay to the Order of _____

_____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

_____
(Title)

ARTICLE III

BOND PROCEEDS; REVENUES AND APPLICATION THEREOF; FUNDS AND ACCOUNTS; REBATE

Section 3.01. Bond Proceeds; Project Construction Account. The proceeds of sale of the Bond shall be deposited on receipt by the Issuer in the The Peoples Bank of Mullens, Mullens, West Virginia, a member of Federal Deposit Insurance Corporation (the "FDIC"), in a special account hereby created and designated as "Ravencliff-McGraws-Saulsville Public Service District Construction Account" (herein called the "Project Construction Account"). The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by such bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Amounts in the Project Construction Account shall be disbursed for costs of the Project upon filing in the official records pertaining to such account of a certificate of the Issuer describing such disbursement, setting forth the portion, if any, of the Net Proceeds of the Bond to be used for a Private Business Use or to make or finance a loan (other than a loan constituting a Nonpurpose Investment) to other than a state or local governmental unit and certifying that there has been compliance with the provisions of Section 4.16 hereof relating to the Private Business Use limitation and the private loan limitation. Investment earnings and profits on Nonpurpose Investments of Gross Proceeds of the Bond or the Project Construction Account shall be transferred to the Earnings Fund (hereinafter defined) upon receipt thereof as provided in Section 3.03 hereof. Amounts, if any, remaining in the Project Construction Account shall, upon receipt from the Issuer of a certificate certifying that no further amounts are required to be disbursed for costs and expenses of the Project, be invested at a Yield not in excess of the Yield of the Bond and shall be transferred and used for redemption of the Bond (or a portion thereof) on the interest payment date next succeeding the date and the Project Construction Account shall be closed.

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 3.01, moneys and funds in the Project Construction Account shall be invested and reinvested to the extent possible in accordance with applicable law in Qualified Investments at the direction of the Issuer, subject, however, to the provisions of Section 3.03 and Section 4.15 hereof.

Section 3.02. Covenants of the Issuer as to Revenues and Funds. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund hereinafter established, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bond remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the holder of the Bond as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all tap fees received, shall be deposited as collected by the Issuer in a special fund in a bank or trust company in the State of West Virginia which is a member of FDIC, which Fund, known as the "Revenue Fund," is hereby established initially with the Bank named in Section 3.01. The Revenue Fund shall constitute a trust fund for the purposes provided herein and shall be kept separate and distinct from all other funds of the Issuer and used only for the purposes and in the manner provided herein.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of Section 3.03 of this Bond Legislation:

(1) The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(2) The Issuer shall next, on or before the due date of payment 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 designated in accordance with the Bond), the amount required to pay the interest on the Bond, and to amortize the principal of the Bond over the life of the Bond issue.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and deposit with the said Bank in the Reserve Fund hereby initially established with said Bank (the "Reserve Fund"), 1/12th of 1/10th of the amount of principal and interest becoming due on the Bond in any year until the amount in the Reserve Fund equals $20,976,

but in no event to exceed 10% of the proceeds of the Bond, such sum being herein called the "Minimum Reserve." After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bond and for payment of operating expenses of the System, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund and not required to be transferred to the Earnings Fund (hereinafter described) pursuant to Section 3.03 hereof 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 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.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and deposit in the Depreciation Reserve, hereby initially established with said Bank, the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Depreciation Reserve the aggregate sum of $65,000, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund, shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Bond as the same become due, and next to restore to the Reserve Fund any sum or sums transferred therefrom other than pursuant to Section 3.03 hereof. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve, other than any such sum or sums required to be transferred to the Earnings Fund, may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

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

Whenever the moneys in the Reserve Fund (other than moneys required to be transferred to the Earnings Fund pursuant to

Section 3.03 hereof) 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 aforesaid Bank (and any successor appointed by the Issuer) is hereby designated as the Fiscal Agent for the administration of the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate Fund (hereinafter described) as herein provided, and all amounts required for the Reserve Fund and Depreciation Reserve will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Section and the Earnings Fund, except with respect to Excess Investment Earnings in the Earnings Fund which shall be held for rebate to the United States free from any such lien or trust, shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon (other than such Excess Investment Earnings as aforesaid) for further securing payment of the Bond and the interest thereon, but the aforesaid Bank shall not be a trustee as to such funds or the Rebate Fund. The moneys in excess of the sum insured by FDIC in any of such funds shall at all times be secured, to the full extent thereof in excess of such insured sum, in a manner lawful for securing deposits of State and municipal funds under the laws of the State of West Virginia.

If on any payment date the revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

The Fiscal Agent, at the direction of the Issuer, shall keep the moneys in the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate Fund invested and reinvested to the fullest extent possible in accordance with applicable law and practicable in Qualified Investments having maturities consonant with the required use thereof, subject to the provisions of Sections 3.03 and 4.15 hereof, except that moneys held in the Earnings Fund and Rebate Fund shall only be invested in government obligations. 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 on 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. 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, except as otherwise provided in Section 3.03 hereof.

C. CHANGE OF FISCAL AGENT. The Issuer may designate another bank insured by FDIC as Fiscal Agent if the aforesaid Bank should cease for any reason to serve or if the Governing Body determines by resolution that said Bank or its successor should no longer serve as 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.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, obtain signed user agreements from at least 257 bona fide full time users initially upon the System, in full compliance with the requirements and conditions of the Purchaser.

Section 3.03. Rebate of Excess Investment Earnings to the United States. A. CREATION OF FUNDS. There are hereby created, to be held with the Bank designated in Section 3.01 hereof, as separate funds distinct from all other funds and accounts held by the Bank under this Bond Legislation, the Earnings Fund and the Rebate Fund. All interest earnings and profits on amounts in all funds and accounts provided for and/or 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 Bank, be deposited in the Earnings Fund. In addition, all interest earnings and profits on Gross Proceeds in funds and accounts held by the Issuer or otherwise shall, upon receipt, be paid to the Bank for deposit in the Earnings Fund. Annually, on or before the 30th day following the end of each Bond Year or on the preceding business day in the event that such last day is not a business day, the 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 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;

provided that, if the Bond shall have been previously paid in full, such amounts remaining on deposit in the Earnings Fund shall be paid to the Issuer and used for any lawful purpose of the Issuer.

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 Purchaser and 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 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(i) 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 Bond 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 Bond shall be determined based on the actual Yield of the Bond during the period between the Closing Date of the Bond 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 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 Bond, the Issuer shall direct the 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 Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the Issuer. 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 OBLIGATION OF ISSUER. The Issuer shall assure that Excess Investment Earnings are not paid or disbursed except as required in this Section and except as otherwise required under the Code and Regulators promulgating thereunder. 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. Investment profits and earnings on the Earnings Fund and Rebate Fund shall be held in, or credited or charged to, the account of the fund on which earned, subject to the transfers as herein required.

F. MAINTENANCE OF RECORDS. The Issuer shall keep, and retain for a period of 6 years following the retirement of the Bond, records of the determinations made pursuant to this Section 3.03.

G. INDEPENDENT CONSULTANTS. In order to provide for the administration of this Section 3.03, the Issuer and the Bank (at the expense of the Issuer) may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer or the 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 Bond, as may be necessary in order to fully comply with Section 148(f) of the Code, notwithstanding that such actions may be contrary to any provisions of this Section. Additionally, in the event of a failure to pay to the United States any amount required under Section 148(f) of the Code, the Issuer will pay to the United States a penalty in an amount equal to the sum of 50% of the amount not paid, plus interest at the required rate on the portion of the amount which was not paid on the required date, beginning on such date, unless waived.

ARTICLE IV

GENERAL COVENANTS, ETC.

Section 4.01. General Statement. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund (other than sums required to be transferred to the Earnings Fund) a sum sufficient to prepay the entire principal of the Bond remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, and as long thereafter either of the foregoing as is necessary to assure the exclusion of interest on the Bond from gross income for federal income tax purposes, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Purchaser.

Section 4.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Bond and sufficient to make the payments required herein into the Reserve Fund and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 4.03. 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 4.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of the revenues of the System or any part thereof shall be issued after the issuance of the Bond pursuant hereto except with the prior written consent of the Purchaser.

Section 4.05. 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 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 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 will be maintained as provided by law.

(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 $30,000 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 4.06. 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.

Section 4.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(A) Failure to make payment of any monthly amortization installment upon the Bond at the date specified for payment thereof;

(B) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 4.08. 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 4.09. Fiscal Year; Budget. While the Bond is outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than ten per centum; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the

control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 4.10. 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 4.11. 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 and on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 4.12. 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 4.13. 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 4.14. 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.

Section 4.15. Arbitrage. The Issuer shall not take, or permit or suffer to be taken, any action with respect to the Gross Proceeds of the Bond which would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and Regulations promulgated thereunder.

Section 4.16. 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 Bond 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 Bond during the term thereof is, under the terms of the Bond 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 Bond 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 Bond during the term thereof is, under the terms of the Bond 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 Bond 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 Bond is for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of 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 Bond 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 Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will timely file all statements, instruments and returns necessary to assure the exemption from taxation of the interest on the Bond, 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 Bond 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 the result of which would adversely affect such exclusion.

ARTICLE V

RATES, ETC.

Section 5.01. 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 August 25, 1988, in Case No. 88-174-W-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 such remedies and powers as are provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such 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 VI

MISCELLANEOUS

Section 6.01. Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without prior written consent of the Purchaser, except that no consent from the Purchaser shall be required to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate of Excess Investment Earnings to the United States or otherwise as may be necessary to assure the exemption from federal income taxation of interest on the Bond.

Section 6.02. 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 6.03. 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 6.04. Conflicting Provisions Repealed. 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).

Section 6.05. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 6.06. Effective Time. This Resolution shall take effect immediately upon its adoption.

Adopted: September 1, ~~1987~~ 1988.

Elizabeth L. Williams
Chairman of Public Service Board

Secretary, Public Service Board

08/30/88
RMCSW2-A

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bond, Series 1992

BOND RESOLUTION

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RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $61,000 WATER REVENUE BOND, SERIES 1992, OF RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, ON A PARITY WITH THE OUTSTANDING 1988 BOND OF THE DISTRICT, TO FINANCE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM AND ALL APPURTENANT FACILITIES IN THE DISTRICT; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF RAVENCLIFF-McGRAWS-SAULSVILLE 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. Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") is a public corporation and public service district and political subdivision of the State of West Virginia in Wyoming County of said State, duly created pursuant to the Act by The County Commission of Wyoming County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer now has a public waterworks system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of improvements and extensions to such existing waterworks facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered,

that there be acquired and constructed certain improvements and extensions of the existing waterworks facilities of the Issuer, consisting of 9,400 feet of 6-inch water line, 3,840 feet of 4-inch water line, 4,400 feet of 2-inch water line, hydrants, valves, metering and upgrading the existing water treatment plant, 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 existing waterworks facilities of the Issuer, together with the Project and any further additions, extensions or improvements 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 the costs of the operation and maintenance of the System, the principal of and interest on the Bond (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is $572,500, of which $61,000 will be obtained from the proceeds of sale of the Bond herein authorized $242,500 from a grant by the Appalachian Regional Commission and $269,000 from a grant by the Purchaser (as hereinafter defined).

E. It is necessary for the Issuer to issue its revenue bond in the principal amount of $61,000 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 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 an outstanding 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 Water Revenue Bond, Series 1988, dated September 1, 1988 (the "1988 Bond"), issued in the original aggregate principal amount of $356,000 and held by the Purchaser. There are no other outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Bond as to lien, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the 1988 Bond, the 1988 Resolution (hereinafter defined) 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 waiver thereof.

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 October 29, 1991, and all amendments thereto, if any (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 or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Bond by those who shall be the registered owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Bondholder, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the registered owner of the Bond.

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

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond" means the Water Revenue Bond, Series 1992, authorized hereby.

"1988 Bond" means the outstanding Water Revenue Bond, Series 1988, of the Issuer described in Section 1.02G hereof.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bonds" means, collectively, the Bond and the 1988 Bond.

"Chairman" means the Chairman of the Governing Body.

"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 The Peoples Bank of Mullens, Mullens, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

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

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Public Service Board of the Issuer.

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Ravencliff-McGraws-Saulsville Public Service District, in Wyoming County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means the Letter of Conditions of the Purchaser dated October 29, 1991, and all amendments thereto, if any.

"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 Bond and into the Reserve Fund and the Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Farmers Home Administration, and any successor thereof.

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

(a) Government Obligations;

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

or interest coupons stripped from Government Obligations;

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must

mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor, must have (or its agent must have) possession of such collateral, and such collateral must be free of all claims by third parties;

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

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

"Registered Owner," "Bondholder," "Holder of the Bond" or any similar term means any person who shall be the registered owner of the Bond.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1988 Resolution and the Bond Legislation.

"1988 Resolution" means the resolution of the Issuer adopted September 1, 1988, authorizing the 1988 Bond.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"System" means the waterworks of the Issuer as improved, extended, enlarged and expanded by the Project, and includes the

complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system of the Issuer.

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

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neuter gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of $572,500, 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 Bond hereby authorized shall be applied as provided in Article IV hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of the Bond Legislation, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1992," is hereby authorized to be issued in the aggregate principal amount of not exceeding $61,000 for the purpose of 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 Federal Building, Room 320, 75 High Street, Morgantown, West Virginia 26505-7500, 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 first lien on the Net Revenues derived from the System on a parity with the 1988 Bond in addition to the statutory mortgage lien on the System hereinafter provided for as to the 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 all on a parity with the 1988 Bond.

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)

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BOND, SERIES 1992

$61,000

No. R-1 Date: _____

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE 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 SIXTY-ONE THOUSAND DOLLARS ($61,000), 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 $300, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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

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

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

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

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

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

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the

Borrower within the meaning of any constitutional or statutory provision or limitation.

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted 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 on a parity as to liens, pledge and source of and security for payment, and in all other respects, with the 1988 Bond described in said Resolution.

IN WITNESS WHEREOF, RAVENCLIFF-McGRAWS-SAULSVILLE 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.

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

_____
(Signature of Executive Official)

Chairman, Public Service Board
(Title of Executive Official)

P.O. Box 357
(P. O. Box No. or Street Address)

Ravencliff, West Virginia 25913
(City, State and Zip Code)

ATTEST:

_____
(Signature of Attesting Official)

Secretary, Public Service Board
(Title of Executive Official)

(Form of)

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(6)	$	
(2)	$		(7)	$	
(3)	$		(8)	$	
(4)	$		(9)	$	
(5)	$		(10)	$	

TOTAL $_____

[Form of Assignment]

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

ARTICLE IV

SYSTEM REVENUES AND APPLICATION THEREOF; DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created and established with (or continued if previously established by the 1988 Resolution), and shall be held by, the Depository Bank, separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund (established by the 1988 Resolution and continued hereby);

(2) Reserve Fund (established by the 1988 Resolution and continued hereby);

(3) Depreciation Reserve (established by the 1988 Resolution and continued hereby);

(4) Project Construction Account;

(5) Earnings Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond); and

(6) Rebate Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond).

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 Fund, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, 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 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 Section 3.03 of the 1988 Resolution not otherwise modified herein:

(i) The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(ii) The Issuer shall next, on or before the due date of payment of each installment on the Bonds, transfer from the Revenue Fund and remit to the National Finance Office designated in the Bonds (or such other place as may be provided pursuant to the Bonds), the amounts

required to pay the interest on the Bonds, and to amortize the principal of the Bonds over the respective lives of each Bond issue. All payments with respect to principal of and interest on the 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.

(iii) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Reserve Fund, 1/12th of 1/10th of the amount, as of the date of calculation, equal to the maximum aggregate amount of principal and interest which will become due on the Bonds in any year, until the amount in the Reserve Fund equals such maximum amount (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bonds and for payment of Operating Expenses of the System, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund not required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Bonds to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Bonds, or for mandatory prepayment of the Bonds as hereinafter provided, and for no other purpose, on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(iv) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and deposit in the Depreciation Reserve, the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Depreciation Reserve the aggregate sum of

$65,000, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Bonds as the same become due, and next to restore to the Reserve Fund any sum or sums transferred therefrom other than pursuant to Section 3.03 of the 1988 Resolution, all on a pro rata basis. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

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

Whenever the money in the Reserve Fund (other than moneys required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) shall be sufficient to prepay the Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Depository Bank is hereby designated as the Fiscal Agent for the administration of the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate Fund herein provided, and all amounts required for the Reserve Fund and the Depreciation Reserve will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Section, except with respect to the Rebate Fund and Excess Investment Earnings (as defined in the 1988 Resolution) in the Earnings Fund, which shall be held for rebate to the United States free from any such lien or trust, shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon (other than such Excess Investment Earnings in the Earnings Fund and the Rebate Fund as aforesaid) for further securing payment of the Bonds and the interest thereon, but the Depository Bank shall not be a trustee as to such funds. It is to be understood that all funds in the Rebate Fund shall be free and clear of any such lien or trust and shall only be used for the purposes set forth in the 1988 Resolution notwithstanding anything else herein to the contrary.

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.

Subject to the 1988 Resolution, the Depository Bank, at the direction of the Issuer, shall keep the moneys in the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate 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 State Board of Investments. 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 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. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, provide evidence that there will be at least 46 bona fide new 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 the maximum amounts 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.

ARTICLE V

GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund (other than Excess Investment Earnings required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) a sum sufficient to prepay the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Bondholder.

Section 5.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Bonds and sufficient to make the payments required herein into the Reserve Fund and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all

above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Bond.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with

West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer.

(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 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 Lien. For the further protection of the Holder of the Bond, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Bond and shall be for the equal benefit of the Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Bond at the date specified for payment thereof; and

(b) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09. Fiscal Year; Budget. While the Bond is outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such

Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, 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 Final Order of the Public Service Commission of West Virginia, entered on August 25, 1988, Case No. 88-174-W-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 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 Bondholder.

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. 1988 Resolution; Conflicting Provisions Repealed. The 1988 Resolution and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the 1988 Resolution.

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).

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: October 19, 1992

Elizabeth Williams
Chairman of Public Service Board

Member

Shelburn H Brooks
Member

10/26/92
RMCJ.A4
73868/91001

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bond, Series 1994

BOND RESOLUTION

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RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $290,000 WATER REVENUE BOND, SERIES 1994, OF RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, ON A PARITY WITH THE OUTSTANDING 1971 BOND, 1988 BOND AND 1992 BOND OF THE DISTRICT, TO FINANCE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM AND ALL APPURTENANT FACILITIES IN THE DISTRICT; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF RAVENCLIFF-McGRAWS-SAULSVILLE 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. Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") is a public corporation and public service district and political subdivision of the State of West Virginia in Wyoming County of said State, duly created pursuant to the Act by The County Commission of Wyoming County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer now has a public waterworks system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of improvements and extensions to such existing waterworks facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain improvements and extensions to the existing waterworks facilities of the Issuer, consisting of approximately 32,000 feet of 6-inch water line, pressure reducing stations, valves, meters and hydrants, a 150,000 gallon water storage tank and a booster pump station to serve New Richmond and Saulsville in Wyoming County, and the acquisition of the existing waterworks system of New Richmond Water Authority, Inc., 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 existing waterworks facilities of the Issuer, together with the Project and any further additions, extensions or improvements 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 the costs of the operation and maintenance of the System, the principal of and interest on the Bonds (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is $1,000,000, of which $290,000 will be obtained from the proceeds of sale of the Bond herein authorized and $710,000 from a grant by the Purchaser (as hereinafter defined).

E. It is necessary for the Issuer to issue its revenue bond in the principal amount of $290,000 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 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 Bond as to liens, pledge and source of and security for payment, being the Water Revenue Bond, Series 1992, of the Issuer, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "1992 Bond"), the Water Revenue Bond, Series 1988, of the Issuer, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "1988 Bond"), and a loan of New Richmond Water Authority, Inc., evidenced by a promissory note dated January 23, 1971, issued in the original aggregate principal amount of $96,000, of which $57,297.57 principal amount remains outstanding, and concurrently assumed by the Issuer herewith (the "1971 Bond"), all held by the Purchaser (collectively, the "Prior Bonds"). There are no other outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Bond as to lien, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, the Prior Resolutions (hereinafter defined) 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 waiver thereof.

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 February 3, 1993, and all amendments thereto, if any (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 or shall have been duly waived or otherwise provided for.

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.

"Authority" means New Richmond Water Authority, Inc.

"Bond" means the Water Revenue Bond, Series 1994, authorized hereby.

"1971 Bond" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1988 Bond" means the outstanding Water Revenue Bond, Series 1988, of the Issuer described in Section 1.02G hereof.

"1992 Bond" means the outstanding Water Revenue Bond, Series 1992, of the Issuer described in Section 1.02G hereof.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bonds" means, collectively, the 1971 Bond, the 1988 Bond, the 1992 Bond and the Bond.

"Chairman" means the Chairman of the Governing Body.

"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 The Peoples Bank of Mullens, Mullens, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

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

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Public Service Board of the Issuer.

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Ravencliff-McGraws-Saulsville Public Service District, in Wyoming County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means the Letter of Conditions of the Purchaser dated February 3, 1993, and all amendments thereto, if any.

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

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

"Prior Bonds" means, collectively, the 1971 Bond, the 1988 Bond and the 1992 Bond.

"Prior Resolutions" means, collectively, the 1971 Resolution, the 1988 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, Farmers Home Administration, and any successor thereof, acting for and on behalf of the United States of America.

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

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized

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

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

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

"Registered Owner," "Bondholder," "Holder of the Bond" or any similar term means any person who shall be the registered owner of the Bond.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1988 Resolution, the 1992 Resolution and the Bond Legislation.

"1971 Resolution" means the resolution of the Authority adopted November 13, 1970, authorizing the 1971 Bond.

"1988 Resolution" means the resolution of the Issuer adopted September 1, 1988, authorizing the 1988 Bond.

"1992 Resolution" means the resolution of the Issuer adopted October 19, 1992, authorizing the 1992 Bond.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from

the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

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

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

Words importing singular number shall include the plural number in each case and vice versa; 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 Bond or any certificate or other document by the Chairman or Secretary shall mean that such Bond, 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 the acquisition and construction of the Project, at an estimated cost of $1,000,000, 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.

Section 2.02. Authorization of Assumption of Loan. There is also hereby authorized the assumption by the Issuer of an outstanding loan of the Authority in exchange for all of the assets of the Authority. The loan, evidenced by a promissory note of the Authority dated January 23, 1971, was issued in the original aggregate principal amount of $96,000, of which $57,297.57 principal amount remains outstanding.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of the Bond Legislation, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1994," is hereby authorized to be issued in the aggregate principal amount of not exceeding $290,000 for the purpose of 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 4 1/2% 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. So long as the Bond 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 Federal Building, Room 320, 75 High Street, Morgantown, West Virginia 26505-7500, or such other address as shall be stated in writing to the Issuer by the United States of America.

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 first lien on the Net Revenues derived from the System on a parity with the Prior Bonds in addition to the statutory mortgage lien on the System hereinafter provided for as to the 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 all on a parity with the Prior Bonds.

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)

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BOND, SERIES 1994

$290,000

No. R-1 Date: November 1, 1994

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE 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 TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000), plus interest on the unpaid principal balance at the rate of 4 1/2% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $1,332, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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

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

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

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

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

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized

denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted 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 on a parity as to liens, pledge and source of and security for payment, and in all other respects, with the Prior Bonds described in said Resolution.

IN WITNESS WHEREOF, RAVENCLIFF-McGRAWS-SAULSVILLE 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.

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

_____
(Signature of Executive Official)

Chairman, Public Service Board
(Title of Executive Official)

P.O. Box 357
(P. O. Box No. or Street Address)

McGraws, West Virginia 25875
(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)	$		(7)	$	
(2)	$		(8)	$	
(3)	$		(9)	$	
(4)	$		(10)	$	
(5)	$		(11)	$	
(6)	$		(12)	$	

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 and established with (or continued if previously established by the 1988 Resolution), and shall be held by, the Depository Bank, separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund (established by the 1988 Resolution and continued hereby);

(2) Reserve Fund (established by the 1988 Resolution and continued hereby);

(3) Depreciation Reserve (established by the 1988 Resolution and continued hereby);

(4) Project Construction Account;

(5) Earnings Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond); and

(6) Rebate Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond).

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 Fund, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, 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 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:

(i) The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(ii) The Issuer shall next, on or before the due date of payment of each installment on the Bonds, transfer from the Revenue Fund and remit to the National Finance Office designated in the Bonds (or such other place as may be provided pursuant to the Bonds), the amounts required to pay the interest on the Bonds, and to amortize the principal of the Bonds over the respective life of each Bond issue. All payments with respect to principal of and interest on the 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.

(iii) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Reserve Fund, 1/12th of 1/10th of the amount, as of the date of calculation, equal to the maximum aggregate amount of principal and interest which will become due on the Bonds in any year, until the amount in the Reserve Fund equals such maximum amount (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bonds and for payment of Operating Expenses of the System, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund not required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Bonds to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Bonds, or for mandatory prepayment of the Bonds as hereinafter provided, and for no other purpose, on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(iv) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and deposit in the Depreciation Reserve, the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Depreciation Reserve the aggregate sum of $115,000, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Bonds as the same become due, and next to restore to the Reserve Fund any sum or sums transferred therefrom other than pursuant to Section 3.03 of the 1988 Resolution, all on a pro rata basis. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions,

moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

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

Whenever the moneys in the Reserve Fund (other than moneys required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) shall be sufficient to prepay the Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Depository Bank is hereby designated as the Fiscal Agent for the administration of the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate Fund herein provided, and all amounts required for the Reserve Fund and the Depreciation Reserve will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Section, except with respect to the Rebate Fund and Excess Investment Earnings (as defined in the 1988 Resolution) in the Earnings Fund, which shall be held for rebate to the United States free from any such lien or trust, shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon (other than such Excess Investment Earnings in the Earnings Fund and the Rebate Fund as aforesaid) for further securing payment of the Bonds and the interest thereon, but the Depository Bank shall not be a trustee as to such funds. It is to be understood that all funds in the Rebate Fund shall be free and clear of any such lien or trust and shall only be used for the purposes set forth in the 1988 Resolution notwithstanding anything else herein to the contrary.

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.

Subject to the 1988 Resolution, the Depository Bank, at the direction of the Issuer, shall keep the moneys in the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate 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 State Board of Investments. 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 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. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, provide evidence that there will be at least 106 bona fide new 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 the maximum amounts 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.

ARTICLE V

GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund (other than Excess Investment Earnings required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) a sum sufficient to prepay the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Bondholder.

Section 5.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Bonds and sufficient to make the payments required herein into the Reserve Fund and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer

will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Bond.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the Issuer 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 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 Lien. For the further protection of the Holder of the Bond, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Bond and shall be for the equal benefit of the Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Bond at the date specified for payment thereof; and

(b) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09. Fiscal Year; Budget. While the Bond is outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all

transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, 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 Final Order of the Public Service Commission of West Virginia, entered on December 30, 1993, Case No. 93-0249-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 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 Bondholder.

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. Prior Resolutions; 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).

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: November 1, 1994.

Elizabeth Williams
Chairman of Public Service Board

Bryce P. Phillips
Member

Member

10/28/94
RMSJ.A5
738680/93001

(SPECIMEN BOND)

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BOND, SERIES 1994

$290,000

No. R-1 Date: November 1, 1994

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE 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 TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000), plus interest on the unpaid principal balance at the rate of 4 1/2% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $1,332, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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

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

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

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

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

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon

surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted 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 on a parity as to liens, pledge and source of and security for payment, and in all other respects, with the Prior Bonds described in said Resolution.

IN WITNESS WHEREOF, RAVENCLIFF-McGRAWS-SAULSVILLE 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 Acting Secretary, all as of the date hereinabove written.

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

_____
Chairman, Public Service Board

P.O. Box 357
McGraws, West Virginia 25875

ATTEST:

_____
Acting Secretary, Public Service Board

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(7)	$	
(2)	$		(8)	$	
(3)	$		(9)	$	
(4)	$		(10)	$	
(5)	$		(11)	$	
(6)	$		(12)	$	

TOTAL $_____

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bond, Series 1997

BOND RESOLUTION

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RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ISSUANCE OF $1,021,000 WATER REVENUE BOND, SERIES 1997, OF RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, ON A PARITY WITH THE OUTSTANDING 1971 BOND, 1988 BOND, 1992 BOND AND 1994 BOND OF THE DISTRICT, TO FINANCE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM AND ALL APPURTENANT FACILITIES IN THE DISTRICT; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF RAVENCLIFF-McGRAWS-SAULSVILLE 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. Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") is a public corporation and public service district and political subdivision of the State of West Virginia in Wyoming County of said State, duly created pursuant to the Act by The County Commission of Wyoming County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer now has a public waterworks system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of improvements and extensions to such existing waterworks facilities with all

appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain improvements and extensions to the existing waterworks facilities of the Issuer, consisting of approximately 79,000 feet of 8-inch, 6-inch and 4-inch water lines, including valves, meters and hydrants, two water storage tanks and upgrading the water treatment plant at Sabine, in Glen Fork in Wyoming County, 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 existing waterworks facilities of the Issuer, together with the Project and any further additions, extensions or improvements 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 the costs of the operation and maintenance of the System, the principal of and interest on the Bonds (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is $4,300,000, of which $1,021,000 will be obtained from the proceeds of sale of the Bond herein authorized, $1,683,000 from a grant by the Purchaser (as hereinafter defined), $750,000 from a grant by the United States Department of Housing and Urban Development (Small Cities Block Grant through the State of West Virginia) and $846,000 of funding from the West Virginia Division of Environmental Protection, Office of Abandoned Mine Lands.

E. It is necessary for the Issuer to issue the Bond in the principal amount of $1,021,000 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 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 Bond as to liens, pledge and source of and security for payment, being the Water Revenue Bond, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "1994 Bond"), the Water Revenue Bond, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "1992 Bond"), the Water Revenue Bond, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "1988 Bond"), and a loan of New Richmond Water Authority, Inc., dated January 23, 1971, issued in the original aggregate principal amount of $96,000, previously assumed by the Issuer (the "1971 Bond"), all held by the Purchaser (collectively, the "Prior Bonds"). Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Bond as to lien, pledge and/or source of and security for payment.

The Issuer is not in default under the terms of the Prior Bonds, the Prior Resolutions (hereinafter defined) 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 waiver thereof.

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 June 23, 1994, Amendment No. 1 to Letter of Conditions dated June 13, 1996, Amendment No. 2 to Letter of Conditions dated June 18, 1997, and all amendments thereto, if any (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 or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Bond by those who shall be the registered owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Bondholder, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the registered owner of the Bond.

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

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond" means the Water Revenue Bond, Series 1997, authorized hereby.

"1971 Bond" means the outstanding loan of the Issuer described in Section 1.02G hereof.

"1988 Bond" means the outstanding Water Revenue Bond, Series 1988, of the Issuer described in Section 1.02G hereof.

"1992 Bond" means the outstanding Water Revenue Bond, Series 1992, of the Issuer described in Section 1.02G hereof.

"1994 Bond" means the outstanding Water Revenue Bond, Series 1994, of the Issuer described in Section 1.02G hereof.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bonds" means, collectively, the 1971 Bond, the 1988 Bond, the 1992 Bond, the 1994 Bond and the Bond.

"Chairperson" means the Chairperson of the Governing Body.

"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 The Peoples Bank of Mullens, Mullens, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

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

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Grants" means, collectively, the grants from the Purchaser, the United States Department of Housing and Urban Development (Small Cities Block Grant through the State of West Virginia), and the West Virginia Division of Environmental Protection, Office of Abandoned Mine Lands and any other grants committed for the Project.

"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," "Borrower" or "District" means Ravencliff-McGraws-Saulsville Public Service District, in Wyoming County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means the Letter of Conditions of the Purchaser dated June 23, 1994, and all amendments thereto, if any.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed 1/6th of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital, provided that all monthly amortization payments upon

the Bonds and into the Reserve Fund and the Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Prior Bonds" means, collectively, the 1971 Bond, the 1988 Bond, the 1992 Bond and the 1994 Bond.

"Prior Resolutions" means, collectively, the 1971 Resolution, the 1988 Resolution, the 1992 Resolution and the 1994 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:

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking

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

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

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

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

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

"Registered Owner," "Bondholder," "Holder of the Bond" or any similar term means any person who shall be the registered owner of the Bond.

"Registrar" means the Issuer, which shall usually so act by its Secretary.

"Resolutions" means, collectively, the 1988 Resolution, the 1992 Resolution, the 1994 Resolution and the Bond Legislation.

"1971 Resolution" means the resolution of New Richmond Water Authority, Inc., adopted November 13, 1970, authorizing the 1971 Bond.

"1988 Resolution" means the resolution of the Issuer adopted September 1, 1988, authorizing the 1988 Bond.

"1992 Resolution" means the resolution of the Issuer adopted October 19, 1992, authorizing the 1992 Bond.

"1994 Resolution" means the resolution of the Issuer adopted November 1, 1994, authorizing the 1994 Bond.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

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

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

Words importing singular number shall include the plural number in each case and vice versa; 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 Bond or any certificate or other document by the Chairperson or Secretary shall mean that such Bond, certificate or other document may be executed or attested by an Acting Chairperson 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 the acquisition and construction of the Project, at an estimated cost of $4,300,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bond hereby authorized shall be applied as provided in Article IV hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of the Bond Legislation, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1997," is hereby authorized to be issued in the aggregate principal amount of not exceeding $1,021,000 for the purpose of 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 _____% 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 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 Bond shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Bond 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 Federal Building, Room 320, 75 High Street, Morgantown, West Virginia 26505-7500, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bond. The Bond shall be executed in the name of the Issuer by the Chairperson 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 first lien on the Net Revenues derived from the System on a parity with the Prior Bonds in addition to the statutory mortgage lien on the System hereinafter provided for as to the 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 all on a parity with the Prior Bonds.

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)

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BOND, SERIES 1997

$1,021,000

No. R-1 Date: _____

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE 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 TWENTY-ONE THOUSAND DOLLARS ($1,021,000), 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 the 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 additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized

denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted 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 issued on a parity as to liens, pledge and source of and security for payment, and in all other respects, with the Prior Bonds described in said Resolution.

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

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
(Name of Borrower)

[CORPORATE SEAL]

_____
(Signature of Executive Official)

Chairperson, Public Service Board
(Title of Executive Official)

P.O. Box 245
(P. O. Box No. or Street Address)

Ravencliff, West Virginia 25913
(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)	$		(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 and established with (or continued if previously established by the 1988 Resolution), and shall be held by, the Depository Bank, separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund (established by the 1988 Resolution and continued hereby);

(2) Reserve Fund (established by the 1988 Resolution and continued hereby);

(3) Depreciation Reserve (established by the 1988 Resolution and continued hereby);

(4) Project Construction Account;

(5) Earnings Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond); and

(6) Rebate Fund (established by the 1988 Resolution and continued hereby with respect to the 1988 Bond).

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 Fund, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, 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 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:

(i) The Issuer shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses.

(ii) The Issuer shall next, on or before the due date of payment of each installment on the Bonds, transfer from the Revenue Fund and remit to the National Finance Office designated in the Bonds (or such other place as may be provided pursuant to the Bonds), the amounts required to pay the interest on the Bonds, and to amortize the principal of the Bonds over the

respective life of each Bond issue. All payments with respect to principal of and interest on the 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.

(iii) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Reserve Fund, 1/12th of 1/10th of the amount, as of the date of calculation, equal to the maximum aggregate amount of principal and interest which will become due on the Bonds in any year, until the amount in the Reserve Fund equals such maximum amount (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bonds and for payment of Operating Expenses of the System, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund not required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Bonds to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Bonds, or for mandatory prepayment of the Bonds as hereinafter provided, and for no other purpose, on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(iv) The Issuer shall next, on each date that payment is made as set forth in (ii) above, transfer from the Revenue Fund and deposit in the Depreciation Reserve, the moneys remaining in the Revenue Fund and not permitted to be retained therein, until there has been accumulated in the Depreciation Reserve the aggregate sum of $278,600, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Bonds as

the same become due, and next to restore to the Reserve Fund any sum or sums transferred therefrom other than pursuant to Section 3.03 of the 1988 Resolution, all on a pro rata basis. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve, other than any sum or sums required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution, may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

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

Whenever the moneys in the Reserve Fund (other than moneys required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) shall be sufficient to prepay the Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Depository Bank is hereby designated as the Fiscal Agent for the administration of the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate Fund herein provided, and all amounts required for the Reserve Fund and the Depreciation Reserve will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Section, except with respect to the Rebate Fund and Excess Investment Earnings (as defined in the 1988 Resolution) in the Earnings Fund, which shall be held for rebate to the United States free from any such lien or trust, shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon (other than such Excess Investment Earnings in the Earnings Fund and the Rebate Fund as aforesaid) for further securing payment of the Bonds and the interest thereon, but the Depository Bank shall not be a trustee as to such funds. It is to be understood that all funds in the Rebate Fund shall be free and clear of any such lien or trust

and shall only be used for the purposes set forth in the 1988 Resolution notwithstanding anything else herein to the contrary.

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.

Subject to the 1988 Resolution, the Depository Bank, at the direction of the Issuer, shall keep the moneys in the Reserve Fund, the Depreciation Reserve, the Earnings Fund and the Rebate 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 State Board of Investments. 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 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. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Bond, provide evidence that there will be at least 741 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 the maximum amounts 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 4.04. 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 Bonds, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed $500,000 (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, acceptable to the Purchaser. 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 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 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund (other than Excess Investment Earnings required to be transferred to the Earnings Fund pursuant to Section 3.03 of the 1988 Resolution) a sum sufficient to prepay the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Bondholder.

Section 5.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Bonds and sufficient to make the payments required herein into the Reserve Fund and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full

insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Bond.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for All Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer; however, if the Issuer

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 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 Lien. For the further protection of the Holder of the Bond, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Bond and shall be for the equal benefit of the Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Bond at the date specified for payment thereof; and

(b) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 5.09. Fiscal Year; Budget. While the Bond is outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, 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 Final Order of the Public Service Commission of West Virginia, entered on August 2, 1996, Case No. 95-1117-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 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 Bondholder.

Section 7.03. Delivery of the Bond. The Chairperson, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Bond, 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. Prior Resolutions; 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).

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 Chairperson, 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: August 20, 1997.

Bryce P. Phillips
Chairperson

Mike Smith
Member

Member

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT on the 20th day of August, 1997.

Dated: August 20, 1997.

[SEAL]

Mike Smith
Secretary, Public Service Board

08/15/97
738680/94001

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BOND, SERIES 1997

$1,021,000

No. R-1 Date: August 20, 1997

FOR VALUE RECEIVED, RAVENCLIFF-McGRAWS-SAULSVILLE 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 TWENTY-ONE THOUSAND DOLLARS ($1,021,000), 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 $4,687, 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 waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolution and upon surrender and cancellation

of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted 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 issued on a parity as to liens, pledge and source of and security for payment, and in all other respects, with the Prior Bonds described in said Resolution.

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

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

Bryce P. Phillips

Chairperson, Public Service Board
P.O. Box 245
Ravencliff, West Virginia 25913

ATTEST:

Mike Smith

Secretary, Public Service Board

HP LaserJet M4345 MFP Series

Fax Call Report

Fax Header Information

Steptoe & Johnson
304-353-8181
2008-May-08 04:27 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
1601	2008-May-08 04:23 PM	Receive	304 929 2025	3:02	8	Success

May 07 08 04:25p USDA / RD (BECKLEY) (304)929-2025 p.1

USDA Rural Development

Facsimile Transmittal

FROM:

AUDREY L. GWINN
RURAL DEVELOPMENT TECHNICIAN

United States Department of Agriculture • Rural Development
481 Ragland Road, Beckley, WV 25801
Phone: (304) 253-9597 Ext. 170
Fax: (304) 252-5809
TDD: (304) 284-4836 • Toll Free: (800) 295-8228
http://www.rurdev.usda.gov/wv

TO: Katy

DATE: 5/8/08

FAX NUMBER: 353-8181

RE: Rosemliff-McGraws-Sandsville

NUMBER OF PAGES: 8
(INCLUDING THIS ONE)

REMARKS:

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, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

Position 5

USDA-FmHA
Form FmHA 1942-47
(Rev. 1-90)

FORM APPROVED
OMB NO. 0575-0015

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of Directors (Commissioners)

OF THE Ravencliff-McGraw-Saulsville 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

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

WHEREAS, it is necessary for the 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 ONE THOUSAND ($1,021,000) DOLLARS

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

WHEREAS, the Association intends to obtain assistance from the Farmers Home Administration, 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 FmHA 400-4, "Assurance Agreement," and Form FmHA 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 legal 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 contract or 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 FmHA. No free service or use of the facility will be permitted.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0015), Washington, D.C.20503.

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 and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
    (b) Repairing or replacing short-lived assets.
    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain FmHA'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 $ 1,020,000

    under the terms offered by the Government; that the 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

The vote was: Yeas two Nays None Absent one .

N WITNESS WHEREOF, the Board of Directors of the

Ravencliff-McGraws-Saulsville PSD has duly adopted this resolution and caused it

o be executed by the officers below in duplicate on this 23rd day of June, 19 94.

SEAL)

ttest: Elmer Price

itle Secretary

By Elizabeth Williams

Title Chairperson

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Secretary of the Ravenscliff-McDonald Soulsville P.S.D.

hereby certify that the Board of Directors of such Association is composed of three (3) members, of whom two (2), constituting a quorum, were present at a meeting thereof duly called and held on the 23rd day of June, 19 94; and that the foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of August 20, 1997, the date of closing of the loan from the Farmers Home Administration, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 20th day of August 19 97

Mike Smith

Title Secretary

★U.S.GPO:1990-0-717-014/22842

United States Department of Agriculture
Rural Development
West Virginia State Office

February 2, 2009

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture) and
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), in the original aggregate principal amount of $1,114,000, and the Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the original aggregate principal amount of $1,586,000 (collectively, the "Bonds"), by Ravencliff-McGraws-Saulsville 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: (1) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000; (2) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000; (3) Water Revenue Bond, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000; and (4) Water Revenue Bond, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (collectively, the "Prior Bonds") and (ii) waives any requirements imposed by the Prior Bonds or the resolution authorizing the Prior Bonds (collectively, 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.

WITNESSETH my signature on this 2nd day of February, 2009.

Deanna Goff Crupler
Acting State Director

75 High Street Federal Building • Suite 320 • Morgantown, WV 26505-7500
Phone: 304.284.4860 • 1.800.295.8228 • Fax: 304.284.4893 • TTY/TDD: 304.284.4836 • Web: http://www.rurdev.usda.gov/wv

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Bond Counsel

United States Department of Agriculture
Rural Development
West Virginia State Office

January 27, 2009

Mr. Bryce Phillips, Chairman
Ravencliff-McGraws-Saulsville PSD
P.O. Box 217
McGraws, WV 25875

RE: Amendment No. 1 to
Letter of Conditions

Dear Mr. Phillips:

This letter, with Attachment No. 1 amends the letter of conditions dated August 19, 2002 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grants 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 initial RUS loan in the amount of $1,114,000, and initial RUS grant in the amount of $1,750,000, a subsequent RUS grant in the amount of $350,000, and other funding in the amount of $3,086,000, for a total project cost of $6,300,000. The other funding is planned in the form of a loan and grant from the West Virginia Infrastructure and Jobs Development Council and a grant from the Appalachian Regional Commission.

Subject to the requirements noted herein, all of the conditions of the August 19, 2002 letter of conditions remain in effect and must be satisfied prior to loan and grant 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)

75 High Street Federal Building • Suite 320 • Morgantown, WV 26505-7500
Phone: 304.284.4860 • 1.800.295.8228 • Fax: 304.284.4893 • TTY/TDD: 304.284.4836 • Web: http://www.rurdev.usda.gov/wv

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To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

The conditions referred to above are as follows:

1. Public Service Commission Approval – You must obtain PSC approval of the project's proposed financing and user rates as may result from this amendment to the letter of conditions.

2. Users – This conditional commitment is based upon you providing evidence that you will have at least 1,257 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of 124 signed user agreements and a signed certification from you that identifies and attests to the number of users actually connected to and using the PSD's existing water system, which is to be expanded by the new system, prior to loan closing.

3. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

   RUS Bulletin 1780-12, "Water or Waste System Grant Agreement"
   Form RD 1940-1, "Request for Obligation of Funds"
   Form RD 1942-46, "Letter of Intent to Meet Conditions"

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 PSD 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,

Cheryl L. Wolfe
for DIANNE GOFF CRYSLER
Acting State Director

Enclosures

cc: Area Director
ATTN: Area Specialist (RUS)
Beckley, WV

Ralph Bassett, Jr., CPA
1156 South Main Street
Milton, WV 25541

Robert Hazelwood, P.E.
Pentree, Inc.
P.O. Box 1309
Princeton, WV 24740

John Stump, Esquire
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326

Randolph McGraw, Esquire
McGraw Law Offices
P.O. Box 279
Prosperity, WV 25909

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

Attachment No. 1 to Letter of Conditions
For: Ravencliff-McGraws-Saulsville PSD
Date: January 27, 2009

Project Construction Budget

PROJECT COST	WVIJDC LOAN	WVIJDC GRANT	ARC GRANT	RUS GRANT	RUS LOAN	TOTAL
CONSTRUCTION	$ 1,575,500	$ 435,300	$ 1,000,000	$ 1,312,825	$ 715,940	$ 5,039,565
CONST. CONTINGENCY		$ 64,700		$ 302,800		$ 367,500
LAND & RIGHTS				$ 20,000		$ 20,000
LEGAL FEES				$ 5,540	$ 22,160	$ 27,700
BOND COUNSEL	$ 10,500				$ 15,000	$ 25,500
ACCOUNTING					$ 4,500	$ 4,500
ENGINEERING FEES				$ 356,600	$ 256,400	$ 613,000
Basic - $ 313,000						
Insp. - $ 230,000						
Special - $ 70,000						
INTEREST					$ 100,000	$ 100,000
EQUIPMENT				$ 45,000		$ 45,000
PROJECT CONTG.				$ 57,235		$ 57,235
TOTAL	**$ 1,586,000**	**$ 500,000**	**$ 1,000,000**	**$ 2,100,000**	**$ 1,114,000**	**$ 6,300,000**

USDA Rural Development

United States Department of Agriculture
Rural Development
Beckley Area Office

January 14, 2009

Mr. Bryce Phillips. Chairman
Ravencliff-McGraw-Saulsville PSD
P. O. Box 217
McGraws, WV 25875

Dear Mr. Phillips:

The pre-closing date for the PSD's Water System Upgrade and Extensions (Phase 1) project has been established as January 29, 2009. The pre-closing will begin at 2:00 p.m. at the Wyoming County Courthouse. The pre-construction conference will be held on February 3, 2009 at 10:30 a.m. in the PSD's office.

Reference is made to our Letter of Conditions dated August 19, 2002 and the Amended Letter of Conditions. All of the requirements of those letters 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 February 2, 2009.

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 February 2, 2009.

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 February 2, 2009.

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

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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 PSD must provide evidence that it has acquired insurance and bond coverage in accordance with item 11 of the Letter of Conditions.

5. The PSD must furnish evidence that it provides State Workers' 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
Randolph McGraw, Attorney at Law, Prosperity, WV
John Stump, Steptoe & Johnson Bond Counsel, Charleston, WV
Ralph Bassett, Jr., CPA, Milton, WV
Robert Hazelwood, Pentree, Inc., Princeton, WV
WVIJDC, Charleston, WV
Dale Stewart, Matheny PSD, Matheny, WV
D. Michael Goode, Wyoming County Commission

USDA United States Department of Agriculture

Rural Development

Federal Building
75 High Street, Room 320
Morgantown, WV 26505-7500
Phone (304) 284-4888
FAX (304) 284-4892
TTY/TDD (304) 284-4836

August 19, 2002

Mr. Bryce Phillips, Chairman
Ravencliff-McGraws-Saulsville PSD
P.O. Box 217
McGraws, WV 25875

Dear Mr. Phillips:

This letter, with Attachments 1 through 15 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 $1,114,000, an RUS grant in the amount of $1,750,000, and other funding in the amount of $1,500,000, for a total project cost of $4,364,000. The other funding is planned in the form of grants from the Appalachian Regional Commission and the ~~HUD Small Cities Block Grant Program~~. WV IJDC 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 Ravencliff-McGraws-Saulsville 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)

USDA Rural Development is an Equal Opportunity Lender, Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

Attachment No. 6 - RUS Supplemental General Conditions (Engineer Copy)
Attachment No. 7 - RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Project with RUS Financial Assistance"
Attachment No. 8 - Government Auditing Standards (Revision 1994) (Accountant Copy)
Attachment No. 9 - RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement "
Attachment No. 10 - RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits"
Attachment No. 11 - Water Users Agreement (Applicant and Attorney Copies)
Attachment No. 12 - Declination Statement (Applicant and Attorney Copies)
Attachment No. 13 - Labor Standards Provisions (Engineer Copy)
Attachment No. 14 - Sample Credit Agreement (Applicant Copy)
Attachment No. 15 - Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. Loan Repayment - The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 4.75% interest rate and a monthly amortization factor of .00475, which provides for a monthly payment of $5,292. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly payment each month until you accumulate the equivalent of one annual installment on your loan.

   You are reminded that your authority may be required to refinance (graduate) the unpaid balance of its RUS loan, in whole or in part, upon the request of RUS if at any time it shall be determined the authority is able to obtain 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.

2. Security - The loan must be secured by a statutory lien of equal priority with the District's existing bonds, a pledge of the system's revenues and other agreements between you and RUS as set forth in the bond resolution which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.

3. Users - This conditional commitment is based upon you providing evidence that you will have at least 1,302 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of 347 signed user agreements and a certification from you that identifies and attests to the number of users actually connected to and using the PSD's existing water system, which is to be partially replaced by the new system, at the time you request authorization to advertise the proposed project for construction bids.

   The enclosed Water Users Agreement (RUS Bulletin 1780-9) will be used. Each user signing an agreement must make a user contribution of $100. Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a "Service Declination Statement." A guide "Service Declination Statement" is attached for your use. If a potential user refuses to sign either a user agreement or a declination statement, the individual making the contact for the PSD should complete the declination statement for that potential user and note thereon his/her visit with the potential user, the potential user's refusal to sign, and the reason therefore. The declination statement should also be dated and signed by the individual making the contact.

   Before RUS can agree to the project being advertised for construction bids, you must provide evidence that the total required number of bona fide users has been acquired and that all potential users have been offered the proposed service. Information and material evidencing compliance with this requirement must consist of (1) your certification (written) as to the number of users connected to and using the water service of the existing system (paying monthly bills), (2) signed user agreements, (3) signed service declination statements, (4) records evidencing user contributions having been paid, (5) a map locating each potential user's property in the new service area identifying it by number, (6) a list of all signed bona fide users numbered so as to be a cross-reference with the map, and (7) a list of all declination statements numbered so as to be a cross-reference with the map.

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 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
- Corps of Engineers
- 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."

(3) "Labor Standards Provisions" – Title 29, Subtitle A, Part 5, Section 5.5, Contract Provisions and Related Matters. One copy of this item is attached hereto (Attachment No. 13). Additional copies must be reproduced by the engineer.

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. 14).

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

JENNY N. PHILLIPS
State Director

Enclosures

cc: Rural Development Specialist
Beckley, WV

Ralph Bassett, Jr., CPA
1156 South Main Street
Milton, WV 25541

Pentree, Inc.
1428 Main Street
Princeton, WV 24740-1309

Attachment No. 1 to Letter of Conditions
For: Ravencliff-McGraws Saulsville PSD (Ph. 1)
Date: August 19, 2002

Project Construction Budget
RAVENCLIFF-McGRAWS-SAULSVILLE PSD

PROJECT COST	SMALL CITIES BLOCK GRANT	ARC GRANT	RUS GRANT	RUS LOAN	TOTAL
CONSTRUCTION	$ 500,000	$ 1,000,000	$ 1,144,800	$ 659,200	$ 3,304,000
CONST. CONTINGENCY			$ 167,700	$ 96,600	$ 264,300
LAND & RIGHTS			$ 6,300	$ 3,700	$ 10,000
LEGAL FEES			$ 21,000	$ 12,000	$ 33,000
BOND COUNSEL			$ 9,500	$ 5,500	$ 15,000
ACCOUNTING			$ 2,500	$ 1,500	$ 4,000
ENGINEERING FEES			$ 306,200	$ 176,300	$ 482,500
Basic - $251,300					
Insp. - $198,200					
Special - $33,000					
INTEREST				$ 106,000	$ 106,000
EQUIPMENT			$ 28,600	$ 16,400	$ 45,000
PROJECT CONTG.			$ 63,400	$ 36,800	$ 100,200
TOTAL	**$ 500,000**	**$ 1,000,000**	**$ 1,750,000**	**$ 1,114,000**	**$ 4,364,000**

Rates

Available for general domestic, commercial, and industrial service.

First	3,000	gallons @	$	7.85	per M gallons
Next	7,000	gallons @	$	6.46	per M gallons
Over	10,000	gallons @	$	5.06	per M gallons

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	$	23.55	per month
3/4"	meter	$	35.33	per month
1"	meter	$	58.88	per month
1 1/2"	meter	$	117.75	per month
2"	meter	$	188.40	per month
3"	meter	$	353.25	per month
4"	meter	$	588.75	per month
6"	meter	$	1,177.50	per month
8"	meter	$	1,884.01	per month

Minimum Monthly Bill $23.55 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 $300.00 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: Ravencliff-McGraws-Saulsville PSD
Date:

RAVENCLIFF-MCGRAWS-SAULSVILLE PSD (W)
USE AND INCOME ANALYSIS
EXISTING SYSTEM PHASE 1

Blocking	Cust.	Gal/ Mo.	Minimum Bills 5/8"	1"	1-1/2"	2"	3"	First 3,000	Next 7,000	Over 10,000	TOTAL REVENUE
0 - 3,000	428.0	691.00	426.50	0.5		1					
3,001 - 10,000	493.5	2,229.30						1,480.50	748.80		
> 10,000	32	995.25						96.00	224.00	675.25	
> 10,000 TFSP*	1	345.00						3.00	7.00	335.00	
Over											
Monthly Total	955	4,260.6	426.50	0.5	0	1	0	1,579.50	979.80	1,010.25	
Proposed Rates			$ 23.55	$ 58.88	$117.75	$ 188.40	$ 353.25	$ 7.85	$ 6.46	$ 5.06	
Monthly Revenues			$ 10,044.08	$ 29.44	$ -	$ 188.40	$ -	$ 12,399.08	$ 6,329.51	$ 5,111.87	**$ 34,102.36**
Annual Revenues			$120,528.90	$ 353.28	$ -	$ 2,260.80	$ -	$148,788.90	$ 75,954.10	$ 61,342.38	**$ 409,228.36**

* Average usage for Twin Falls State Park

Attachment No. 1 to Letter of Conditions
For: Ravencliff-McGraws-Saulsville PSD
Date:

RAVENCLIFF-MCGRAWS-SAULSVILLE PSD (W)
USE AND INCOME ANALYSIS
EXTENSION AREA (PHASE 1)

Blocking	Cust.	Gal/ Mo.	Minimum Bills 5/8"	1"	1-11/2"	2"	3"	FIRST 3,000	NEXT 7,000	OVER 10,000	TOTAL REVENUE
0 - 3,000											
3,001 - 10,000	347	1388						1041	347		
>10,000											
Monthly Total	347	1388	0	0	0	0	0	1041	347	0	
Proposed Rates			$ 23.55	$ 58.88	$ 117.75	$ 188.40	$ 353.25	$ 7.85	$ 6.46	$ 5.06	
Monthly Revenues			$ -	$ -	$ -	$ -	$ -	$ 8,171.85	$ 2,241.62		**$ 10,413.47**
Annual Revenues			$ -	$ -	$ -	$ -	$ -	$ 98,062.20	$ 26,899.44		**$ 124,961.64**

RAVENCLIFF-McGRAWS-SAULSVILLE (PH-1)
CASH FLOW ANALYSIS

OPERATING INCOME		
Metered Sales	$534,190	
Penalties	$ 13,771	
Other Income	$ 4,765	
TOTAL OPERATING INCOME		$ 552,726
NON OPERATING INCOME		
Interest income	$ 3,308	
TOTAL NON OPERATING INCOME		$ 3,308
TOTAL INCOME		**$ 556,034**
EXPENSES		
O & M	$313,334	
Plant Additions (1)	$ 22,241	
Taxes	$ 25,704	
TOTAL EXPENSES		$ 361,279
INCOME AVAILABLE FOR D/S (A)		**$ 194,755**
DEBT SERVICE		
Existing Bond P & I (B)	$108,974	
Proposed Bond P & I (2)	$ 63,505	
TOTAL DEBT SERVICE		**$ 172,479**
DEBT SERVICE RESERVE		
Debt Service Reserve	$ 16,596	
TOTAL DEBT SERVICE RESERVE		**$ 16,596**
SURPLUS (DEFICIT)		**$ 5,680**
DEBT COVERAGE (A/B)		$ 1.13

(1) Based on 4% of gross revenue and is defined as ongoing work to the system, as verified by historical financial data from the PSD.

(2) Based on a RUS loan of $1,114,000 @ 4.75% for a term of 38 years.

Attachment No. 2 to Letter of Conditions
For: Ravencliff-McGraws-Saulsville PSD
Date: August 19, 2002

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE
Water and Waste Processing Checklist

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
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) 1794	Applicant			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/ Attorney		HAVE	5
	Bonds or Notes Outstanding Debt	1	1780.33(e)	Applicant/ Attorney		HAVE	5
	Audit for last year of operation	1	1780.33(e)	Applicant/ Accountant		HAVE	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/ Engineer			6
Bulletin 1780-7 or other approved	Legal Services Agreement with Local Attorney	3	1780.39 (b)(2)	Applicant/ Attorney			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			3
	Processing Conference	1	1780.39(a)	RUS			3
	Environmental Report	2	1794	Applicant		HAVE	3
	Environmental Assessment	2	1794	RUS/ Engineer		HAVE	3
	FONSI/ Evidence of Publication	1	Exhibit 1 RUS 1794 News Ad	RUS/ Applicant		HAVE	3
Bulletins 1780-2 1780-3	Preliminary Engineering Report	2	1780.33(c)	Engineer		HAVE	6
	Staff Engineer PER Review	1	1780.33(c)	RUS		HAVE	3
	Bill Analysis for existing system(s)	2	1780.33(c)	Applicant/ Engineer		HAVE	8
	Projected Bill Analysis for New Users	2	1780.33(c)	Applicant/ Engineer		HAVE	8
	Statement reporting the total number of potential users		1780.33(c)	Applicant/ Engineer		HAVE	8
	Copy of Existing Rate Tariff	2	1780.33	Applicant		HAVE	8
	Applicant's IRS Tax Number(TIN)	1	1780.33(g)	Applicant		HAVE	3
	Agency Determination on the Availability of "Other Credit" with Documentation	1	1780.7(d)	RUS		HAVE	3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Documentation on Service Area	1	1780.11	RUS		HAVE	3
Bulletin 1780-1	Project Selection Criteria	2	1780.17	RUS		HAVE	3
Automated Form	Grant Determination	3	1780.35(b)	RUS		HAVE	2
	Letter of Conditions	7	1780.41 (a)(5)	RUS		HAVE	3
AD 1049	Certification Regarding Drug-Free Workplace	1	1780.33(h)	Applicant			5
	Minutes Adopting Drug-Free Workplace Program	1	LOC	Applicant			5
Exhibit A / A-1	Certifications Regarding Lobbying	2	1780.33(h)	Applicant			2
RD 1942-45	Project Summary	3	1780.41(a)	RUS		HAVE	1
RD 442-7	Operating Budget	3	1780.33(h)	Applicant			3
RD 1942-14	Project Fund Analysis	3	1780.41(a)	RUS		HAVE	2
RD 1940-1	Request for Obligation of Funds	4	1780.41(a)	RUS/ Applicant			2
Bulletin 1780-12	Association Water or Sewer System Grant Agreement	2	1780.45(c)	RUS/ Applicant			2
RD 1942-46	Letter of Intent to Meet Conditions	2	1780.41 (a)(6)	Applicant			3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
AD 1047	Certification Regarding Debarment (Primary)	1	1780.33(h)	Applicant			5
	Relationships/ Associations with Agency Employees	1	1780.1(f)	RUS			3
RD 1910-11	Applicant Certification, Federal Collect-ion Policies	1	1780.33(h)	Applicant			3
Bulletin 1780-27	Loan Resolution	1	1780.45 (a)(2)	Applicant			5
RD 400-1	Equal Opportunity Agreement	1	1901-E	Applicant			6
RD 400-4	Assurance Agreement	1	1901-E	Applicant			3
	Legal Services Agreement with Bond Counsel	1	1780.39 (b)(3)	Applicant/ Bond Counsel			5
	Agreement for Accounting Services	1	1780.39 (b)(2)	Applicant/ Accountant			5
	Water Users Agreement (Copy)	1	1780.39 (c)(3)	Applicant			5
	Evidence of users:						
	1. Map of Users with each identified by number	1	LOC	Applicant			Separate File
	2. List of Signed Users Numbered to Map	1	LOC	Applicant			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	3. List of Declination Statements Numbered to Map	1	LOC	Applicant			5
	4. Evidence of Tap Fees Being Paid	1	LOC	Applicant			5
	5. Having Users Agreements and Declination Statements Available		LOC	Applicant			
	6. Certification Relative to Existing Users	1	LOC	Applicant			5
	Verification of Users	1	1780.44(b)	RUS			3
	Accountant's Certification	1	LOC	Applicant/ Accountant			6
	RUS Review of Accounting Records	1	S.I. 1780-4 (1)(ii)	RUS			3
	Copy of PSC Rule 42 Exhibit	1	State	Attorney/ Accountant			3
Lender Agreement/ Bulletin	Interim Financing Documenta-						
	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
	Corps of Engineers Permit	1	1780.15(d)	Applicant			6
	Dept. of Health Approval	1	1780.15(d)	Engineer			6

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	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)	Applicant/ Attorney			Separate File
	Preliminary 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			2

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
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) 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
	OGC Closing Instructions	1	1780.44(h)	RUS			5
	S/O Closing Instructions	1	1780.44(h)	RUS			5
RD 1927-10	Final Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Bond Transcript Documents w/o Defeasance Provisions	3	1780.83	Bond Counsel			Separate File
RD 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

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
440-24	Fidelity Bond	1	1780.39(g)	Applicant			7
1924-16	Record of Pre-Construction Conference	1	1780.76(a)	RUS/ Engineer			6
AD 1048	Certification Regarding Debarment (Contractor)	1 each	1780.33(h)	All Appropriate Vendors			5
	OGC Final Opinion	1	1780.45(g)	RUS			5

IC-1
(11/01/04)

LOAN AGREEMENT

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

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
(95W-163a)

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

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

Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Conditions to Loan;
Issuance of Local Bonds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

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

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

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

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

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

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

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

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

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

(SEAL)

By: Bryce Phillips
Its: Chairman
Date: February 2, 2009

Attest:

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By:
Its: Executive Director
Date: February 2, 2009

Attest:

Diane L Roy
Its: Secretary-Treasurer

{C1469754.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

_____
(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least ___years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and my firm[1] has ascertained that all

[1]If another responsible party, such as the Issuer=s attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____,

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

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

[SEAL]

_____

By: _____
West Virginia License No. _____

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

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

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

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

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:	
Interest	$
Principal	$
Total:	$
Reserve Account:	$

Witness my signature this ___ day of_____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $1,586,000
Purchase Price of Local Bonds $1,586,000

The Local Bonds shall bear no interest. Commencing September 1, 2010, principal on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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

(i) Ravencliff-McGraws-Saulsville Water Revenue Bond, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000

(ii) Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000;

(iii) Ravencliff-McGraws-Saulsville Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000; and

(iv) Ravencliff-McGraws-Saulsville Water Revenue Bond, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000.

SCHEDULE Y
DEBT SERVICE SCHEDULE

Interest Rate; 40 Years from Closing D

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
9/1/10	10,299.		10,299.
12/1/10	10,299.		10,299.
3/1/11	10,299.		10,299.
6/1/11	10,299.		10,299.
9/1/11	10,299.		10,299.
12/1/11	10,299.		10,299.
3/1/12	10,299.		10,299.
6/1/12	10,299.		10,299.
9/1/12	10,299.		10,299.
12/1/12	10,299.		10,299.
3/1/13	10,299.		10,299.
6/1/13	10,299.		10,299.
9/1/13	10,299.		10,299.
12/1/13	10,299.		10,299.
3/1/14	10,299.		10,299.
6/1/14	10,299.		10,299.
9/1/14	10,299.		10,299.
12/1/14	10,299.		10,299.
3/1/15	10,299.		10,299.
6/1/15	10,299.		10,299.
9/1/15	10,299.		10,299.
12/1/15	10,299.		10,299.
3/1/16	10,299.		10,299.
6/1/16	10,299.		10,299.
9/1/16	10,299.		10,299.
12/1/16	10,299.		10,299.
3/1/17	10,299.		10,299.
6/1/17	10,299.		10,299.
9/1/17	10,299.		10,299.
12/1/17	10,299.		10,299.
3/1/18	10,299.		10,299.
6/1/18	10,299.		10,299.
9/1/18	10,299.		10,299.
12/1/18	10,299.		10,299.
3/1/19	10,299.		10,299.
6/1/19	10,299.		10,299.
9/1/19	10,299.		10,299.
12/1/19	10,299.		10,299.
3/1/20	10,299.		10,299.
6/1/20	10,299.		10,299.
9/1/20	10,299.		10,299.
12/1/20	10,299.		10,299.
3/1/21	10,299.		10,299.
6/1/21	10,299.		10,299.
9/1/21	10,299.		10,299.
12/1/21	10,299.		10,299.
3/1/22	10,299.		10,299.
6/1/22	10,299.		10,299.
9/1/22	10,299.		10,299.

Interest Rate; 40 Years from Closing D

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
12/1/22	10,299.		10,299.
3/1/23	10,299.		10,299.
6/1/23	10,299.		10,299.
9/1/23	10,299.		10,299.
12/1/23	10,299.		10,299.
3/1/24	10,299.		10,299.
6/1/24	10,299.		10,299.
9/1/24	10,299.		10,299.
12/1/24	10,299.		10,299.
3/1/25	10,299.		10,299.
6/1/25	10,299.		10,299.
9/1/25	10,299.		10,299.
12/1/25	10,299.		10,299.
3/1/26	10,299.		10,299.
6/1/26	10,299.		10,299.
9/1/26	10,299.		10,299.
12/1/26	10,299.		10,299.
3/1/27	10,299.		10,299.
6/1/27	10,299.		10,299.
9/1/27	10,299.		10,299.
12/1/27	10,299.		10,299.
3/1/28	10,299.		10,299.
6/1/28	10,299.		10,299.
9/1/28	10,299.		10,299.
12/1/28	10,299.		10,299.
3/1/29	10,299.		10,299.
6/1/29	10,299.		10,299.
9/1/29	10,299.		10,299.
12/1/29	10,299.		10,299.
3/1/30	10,299.		10,299.
6/1/30	10,299.		10,299.
9/1/30	10,299.		10,299.
12/1/30	10,299.		10,299.
3/1/31	10,299.		10,299.
6/1/31	10,299.		10,299.
9/1/31	10,299.		10,299.
12/1/31	10,299.		10,299.
3/1/32	10,299.		10,299.
6/1/32	10,299.		10,299.
9/1/32	10,299.		10,299.
12/1/32	10,299.		10,299.
3/1/33	10,299.		10,299.
6/1/33	10,299.		10,299.
9/1/33	10,299.		10,299.
12/1/33	10,299.		10,299.
3/1/34	10,299.		10,299.
6/1/34	10,299.		10,299.
9/1/34	10,299.		10,299.
12/1/34	10,299.		10,299.

Interest Rate; 40 Years from Closing D

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
3/1/35	10,299.		10,299.
6/1/35	10,299.		10,299.
9/1/35	10,299.		10,299.
12/1/35	10,299.		10,299.
3/1/36	10,299.		10,299.
6/1/36	10,299.		10,299.
9/1/36	10,299.		10,299.
12/1/36	10,299.		10,299.
3/1/37	10,299.		10,299.
6/1/37	10,299.		10,299.
9/1/37	10,298.		10,298.
12/1/37	10,298.		10,298.
3/1/38	10,298.		10,298.
6/1/38	10,298.		10,298.
9/1/38	10,298.		10,298.
12/1/38	10,298.		10,298.
3/1/39	10,298.		10,298.
6/1/39	10,298.		10,298.
9/1/39	10,298.		10,298.
12/1/39	10,298.		10,298.
3/1/40	10,298.		10,298.
6/1/40	10,298.		10,298.
9/1/40	10,298.		10,298.
12/1/40	10,298.		10,298.
3/1/41	10,298.		10,298.
6/1/41	10,298.		10,298.
9/1/41	10,298.		10,298.
12/1/41	10,298.		10,298.
3/1/42	10,298.		10,298.
6/1/42	10,298.		10,298.
9/1/42	10,298.		10,298.
12/1/42	10,298.		10,298.
3/1/43	10,298.		10,298.
6/1/43	10,298.		10,298.
9/1/43	10,298.		10,298.
12/1/43	10,298.		10,298.
3/1/44	10,298.		10,298.
6/1/44	10,298.		10,298.
9/1/44	10,298.		10,298.
12/1/44	10,298.		10,298.
3/1/45	10,298.		10,298.
6/1/45	10,298.		10,298.
9/1/45	10,298.		10,298.
12/1/45	10,298.		10,298.
3/1/46	10,298.		10,298.
6/1/46	10,298.		10,298.
9/1/46	10,298.		10,298.
12/1/46	10,298.		10,298.
3/1/47	10,298.		10,298.

Interest Rate; 40 Years from Closing D

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
6/1/47	10,298.		10,298.
9/1/47	10,298.		10,298.
12/1/47	10,298.		10,298.
3/1/48	10,298.		10,298.
6/1/48	10,298.		10,298.
9/1/48	10,298.		10,298.
12/1/48	10,298.		10,298.
	1,586,000.		1,586,000.

SCHEDULE Z

None.

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 08-0023-PWD-CN

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, WYOMING COUNTY, WEST VIRGINIA

Application for a certificate of convenience and necessity to construct water system facilities to provide water services to 190 potential customers in the Matheny area and 155 potential customers in the Jesse and Trough Fork areas of Wyoming County.

STATE OF WEST VIRGINIA

COUNTY OF CABELL, TO-WIT:

AFFIDAVIT

I, Rodman G. Lowe, CPA, after making an oath of affirmation to tell the truth, say that I have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 08-0023-PWD-CN, dated July 7, 2008 which approved the funding of a $1,000,000 ARC grant; a $1,750,000 USDA Rural Utilities Service ("RUS") grant; a $500,000 Infrastructure and Jobs Development Council ("IJDC") grant; a $1,114,000 RUS loan at 4.75% for 40 years and a $1,138,000 IJDC loan at 0% for 40 years, and based upon all the information that has been provided to me to date, I am of the opinion that the rates and charges for the District (i) are not affected by the additional $350,000 grant committed by the RUS and the additional $448,000 IJDC loan at 0% for 40 years committed to the Project to cover the costs of a bid overrun; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the loans.

This Affidavit is executed on the 21st day of January, 2009.

Rodman G. Lowe

Rodman G. Lowe, CPA

Taken, subscribed and sworn to before me this 21st day of January, 2009.

My commission expires 9-11-17

Jessica R. Rosenberg

Notary Public

[SEAL]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Jessica R. Rosenberg
9 Long Street
Winfield, WV 25213
My Commission Expires September 11, 2017

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
7/27/2008

Issued: July 7, 2008

CASE NO. 08-0023-PWD-CN

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
Application for a certificate of convenience and necessity to construct water system facilities to provide water service to 190 potential customers in the Matheny area and 155 potential customers in the Jesse and Trough Fork areas of Wyoming County.

RECOMMENDED DECISION

On January 8, 2008, the Ravencliff-McGraws-Saulsville Public Service District ("District" or "RMS PSD") filed with the Public Service Commission ("Commission"), pursuant to W.Va. Code §§16-13A-25 and 24-2-11, an application for a certificate of convenience and necessity ("CCN") to construct water system facilities to provide water service in Wyoming County to 190 existing customers of the Matheny Public Service District ("Matheny PSD" or "Matheny") and to 155 potential customers in the Jesse and Trough Fork areas who presently are not provided water service by any utility. The application explained that the "Matheny PSD service area is to be merged in with" the District. Supporting documentation was filed, including a completed Form No. 14 that described the project as construction of "water system facilities to provide water service to 190 existing customers in the Matheny area and 155 potential customers in the Jesse and Trough Fork areas of Wyoming County." The application also requested rate increases. Supporting documentation was attached.

Also on January 8, 2008, the Commission directed the District to publish a Notice of Filing, which, in its style, duplicated the language of the completed Form No. 14 and, therefore, did not refer to the Matheny PSD. The notice stated that, if no protest was filed within thirty days after the date of publication, the Commission might waive formal hearing and grant the application based upon its review of the evidence submitted with the application. The cover letter to the Notice of Filing explained the requirement of Rule 10.3.d of the Commission's Rules of Practice and Procedure that, when an application for a CCN requests a rate increase, each customer of the applicant be individually notified of the application and the requested rate increase.

On January 23, 2008, the Commission issued an Order pointing out that the project had been approved by the West Virginia Infrastructure and Jobs Development Council ("WVIJDC"). The

Commission referred this matter to the Division of Administrative Law Judges ("ALJ Division") for decision no later than August 5, 2008, if a timely protest was received, and no later than May 22, 2008, if no such protest was filed.

On January 24, 2008, Staff Attorney Ronald E. Robertson, Jr., filed an Initial Joint Staff Memorandum, with an attached memorandum from Lisa Bailey, of the Engineering Division, and Sue Stephenson, of the Water and Wastewater Division, explaining information that was needed for Staff's review. Mr. Robertson also filed copies of discovery requests he was serving on the District.

On February 12, 2008, the District filed its responses and attached documents.

On March 6, 2008, the District filed an affidavit of publication of the Notice of Filing on February 18 and 25, 2008, in The Wyoming County Report.

On March 11, 2008, the undersigned issued a Procedural Order that included the following discussion:

> The record indicates that the District has not provided individual notice to its customers, as required by Rule 10.3.d. Such will not be ordered at this time, however, because of a fundamental problem with this application: It supports that the District intends to provide water service to present customers of Matheny PSD but does not indicate that any action has been taken for the District to take over Matheny PSD or for the boundaries of Matheny PSD to be reduced or for the District to provide service to customers of Matheny PSD pursuant to an agreement between the District and Matheny PSD. The application also indicates that the District plans, upon completion of the project, to charge the 190 existing customers of Matheny PSD the District's rates. Quite simply, until legal action (which cannot be part of this case) has been completed to make those Matheny PSD customers the District's customers, the District cannot charge them its rates.

Staff was accordingly ordered to find out what procedures had been followed, if any, to resolve the problems and to file a memorandum explaining its findings no later than March 21, 2008.

On March 24, 2008, Mr. Robertson filed a Further Joint Staff Memorandum, with an attached memorandum from Ms. Bailey and Ms. Stephenson, reporting the following: In Case No. 06-0364-PWD-PC (2007), the Commission approved the merger of Matheny PSD into the District and the expansion of the District's boundaries to include the service area of Matheny PSD, contingent upon submission of "verification of bondholder approval of the merger[.]" Other actions by the District were also ordered. No verification has been filed. The District had advised Staff that it does not want to complete the takeover of Matheny PSD until an audit of Matheny PSD's finances has been completed. The Wyoming County Commission ("County Commission") will pay off any outstanding bonds that Matheny has and will proceed with the boundary acquisition once the financial status of Matheny has been verified. Staff recommended that it be provided an update on the status of the merger and the verification of bondholder approval within thirty days. Staff also requested an

extension of thirty days to file its final recommendation in this matter. Finally, Staff recommended that, if the information could not be provided within those thirty days, the District request a tolling of the statutory deadline for processing of this matter.

On March 26, 2008, the undersigned issued a Procedural Order that included the following discussion:

> Apparently the need for bondholder approval might be obviated by the Wyoming County Commission's paying off any debt of Matheny PSD. Also, the bondholder approval might be delayed but be granted prior to the beginning of construction of the project. The undersigned is therefore of the view that Staff should continue its review of this application, on the assumption that the contingency will be fulfilled. Staff will be ordered to file its final report in this matter no later than April 21, 2008, which is two weeks later than the date it would be due under Commission guidelines.
>
> Also on the assumption that the problem will be rectified, the District will be ordered to mail to each of its present customers and to each of the approximately 345 customers that the project will add to the District's customer base the attached Notice of Filing, which replaces the Notice of Filing of January 8, 2008.

Orders consistent with that discussion were entered, including that the mailing occur no later than April 14, 2008, and that the District file a statement certifying the mailing as soon as possible. The Notice of Filing included,

> Procedures for merging Matheny PSD into RMS PSD should be complete by the time construction of the project is finished, and the present customers of Matheny PSD would be billed the same rates as are the present customers of RMS PDS. In a rate case before the Commission, Case No. 07-2348-PWD-19A, Commission Staff recommended that RMS PSD be granted a 7.72% rate increase, and RMS PSD is requesting in this case that, upon completion of the project, a further rate increase become effective.[1]

On April 1, 2008, the District filed a letter stating that Matheny PSD had only one bond and that the County Commission was paying it off.

On April 9, 2008, the District filed an affidavit of publication of the original Notice of Filing on February 27, 2008, in the Independent Herald, published in Wyoming County.

On April 17, 2008, the District requested a thirty-day tolling of the statutory deadline and a thirty-day extension of the ALJ decision due date, and, on April 18, 2008, by Order, the Commission

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[1]The 7.72% rate increase became effective on May 29, 2008, pursuant to a Recommended Decision in Case No. 07-2348-PWD-19A that became final on that date.

granted the request for extensions. The statutory deadline was tolled until August 5, 2008, and the ALJ decision due date (if the application was not protested) was extended until June 23, 2008.

On April 24, 2008, the District filed a letter stating that, on that day, it was mailing the revised Notice of Filing that had been attached to the March 26, 2008 Procedural Order, as required by that order.

Also on April 24, 2008, Warren R. McGraw II entered his appearance as counsel for the District.

Between April 30 and May 14, 2008, six protest letters and one petition, signed by 131 individuals, were filed. No protestor objected to the project, although some protested the present customers' helping to pay for the construction of an extension to new customers. Otherwise, a rate increase was protested on the basis that the residents of the area cannot afford a rate increase. Finally, several letters alleged that the quality of the water supplied by the District is low, containing too much chlorine and sodium.

On May 2, 2008, the District filed an affidavit of publication of the revised Notice of Filing on April 9 and 16, 2008, in the Independent Herald.[2]

On May 16, 2008, the District filed a letter from the WVIJDC, stating that it had determined that the District "should utilize a $1,000,000 Appalachian Regional Commission grant, a $1,750,000 Rural Utility Service [("RUS")] grant, a $1,114,000 Rural Utilities Service loan, a $500,000 Infrastructure Fund grant and [that it had] voted to offer a revised binding commitment for an Infrastructure Fund loan of $1,138,000 (0%, 40 yrs) to finance this $5,502,000 project."

On May 19, 2008, the undersigned issued a Procedural Order requiring Staff to file its final memorandum no later than June 9, 2008; scheduling this matter for hearing at 12:30 p.m. on June 17, 2008, in the Magnolia Room, Twin Falls Resort State Park, Rt. 97, Saulsville, West Virginia; and requiring the District to publish an attached Notice of Hearing no earlier than June 1, 2008, and no later than June 14, 2008, and to file with the Commission an affidavit of such publication as soon as it became available.

Also on May 19, 2008, a petition was filed, signed by sixty-eight individuals, protesting the proposed rate increase on the basis that the District's customers cannot afford higher water bills.

On May 29, 2008, the County Commission filed a letter dated May 9, 2008, that it had sent to the Municipal Bond Commission stating that a check for $10,580 was enclosed, paying off the water bonds issued to Matheny. A copy of the check was attached.

On June 6, 2008, Ms. Robertson filed the Final Joint Staff Memorandum, with an attached memorandum from Ms. Bailey and Ms. Stephenson, which included the following information: The

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[2]The District published the notice sua sponte.

funding for the project, estimated to cost $5,502,000, is as stated in the letter from WVIJDC filed May 16, 2008. The RUS loan is payable over 40 years at an annual interest rate of 4.75%. Staff found the costs of the project to be reasonable. The estimated annual costs resulting from the project, including operation and maintenance, debt service and reserve requirements, is $221,329. Staff determined that the proposed 12.3% rate increase is appropriate to cover the increased costs; Staff also increased the District's leak adjustment rate from $0.88 to $1.47 per thousand gallons. The lines in the Matheny area are in poor condition; this project will replace 56% of them. Staff supports the action plan of this project that the District provide water service to the Matheny area. No water system serves the Jesse and Trough Fork areas; the residents are dependent on wells, cisterns, etc., and their water generally has unacceptable levels of iron and manganese. The District's treatment plant has adequate capacity to serve the new customers, but its settling basin is undersized for the present flow. The project will include installation of 66,320 linear feet of new two-inch to eight-inch linear feet of line, and construction of one water booster station, two water storage tanks, and a new settling basin. The project has been permitted, including Permit No. 17,678, issued by the West Virginia Office of Environmental Health Services ("Health Department") on September 6, 2007. Staff recommended that the application be granted and the project and its funding be approved. Staff had one concern: Although the County Commission had paid off Matheny's bond debt, Staff was uncertain whether all financial issues regarding the merger of Matheny with the District had been resolved.

The hearing was held as scheduled. Mr. McGraw appeared on behalf of the District and Mr. Robertson appeared on behalf of Staff. No protestant appeared. (Tr. 7). Michael McGraw, a member of the board of the District, testified that the notice of hearing had been published, but the affidavit of publication had not been received by the District; he would file it with the Commission as soon as it was received. (Tr. 8-10). He also testified that, before Matheny can be formally taken over by the District, the District needs approval by its only bondholder, RUS. (Tr. 12, 17). He and Attorney McGraw stated for the record that the District and the County Commission are working as expeditiously as possible to complete the procedures needed for the merger. (Tr. 16, 17). Attorney McGraw also stipulated to the District's agreement with Staff's recommendations. (Tr. 10). Board member McGraw clarified that the Matheny customers will continue to pay the Matheny rates until the project is completed; after completion, they and the present customers of the District will pay the rates approved in this matter. (Tr. 12). The undersigned queried whether her recommended decision should contain an order regarding the rates for the Matheny customers, and Mr. Robertson indicated that an order should be entered that would cover all contingencies, although Board member McGraw assured the undersigned that the final procedures for the takeover will be completed by the time the project is completed. (Tr. 13). He also clarified that the Matheny customers were sent the notice, as required by the March 26th order. (Tr. 12-15). The Final Joint Staff Memorandum was entered into the record as Staff Exhibit 1.

The transcript was filed on June 30, 2008.

On July 3, 2008, the District filed the affidavit of publication of the Notice of Hearing on June 11, 2008, in the Independent Herald.

On July 7, 2008, a copy of the Health Department permit was filed.

DISCUSSION

The project, its funding, and the proposed and recommended rate increase will be approved. The only protests that were filed objected to the rate increase on the basis that the District's customers cannot afford it. The District is a nonprofit organization, dependent on its customers for payment of its expenses. A high level of the cost of the project, almost sixty percent, will be paid for by grants. Had the District been unable to procure that level of grant funding, instead financing the project primarily with loans, the rate increase would be higher.

FINDINGS OF FACT

1. On January 8, 2008, the Ravencliff-McGraws-Saulsville Public Service District filed with the Public Service Commission an application for a certificate of convenience and necessity to construct water system facilities to provide water service in Wyoming County to 155 potential customers in the Jesse and Trough Fork areas (who presently are not provided water service by any utility) and to 190 existing customers of the Matheny Public Service District. (See application, as amended).

2. In Wyoming County Commission, Case No. 06-0364-PWD-PC (2007), the Commission approved the enlargement of the boundaries of the District and the merger of Matheny Public Service District into the District, contingent upon the submission of "bondholder approval" of the merger. (See decision issued February 14, 2007).

3. The Wyoming County Commission paid off the only outstanding bond of Matheny. The approval by the only bondholder of the District, the Rural Utilities Service, was outstanding in June 2008, but the District is certain that RUS will grant its approval prior to completion of the project. (See Further Joint Staff Memorandum filed March 24, 2008; filings of April 1 and May 29, 2008; Tr. 13, 17).

4. The District mailed to each of its present customers and to each of the approximately 345 customers that the project will add to the District's customer base a revised Notice of Filing. The District also caused said notice to be published on April 9 and 16, 2008, in the Independent Herald, published in Wyoming County. (See filings of April 24 and May 2, 2008).

5. Within the protest period six protest letters and one petition, signed by 131 individuals, were filed. (See filings of April 30 through May 14, 2008.)

6. The District published a Notice of Hearing on July 11, 2008, in the Independent Herald, and no protestant appeared at the hearing held on June 17, 2008. (See Tr. 7-10; filing of July 3, 2008).

7. The project has been approved by the West Virginia Infrastructure and Jobs Development Council. (See application; January 23, 2008 Commission Order; Staff Exhibit 1).

8. The project has been permitted, including Permit No. 17,678, issued by the West Virginia Office of Environmental Health Services on September 6, 2007. (See Staff Exhibit 1; filing of July 7, 2008).

9. The project will include installation of 66,320 linear feet of new two-inch to eight-inch linear feet of line, replacing 56% of the lines in the Matheny area, and construction of one water booster station, two water storage tanks, and a new settling basin. (See application; Staff Exhibit 1).

10. The lines in the Matheny area are in poor condition and no water system serves the Jesse and Trough Fork areas; the residents are dependent on wells, cisterns, etc., and their water generally has unacceptable levels of iron and manganese. The District's treatment plant has adequate capacity to serve the new customers, but its present settling basin is undersized for the present flow. (See Staff Exhibit 1).

11. The funding for the project, estimated to cost $5,502,000, is a $1,000,000 Appalachian Regional Commission grant; a $1,750,000 RUS grant; a $500,000 WVIJDC grant; a $1,138,000 WVIJDC loan, payable over forty years at a 0% annual interest rate; and a $1,114,000 Rural Utility Service loan, payable over 40 years at an annual interest rate of 4.75%. (See application; May 16, 2008 filing; Staff Exhibit 1).

12. The costs of the project are reasonable. (See Staff Exhibit 1).

13. Staff recommended that the application be granted and the project and its funding be approved. (See Staff Exhibit 1).

14. The estimated annual costs resulting from the project, including operation and maintenance, debt service and reserve requirements is $221,329. Staff determined that the proposed 12.3% rate increase, as reflected in Appendix A hereto, is appropriate to cover the increased costs; Staff also increased the District's leak adjustment rate from $0.88 to $1.47 per thousand gallons. (See Staff Exhibit 1).

CONCLUSIONS OF LAW

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

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

3. It is appropriate to approve the proposed and Staff-recommended rates, as provided in Appendix A hereto, because they are reasonable and necessary, and no protestant appeared at the hearing. It is appropriate to order that they become effective for the present customers of the District upon completion of the project and that they become effective for the present customers of Matheny Public Service District upon completion of the project, contingent upon completion of all procedures for the takeover of Matheny Public Service District by the District.

ORDER

IT IS, THEREFORE, ORDERED that the application filed on January 8, 2008, by Ravencliff-McGraws-Saulsville Public Service District for a certificate of convenience and necessity to construct water system facilities to provide water service to 190 potential customers presently customers of Matheny Public Service and to 155 potential customers in the Jesse and Trough Fork areas of Wyoming County is granted and the project approved.

IT IS FURTHER ORDERED that the funding for the project, consisting of grants in the amounts of $1,000,000 from the Appalachian Regional Commission, $1,750,000 from RUS, and $500,000 from WVIJDC, and loans in the amounts of $1,114,000 from RUS, at an interest rate of 4.75% for a term of 40 years, and $1,138,000 from WVIJDC, at an interest rate of 0% and a term of 40 years, is approved.

IT IS FURTHER ORDERED that the rates and charges, as provided in Appendix A attached hereto, are approved, to become effective for the present customers of the District and the new customers in the Trough Fork and Jesse areas of Wyoming County, upon completion of the project and for the present customers of Matheny Public Service District upon completion of the project, contingent upon completion of all procedures for the takeover of Matheny Public Service District by the District.

IT IS FURTHER ORDERED that, if there is any change in the cost of the project, estimated at $5,502,000, which affects rates, or in the scope, design or funding of the project, Ravencliff-McGraws-Saulsville Public Service District file a petition with the Commission for approval of such revisions.

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

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

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

IT IS FURTHER ORDERED that Ravencliff-McGraws-Saulsville Public Service District notify the Commission when its engineer has performed the substantial completion inspection.

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

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

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

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

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

Sunya Anderson
Administrative Law Judge

SA:s
080023ac.wpd

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
CASE NO. 08-0023-PWD-CN

APPROVED TARIFF

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

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

RATES (customers with metered water supply)

First	3,000 gallons used per month	$10.98 per 1,000 gallons
Next	7,000 gallons used per month	$ 9.04 per 1,000 gallons
All Over	10,000 gallons used per month	$ 7.06 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following based on meter size:.

5/8	inch meter	$ 32.94 per month
3/4	inch meter	$ 49.41 per month
1	inch meter	$ 82.35 per month
1-1/2	inch meter	$ 164.70 per month
2	inch meter	$ 263.52 per month
3	inch meter	$ 494.10 per month
4	inch meter	$ 823.50 per month
6	inch meter	$1,647.00 per month
8	inch meter	$2,635.20 per month

DELAYED PAYMENT PENALTY

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

TAP FEE

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

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

RECONNECTION CHARGE - $20

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

LEAK ADJUSTMENT INCREMENT

$1.47 per 1,000 gallon is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

RETURNED CHECK CHARGE

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

WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Joe Manchin, III
Chairman

Kenneth Lowe, Jr.
Public Member

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Barbara J. Pauley
Administrative Secretary

January 16, 2009

Bryce Phillips, Chairman
Ravencliff-McGraws-Sausville PSD
P.O. Box 217
McGraws, West Virginia 25875

Re: Binding Commitment (Revision No. 2)
Water Project 95W-163a
Action Required by January 29, 2009

Dear Mr. Phillips:

As a result of bids, the West Virginia Infrastructure and Jobs Development Council, at its January 7, 2009 meeting, determined that the Ravencliff-McGraws-Saulsville Public Service District (District) should utilize a $1,000,000 Appalachian Regional Commission grant, a $1,750,000 Rural Utility Service grant, a $1,114,000 Rural Utility Service loan, a $500,000 Infrastructure Fund grant, a $1,138,000 Infrastructure Fund loan (0%, 40 yrs) and should pursue a $350,000 Rural Utilities Service grant and receive a binding commitment for a $448,000 Infrastructure Fund loan (0%, 40 years) to finance this $6,300,000 project. This project consists of constructing water system facilities to provide water service to the Matheny, Jesse and Trough Fork areas of Wyoming County.

The July 23, 2008 revised binding commitment letter is herby modified as shown on the attached Schedule A.

All other stipulations of the July 23, 2008 revised binding commitment remain in force. Should you have any questions please contact the Council at 304-558-4607.

Sincerely,

Kenneth Lowe, Jr.

cc: Robert Decrease, P.E., BPH (via e-mail)
Region 1 Planning & Development Council
Robert Hazelwood, P.E., Pentree Inc.
Tracey Rowan, RUS

300 Summers Street, Suite 980 • Charleston, WV 25301 • Phone (304) 558-4607 • Fax (304) 558-4609

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

Ravencliff-McGraws-Saulsville
Public Service District

By: Bryce P Phillips
Its: Chairman

Date: 1-22-09

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Ravencliff-McGraws-Saulsville
Public Service District
Water Project 95W-163a
January 16, 2009

SCHEDULE A

A. Approximate Amount: $448,000 Additional Loan

B. Loan: $448,000

1. Maturity Date: 40 years from date of closing

2. Interest Rate: 0%

3. Loan Advancement Date(s): Monthly, upon receipt of proper requisition

4. Debt Service Commencement: The first quarter following completion of construction, which date must be identified prior to closing.

5. Reserve & Coverage
   A. Reserve requirements One year's annual debt service
   OR
   Funding one year's annual debt service over the first ten years.

   B. Coverage 115% unless reserve fund is fully funded then coverage is 110%.

6. Special Conditions None

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

D. Other Funding:

RUS loan	$1,114,000
RUS grant	1,750,000
ARC grant	1,000,000
RUS grant	350,000
IJDC grant	500,000
IJDC loan	1,138,000

E. Total Project Cost: $6,300,000

West Virginia Infrastructure & Jobs Development Council

Public Members:
Mark Prince, Chairman
Hurricane
Dwight Calhoun, Vice Chairman
Petersburg
C. R. "Rennie" Hill, III
Beckley
Tim Stranko
Morgantown

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

August 30, 2004

Bryce Phillips, Chairman
Ravencliff-McGraws-Saulsville
Public Service District
P.O. Box 217
McGraws, West Virginia 25875

Re: Ravencliff-McGraws-Saulsville Public Service District
Water Project 95W-163a

Dear Mr. Phillips:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund grant of approximately $500,000 (the "Grant") to the Ravencliff-McGraws-Saulsville Public Service District (the "District") for above referenced water project (the "Project"). The Grant will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Grant amount will be established after the District has received acceptable bids for the Project. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Grant upon the District's compliance with the program requirements.

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

a. Submit Plans & Specifications to the Bureau for Public Health no later than October 1, 2005
b. File Certificate Case with the Public Service Commission no later than January 1, 2006; and
c. Advertise for bids no later than October 15, 2006
(The District must receive authority from the Infrastructure Council before bidding the project.)

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

If the District becomes aware that it will not meet one or more of the above schedule dates, the District should immediately notify the Infrastructure Council of this fact and the circumstances which have

caused or will cause the District to be unable to meet the schedule. In addition, please immediately notify the Infrastructure Council if any of the other dates on the attached schedule have or will not be met.

The Infrastructure Council will enter into a Grant agreement with the District following receipt of the completed Schedule B, a final, nonappealable order from the Public Service Commission authorizing construction and financing of the Project; evidence of 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 Katy Mallory at the above-referenced telephone number.

Sincerely,

Mark Prince

MP/km
Attachments
cc: Samme Gee, Esq., Jackson & Kelly
Bob Hazelwood, Pentree
Randy Plum, RUS

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

Ravencliff-McGraws-Saulsville
Public Service District

By: Bryce Phillips

Its: Chairman

Date: 9/2/04

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Ravencliff-McGraws-Saulsville
Public Service District
Water Project 95W-163a
August 30, 2004

SCHEDULE A

A. Approximate Amount: $ 500,000 Grant

B. Grant: $ 500,000

1. Grant Advancement Date(s) Monthly, upon receipt of proper requisition

2. Special Conditions: None

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

C. Other Funding:

RUS loan	$ 1,064,000
RUS grant	1,800,000
ARC grant	1,000,000

D. Total Project Cost: $ 4,363,000

Project Schedule

		Funding:	Amount
Project:	Ravencliff McGraws	IJDC grant	$ 500,000
	Saulsville PSD	ARC grant	1,000,000
County:	Wyoming	RUS loan	1,064,000
Project Number:	95W-163a	RUS grant	1,800,000
		Total Project:	$4,364,000

Action	Responsible Party	Start	Completion
Engineering Agreement (E/A)	District / Pentree	August 15, 2004	September 2, 2004
PSC approval of E/A	PSC	September 2, 2004	November 1, 2004
Prepare & Submit Plans & Specs to BPH	Pentree	November 1, 2004	October 1, 2005
Plans & Specs. Review & Approval (60 days)	BPH	October 1, 2005	December 1, 2005
Prepare & submit permit applications	Pentree		October 1, 2005 Feb 1, 2006 (NPDES)
PSC order for boundary adjustment and merger of Matheny PSD	PSC	file at PSC by January 1, 2005	November 1, 2005
Prepare Rule 42	Accountant	September 1, 2005	November 1, 2005
Pre file with the PSC (30 days)	Attorney		November 15, 2005
File Certificate Case with PSC	Attorney		January 1, 2006
Review & Approve PSC Certificate (7 months)	PSC	January 1, 2006	August 1, 2006
Rights-of-way, Easements & Land Acquisition	Attorney		April 1, 2006
Authority to Advertise	IJDC & RUS		June 1, 2006
Advertise for Bids (30 days)	PSD / Pentree	September 15, 2005	October 15, 2006
Bid Opening (90 days)	PSD / Pentree		October 15, 2006
Loan Closing	Steptoe & Johnson		January 15, 2006
Start Construction (9 months)	Contractors	March 2007	December 2007

Regular meeting - 1st Thursday

8/30/2004

West Virginia Infrastructure & Jobs Development Council

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

PUBLIC SERVICE COMMISSION
WATER & WASTEWATER DIVISION

MAY 1 2 2008

RECEIVED

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

May 9, 2008

Case # 08-0023-PWD-CN

Bryce Phillips, Chairman
Ravencliff-McGraws-Saulsville
Public Service District
P.O. Box 217
McGraws, West Virginia 25870

Re: Ravencliff-McGraws-Saulsville Public Service District
Water Project 95W-163a (Phase I)

Dear Mr. Phillips:

The West Virginia Infrastructure and Jobs Development Council, at its May 7, 2008 meeting, determined that the Ravencliff-McGraws-Saulsville Public Service District (the "District") should utilize a $1,000,000 Appalachian Regional Commission grant, a $1,750,000 Rural Utility Service grant, a $1,114,000 Rural Utility Service loan, a $500,000 Infrastructure Fund grant and voted to offer a revised binding commitment for an Infrastructure Fund loan of 1,138,000 (0%, 40 yrs) to finance this $5,502,000 project. This project consists of constructing water system facilities to provide water service to the Matheny, Jesse and Trough Fork areas of Wyoming County.

In order to receive the proposed revised binding commitment the District must adhere to a certain project schedule. Please contact Jeff Brady at 558-4607 by **June 30, 2008** to establish the necessary schedule and finalize the proposed revised binding commitment.

Sincerely,

Kenneth Lowe, Jr.

RECEIVED
2008 MAY 16 AM 11 14
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

Enclosure
cc: Bob DeCrease, P.E., BPH (w/o enclosure)
Debbie Legg, WVDO (w/o enclosure)
David Acord, PSC (w/o enclosure)
Stephen Wetherbee, RUS
Region I Planning & Development Council
Bob Hazelwood, P.E., Pentree, Inc.

RAVENCLILFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture)

RECEIPT FOR SERIES 2009 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 2nd day of February, 2009, at McGraws, West Virginia, the undersigned received for the Purchaser the Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), No. AR-1 (the "Series 2009 A Bonds"), issued as a single, fully registered Bond, in the principal amount of $1,114,000, dated the date hereof, bearing interest at the rate of 4.75% per annum, payable in monthly installments as stated in the Bond. The Series 2009 A Bonds represent the entire above captioned Bond issue.

2. At the time of such receipt, the Series 2009 A Bonds had been executed and sealed by the designated officials of the Public Service Board of Ravencliff-McGraws-Saulsville Public Service District (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of $382,324, being a portion of the principal amount of the Series 2009 A Bonds. The balance of the principal amount of the Series 2009 A Bonds will be advanced by the Purchaser to the Issuer as acquisition and construction of the Project progresses.

WITNESS my signature on this 2nd day of February, 2009.

Teresa A. Miller
Authorized Representative

01.26.09
738680.00001

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

CROSS-RECEIPT FOR SERIES 2009 B BONDS AND BOND PROCEEDS

On this 2nd day of February, 2009, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of the Public Service Board of Ravencliff-McGraws-Saulsville 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 Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), issued in the principal amount of $1,586,000, as a single, fully registered Bond, numbered BR-1 and dated February 2, 2009 (the "Series 2009 B Bonds").

2. At the time of such receipt of the Series 2009 B Bonds upon original issuance, the Series 2009 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 2009 B Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2009 B Bonds, of $10,500, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

Authorized Representative

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

Bryce Phillips

Chairman

01.26.09
738680.00001

CH4901025.1

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

DIRECTION TO AUTHENTICATE AND DELIVER SERIES 2009 B BONDS

The Huntington National Bank, as
Bond Registrar for the Series 2009 B Bonds
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 2nd day of February, 2009.

(1) Bond No. BR-1, constituting the entire original issue of the Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the principal amount of $1,586,000, dated February 2, 2009 (the "Series 2009 B Bonds"), executed by the Chairman and Secretary of Ravencliff-McGraws-Saulsville 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 January 29, 2009, and a Supplemental Resolution duly adopted by the Issuer on January 29, 2009 (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 February 2, 2009 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"); and

(4) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2009 B Bonds.

You are hereby requested and authorized to deliver the Series 2009 B Bonds to the Authority upon payment to the Issuer of the sum of $10,500, representing a portion of the principal amount of the Series 2009 B Bonds. Prior to such delivery of the Series 2009 B Bonds, you will please cause the Series 2009 B Bonds to be authenticated and registered by an authorized officer, as Bond Registrar for the Series 2009 B Bonds, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

Bryce P. Phillips
Chairman

01.26.09
738680.00001

CH4917381.1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2009 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

No. AR-1 Date: February 2, 2009

FOR VALUE RECEIVED, RAVENCLIFF-MCGRAWS-SAULSVILLE 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 ONE HUNDRED AND FOURTEEN THOUSAND DOLLARS ($1,114,000), 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 this Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $5,292, 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 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

January 29, 2009, and a Supplemental Resolution of the Borrower duly adopted on January 29, 2009, 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, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S (1) WATER REVENUE BONDS, SERIES 1994, DATED NOVEMBER 1, 1994, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $290,000 (THE "SERIES 1994 BONDS"); (2) WATER REVENUE BONDS, SERIES 1992, DATED NOVEMBER 5, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $61,000 (THE "SERIES 1992 BONDS"); (3) WATER REVENUE BONDS, SERIES 1988, DATED SEPTEMBER 1, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $356,000 (THE "SERIES 1988 BONDS"); (4) WATER REVENUE BONDS, SERIES 1997, DATED AUGUST 20, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,021,000; ALL HELD BY THE PURCHASER (COLLECTIVELY, THE "PRIOR BONDS"); AND (5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JANUARY 29, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,586,000.

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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, RAVENCLIFF-MCGRAWS-SAULSVILLE 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.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT
(Name of Borrower)

SPECIMEN

[CORPORATE SEAL]

Bryce Phillips
Chairman:

P.O. Box 217
(P.O. Box No. or Street Address)

McGraws , West Virginia 25875
(City, State and Zip Code)

ATTEST:

SPECIMEN

Mike Smith
Secretary:

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $382,324	February 2, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to 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 Borrower with full power of substitution in the premises.

Dated: _____, 20___.

_____

In presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $1,586,000

KNOW ALL MEN BY THESE PRESENTS: That on the 2nd day of February, 2009, RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, a public service district and public corporation and political subdivision of the State of West Virginia in Wyoming 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 ONE MILLION FIVE HUNDRED EIGHTY SIX THOUSAND DOLLARS ($1,586,000), 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 September 1, 2010, to and including December 1, 2048, 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 February 2, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further 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 January 29, 2009, and a Supplemental Resolution duly adopted by the Issuer on January 29, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and

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

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S (1) WATER REVENUE BONDS, SERIES 1994, DATED NOVEMBER 1, 1994, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $290,000 (THE "SERIES 1994 BONDS"); (2) WATER REVENUE BONDS, SERIES 1992, DATED NOVEMBER 5, 1992, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $61,000 (THE "SERIES 1992 BONDS"); (3) WATER REVENUE BONDS, SERIES 1988, DATED SEPTEMBER 1, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $356,000 (THE "SERIES 1988 BONDS"); AND (4) WATER REVENUE BONDS, SERIES 1997, DATED AUGUST 20, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,021,000 (THE "SERIES 1997 BONDS"); ALL HELD BY THE PURCHASER (COLLECTIVELY, THE "PRIOR BONDS"); AND (5) WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED FEBRUARY 2, 2009, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,114,000 (THE "SERIES 2009 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2009 A Bonds and the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and 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 2009 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2009 A Bonds, and the Prior Bonds; provided however, that so long as there exists in the Series 2009 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2009 A Bonds, and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, RAVENCLIFF-MCGRAWS-SAULSVILLE 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

CH5079212.1

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: February 2, 2009

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $ 10,500	February 2, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Ravencliff-McGraws-Saulsville PSD

ı% Interest Rate; 40 Years from Closing Dat

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
9/1/2010	10,299.		10,299.
12/1/2010	10,299.		10,299.
3/1/2011	10,299.		10,299.
6/1/2011	10,299.		10,299.
9/1/2011	10,299.		10,299.
12/1/2011	10,299.		10,299.
3/1/2012	10,299.		10,299.
6/1/2012	10,299.		10,299.
9/1/2012	10,299.		10,299.
12/1/2012	10,299.		10,299.
3/1/2013	10,299.		10,299.
6/1/2013	10,299.		10,299.
9/1/2013	10,299.		10,299.
12/1/2013	10,299.		10,299.
3/1/2014	10,299.		10,299.
6/1/2014	10,299.		10,299.
9/1/2014	10,299.		10,299.
12/1/2014	10,299.		10,299.
3/1/2015	10,299.		10,299.
6/1/2015	10,299.		10,299.
9/1/2015	10,299.		10,299.
12/1/2015	10,299.		10,299.
3/1/2016	10,299.		10,299.
6/1/2016	10,299.		10,299.
9/1/2016	10,299.		10,299.
12/1/2016	10,299.		10,299.
3/1/2017	10,299.		10,299.
6/1/2017	10,299.		10,299.
9/1/2017	10,299.		10,299.
12/1/2017	10,299.		10,299.
3/1/2018	10,299.		10,299.
6/1/2018	10,299.		10,299.
9/1/2018	10,299.		10,299.
12/1/2018	10,299.		10,299.
3/1/2019	10,299.		10,299.
6/1/2019	10,299.		10,299.
9/1/2019	10,299.		10,299.
12/1/2019	10,299.		10,299.
3/1/2020	10,299.		10,299.
6/1/2020	10,299.		10,299.
9/1/2020	10,299.		10,299.
12/1/2020	10,299.		10,299.
3/1/2021	10,299.		10,299.
6/1/2021	10,299.		10,299.
9/1/2021	10,299.		10,299.
12/1/2021	10,299.		10,299.
3/1/2022	10,299.		10,299.
6/1/2022	10,299.		10,299.
9/1/2022	10,299.		10,299.

BOND DEBT SERVICE

Ravencliff-McGraws-Saulsville PSD

1% Interest Rate; 40 Years from Closing Dat

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
12/1/2022	10,299.		10,299.
3/1/2023	10,299.		10,299.
6/1/2023	10,299.		10,299.
9/1/2023	10,299.		10,299.
12/1/2023	10,299.		10,299.
3/1/2024	10,299.		10,299.
6/1/2024	10,299.		10,299.
9/1/2024	10,299.		10,299.
12/1/2024	10,299.		10,299.
3/1/2025	10,299.		10,299.
6/1/2025	10,299.		10,299.
9/1/2025	10,299.		10,299.
12/1/2025	10,299.		10,299.
3/1/2026	10,299.		10,299.
6/1/2026	10,299.		10,299.
9/1/2026	10,299.		10,299.
12/1/2026	10,299.		10,299.
3/1/2027	10,299.		10,299.
6/1/2027	10,299.		10,299.
9/1/2027	10,299.		10,299.
12/1/2027	10,299.		10,299.
3/1/2028	10,299.		10,299.
6/1/2028	10,299.		10,299.
9/1/2028	10,299.		10,299.
12/1/2028	10,299.		10,299.
3/1/2029	10,299.		10,299.
6/1/2029	10,299.		10,299.
9/1/2029	10,299.		10,299.
12/1/2029	10,299.		10,299.
3/1/2030	10,299.		10,299.
6/1/2030	10,299.		10,299.
9/1/2030	10,299.		10,299.
12/1/2030	10,299.		10,299.
3/1/2031	10,299.		10,299.
6/1/2031	10,299.		10,299.
9/1/2031	10,299.		10,299.
12/1/2031	10,299.		10,299.
3/1/2032	10,299.		10,299.
6/1/2032	10,299.		10,299.
9/1/2032	10,299.		10,299.
12/1/2032	10,299.		10,299.
3/1/2033	10,299.		10,299.
6/1/2033	10,299.		10,299.
9/1/2033	10,299.		10,299.
12/1/2033	10,299.		10,299.
3/1/2034	10,299.		10,299.
6/1/2034	10,299.		10,299.
9/1/2034	10,299.		10,299.
12/1/2034	10,299.		10,299.

BOND DEBT SERVICE
Ravencliff-McGraws-Saulsville PSD
'% Interest Rate; 40 Years from Closing Dat
Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
3/1/2035	10,299.		10,299.
6/1/2035	10,299.		10,299.
9/1/2035	10,299.		10,299.
12/1/2035	10,299.		10,299.
3/1/2036	10,299.		10,299.
6/1/2036	10,299.		10,299.
9/1/2036	10,299.		10,299.
12/1/2036	10,299.		10,299.
3/1/2037	10,299.		10,299.
6/1/2037	10,299.		10,299.
9/1/2037	10,298.		10,298.
12/1/2037	10,298.		10,298.
3/1/2038	10,298.		10,298.
6/1/2038	10,298.		10,298.
9/1/2038	10,298.		10,298.
12/1/2038	10,298.		10,298.
3/1/2039	10,298.		10,298.
6/1/2039	10,298.		10,298.
9/1/2039	10,298.		10,298.
12/1/2039	10,298.		10,298.
3/1/2040	10,298.		10,298.
6/1/2040	10,298.		10,298.
9/1/2040	10,298.		10,298.
12/1/2040	10,298.		10,298.
3/1/2041	10,298.		10,298.
6/1/2041	10,298.		10,298.
9/1/2041	10,298.		10,298.
12/1/2041	10,298.		10,298.
3/1/2042	10,298.		10,298.
6/1/2042	10,298.		10,298.
9/1/2042	10,298.		10,298.
12/1/2042	10,298.		10,298.
3/1/2043	10,298.		10,298.
6/1/2043	10,298.		10,298.
9/1/2043	10,298.		10,298.
12/1/2043	10,298.		10,298.
3/1/2044	10,298.		10,298.
6/1/2044	10,298.		10,298.
9/1/2044	10,298.		10,298.
12/1/2044	10,298.		10,298.
3/1/2045	10,298.		10,298.
6/1/2045	10,298.		10,298.
9/1/2045	10,298.		10,298.
12/1/2045	10,298.		10,298.
3/1/2046	10,298.		10,298.
6/1/2046	10,298.		10,298.
9/1/2046	10,298.		10,298.
12/1/2046	10,298.		10,298.
3/1/2047	10,298.		10,298.

BOND DEBT SERVICE

Ravencliff-McGraws-Saulsville PSD

1% Interest Rate; 40 Years from Closing Dat

Closing Date: February 2, 2009

Period Ending	Principal	Interest	Debt Service
6/1/2047	10,298.		10,298.
9/1/2047	10,298.		10,298.
12/1/2047	10,298.		10,298.
3/1/2048	10,298.		10,298.
6/1/2048	10,298.		10,298.
9/1/2048	10,298.		10,298.
12/1/2048	10,298.		10,298.
	1,586,000.		1,586,000.

(Form of)

ASSIGNMENT

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

Dated: _____, 20___.

_____

In the presence of:

_____

SPECIMEN

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2009 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

$1,114,000

REGISTRATION BOOKS

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

Bond No.	Date of Registration	In Whose Name Registered	Signature of Secretary of Registrar
AR-1	February 2, 2009	United States Department of Agriculture	

01.26.09
738680.00001

STEPTOE & JOHNSON PLLC
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Writer's Contact Information

February 2, 2009

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture)

Ravencliff-McGraws-Saulsville Public Service District
McGraws, 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 Ravencliff-McGraws-Saulsville Public Service District in Wyoming County, West Virginia (the "Issuer"), of its $1,114,000 Water Revenue Bonds, Series 2009 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 January 29, 2009, and a Supplemental Resolution duly adopted by the Issuer on January 29, 2009 (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: (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate

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principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); all held by the Purchaser (collectively, the "Prior Bonds"); and (v) Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated January 29, 2009, issued concurrently herewith in the original aggregate principal amount of $1,586,000.

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

01.29.09
738680.00001

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Writer's Contact Information

February 2, 2009

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Ravencliff-McGraws-Saulsville Public Service District
McGraws, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Ravencliff-McGraws-Saulsville 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 $1,586,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated February 2, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including December 1, 2048, 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

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Huntington, WV • Columbus, OH

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construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on January 29, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on January 29, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

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

2. The Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer, enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the Council and cannot be amended 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 Issuer's: (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); all held by the Purchaser (collectively, the "Prior Bonds"); and (v) Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated February 2, 2009,

issued concurrently herewith in the original aggregate principal amount of $1,114,000, all in accordance with the terms of the Bonds and the Bond Legislation.

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,

STEPTOE & JOHNSON PLLC

01.26.09
738680.00001

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February 2, 2009

Opinion of Counsel to Issuer for 2009 A Bonds

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture)

Ravencliff-McGraws-Saulsville Public Service District
McGraws, West Virginia

United States Department of Agriculture
Beckley, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Ravencliff-McGraws-Saulsville Public Service District, a public service district in Wyoming County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson, as bond counsel, a resolution of the Issuer duly adopted January 29, 2009 and a supplemental resolution of the Issuer duly adopted on January 29, 2009, (collectively, the "Resolution"), 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 Wyoming County relating to the creation of the Issuer and the appointment of members of the Public Service Board of the Issuer. All capitalized terms used in the Resolution and not otherwise defined herein shall have the same meanings as defined in the Resolution when used herein.

We are of the opinion that:

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

2. The 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.
3. The Resolution 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 Resolution, 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. 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 Wyoming County and the Public Service Commission of West Virginia, and the Issuer has taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Bonds and related matters, as required under Chapter 16, Article 13A, Section 25 of the West Virginia Code of 1931, as amended, and has duly complied with the provisions thereof.
6. To the best of our 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 or the Resolution, the acquisition and construction of the Project, the operation of the System, or the validity of the Bonds, or the collection or pledge of the Net Revenues therefore.

Very sincerely yours,

Warren R. McGraw II

Warren R. McGraw II

WRMII/jp

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February 2, 2009

Opinion on Series 2009 B Bonds of Counsel to Issuer

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Ravencliff-McGraws-Saulsville Public Service District
McGraws, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Ravencliff-McGraws-Saulsville Public Service District, a public service district, in Wyoming County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a loan agreement for the Series 2009 B Bonds dated February 2, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), the Bond Resolution duly adopted by the Issuer on January 29, 2009, as supplemented by the Supplemental Resolution duly adopted by the Issuer on January 29, 2009 (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 Wyoming 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.

We are 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 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 approval from the West Virginia Bureau for Public Health, the Council, The County Commission of Wyoming County, and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rate and charges, including, without limitation, the adoption of resolution prescribing such rates and charges.
7. The Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Commission Order entered on July 7, 2008, which became Final Order on July 27, 2008, in Case No. 08-0023-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Order has expired prior to the date hereof. An affidavit of certified public accountant has been submitted to the PSC certifying that the change in financing does not affect rates. No further action is required under the Order. The Order remains in full force and effect.
8. To the best of our 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 therefore.

9. We have verified that all successful bidders have made required provisions for all insurance and payment and performance bonds and we have reviewed such insurance policies or binders and such bonds for accuracy. We 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 constituted valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very sincerely yours,

Warren R. McGraw II

Warren R. McGraw II

WRMII/jp

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please reply here x

*please reply here*____

February 2, 2009

FINAL TITLE OPINION

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

In Re: **Ravencliff-McGraws-Saulsville Public Service District**

Dear Ladies & Gentlemen:

This firm represents Ravencliff-McGraws-Saulsville Public Service District (the "District") with regard to a proposed project to expand and improve their existing water distribution system in Wyoming County, together with all appurtenant facilities (the "Project"), and provides this final title opinion on behalf of the District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") with regard to the financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the Ravencliff-McGraws-Saulsville PSD is a duly created and existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the WVDEP.
2. That the District has obtained approval for all necessary permits and approvals for the construction of the Project.
3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Pentree, Inc., the consulting engineers for the Project.
4. That I have examined the records on file in the Office(s) of the Clerk of the County Commission of Wyoming County, West Virginia, the county in which the Project is to be located, and, in my opinion, the District has acquired legal title or

such other estate or interest in the necessary site components for the Project sufficient to assure undistributed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

5. That all deeds or other documents which have been acquired to date by the District have been duly recorded in the aforesaid Clerk's Office(s) in order to protect the legal title to and interest of the District.
6. All necessary rights of way have been acquired by grant or purchase and no eminent domain has been exercised. The Public Service District has the power of eminent domain should it ever be needed.

Very sincerely yours,

Warren R. McGraw II

Warren R. McGraw II

WRMII/jp

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture)

COMBINED 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 Ravencliff-McGraws-Saulsville Public Service District, in Wyoming 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 2nd day of February, 2009, in connection with the Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), No. AR-1, dated the date hereof, fully registered, in the principal amount of $1,114,000 (the "Series 2009 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 2009 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 August 19, 2002, and all amendments thereto, and as appears in Section 7.03 of the Resolution of the Issuer duly adopted on January 29, 2009, and the Supplemental Resolution duly adopted on January 29, 2009, authorizing issuance of the Series 2009 A Bonds (collectively, 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 2009 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 2009 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 2009 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 2009 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 2009 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 2009 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 Commission Order of the Public Service Commission of West Virginia entered on July 7, 2008, which became Final Order on July 27, 2008, in Case No. 08-0023-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Order has expired prior to the date hereof without any appeal. The Order is 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 2009 A Bonds as to liens, pledge and source of and security for payment, and in all respects, being the Issuer's (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); all held by the Purchaser (collectively, the "Prior Bonds"); and (v) Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated February 2, 2009, issued concurrently herewith in the original aggregate principal amount of $1,586,000. Other than the Prior Bonds and the Series 2009 B Bonds, there are no other

outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2009 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 2009 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 2009 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 USDA to Issuance of Parity Bonds

USDA Letter of Conditions, with all amendments

Infrastructure Council Loan Agreement for Series 2009 B Bonds

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation of District

County Commission Orders of Appointment of Current Board Members

Oaths of Office of Current Board Members

Rules of Procedure

Minutes of Current Year Organizational Meeting

Affidavit of Publication of Notice of Filing

Minutes on Adoption of Bond Resolution, Supplemental Resolution and Rules of Procedure

Bureau for Public Health Permit

Appalachian Regional Commission Grant

Evidence of Insurance

7. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Ravencliff-McGraws-Saulsville Public Service District" and its principal office and place of business are in Wyoming 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:

Name	Date of Commencement of Office	Date of Termination of Office
Bryce Phillips	January 21, 2009	December 31, 2015
Mike McGraw	February 27, 2007	December 31, 2012
Mike Smith	February 27, 2007	December 31, 2010

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

Chairman - Bryce Phillips
Secretary/Treasurer -

The duly appointed and acting Attorney for the Issuer is the McGraw Law Offices, of Pineville, West Virginia.

8. DELIVERY AND PAYMENT AND USE OF PROCEEDS: On the date hereof, the Series 2009 A Bonds were delivered to the Purchaser at McGraws, West Virginia, by the undersigned Chairman for the purposes set forth herein, and at the time of such delivery, the Series 2009 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 2009 A Bonds, the undersigned Chairman received $382,324, being a portion of the principal amount of the Series 2009 A Bonds. Further advances of the balance of the principal amount of the Series 2009 A Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

The Series 2009 A Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.75% per annum is payable from the date of each respective advance.

The Series 2009 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 2009 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 1302 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. GRANT: As of the date hereof, the grant from the West Virginia Infrastructure and Jobs Development Council in the amount of $500,000, the grant from the Purchaser in the amount of $2,100,000, and the grant from the Appalachian Regional Commission 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 2009 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.

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WITNESS our signatures and the official corporate seal of RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
Bryce P. Phillips	Chairman
Mike Smith	Secretary
Warren R. McGraw II	Attorney for Issuer

01.26.09
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RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME; ETC.
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. RATES
12. PUBLIC SERVICE COMMISSION ORDER
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. PUBLICATION OF NOTICE OF 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 Ravencliff-McGraws-Saulsville Public Service District in Wyoming County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the ISSUER, hereby certify, on this the 2nd day of February, 2009, in connection with the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2009 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 January 29, 2009, and the Supplemental Resolution duly adopted January 29, 2009 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the acquisition 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 bonds of the Issuer which will rank on a parity with the Series 2009 B Bonds as to liens, pledge and source of and security for payment, and in all respects, being the Issuer's; (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); all held by the Purchaser (collectively, the "Prior Bonds"); and (v) Water Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated February 2, 2009, issued concurrently herewith in the original aggregate principal amount of $1,114,000. Other than the Prior Bonds and the Series 2009 A Bonds, there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2009 B Bonds as to liens, pledge and/or source of and security for payment.

The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds and the Series 2009 A Bonds are met; and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2009 B Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, the Series 2009

A Bonds and the Series 2009 B Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Resolutions.

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

Bond Resolution

Supplemental Resolution

Prior Bond Resolutions

Consent of USDA to Issuance of Parity Bonds

USDA Letter of Conditions, with all amendments

Infrastructure Council Loan Agreement for Series 2009 B Bonds

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation 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

Minutes on Adoption of Bond Resolution, Supplemental Resolution and Rules of Procedure

Bureau for Public Health Permit

Appalachian Regional Commission Grant

Evidence of Insurance

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

Name	Date of Commencement of Office	Date of Termination of Office
Bryce Phillips	January 1, 2009	June 30, 2015
Mike McGraw	February 27, 2007	June 30, 2012
Mike Smith	February 27, 2007	June 30, 2010

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

Chairman	-	Bryce Phillips
Secretary/Treasurer	-	Mike Smith

The duly appointed and acting counsel to the Issuer is McGraw Law Office of Pineville, 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, 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 Commission Order of the Public Service Commission of West Virginia entered on July 7, 2008, which became Final Order on July 27, 2008, in Case No. 08-0023-PWD-CN, approving the rates and charges for the services of the System, and has adopted a resolution prescribing such rates and charges. The time for appeal of the Order has expired prior to the date hereof. Such Order remains in full force and effect.

12. PUBLIC SERVICE COMMISSION ORDERS: The Issuer has received the Commission Orders of the Public Service Commission of West Virginia entered on July 7, 2008, which became Final Order on July 27, 2008, in Case No. 08-0023-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Order entered has expired prior to the date hereof without any appeal. The Order is in full force and effect.

13. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, 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 $10,500 from the Authority and the Council, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 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, 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 and Jobs Development Council in the amount of $500,000, the grant from the Purchaser in the amount of $2,100,000, and the grant from the Appalachian Regional Commission 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.

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official seal of RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
Bryce P Phillips	Chairman
[illegible]	Secretary
Warren R. McGraw II	Counsel to the Issuer

01.19.09
738680.00001

CH4909867.1

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2009 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 certifies this 2nd day of February, 2009 as follows:

1. My firm is engineer for the acquisition and construction of certain additions, improvements and extensions (the "Project") to the existing waterworks system (the "System") of Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") to be constructed primarily in Wyoming 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 January 29 2009, as supplemented by the Supplemental Resolution adopted by the Issuer on January 29, 2009, the Letter of Conditions of the Rural Utilities Service (the "RUS") for the Series 2009 A Bonds dated August 19, 2002, as amended (the "Letter of Conditions'), and the Loan Agreement for the Series 2009 B Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated February 2, 2009 (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 (40) years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and the Issuer's counsel, McGraw Law Offices, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the Council 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 the operation of the System; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Bassett & Lowe, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer and approved by the Public Service Commission of West Virginia will be sufficient to comply with the provisions of the Letter of Conditions and the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by RUS, the Authority and the Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

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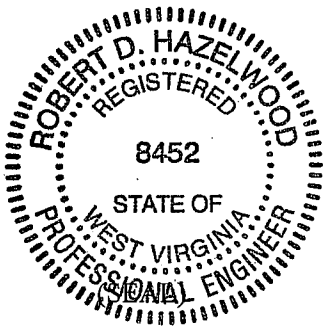
WITNESS my signature and seal on the day and year first written above.



PENTREE, INC.

Robert D. Hazelwood

Robert D. Hazelwood, P.E.
West Virginia License No. 8452

01.19.08
738680.00001

CH4909966.1

RAVENCLIFF MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WATER PROJECT 95W-163a
Sources and Uses

A. COST OF PROJECT	TOTAL	RUS	IJDC	ARC
1 Construction	5,039,565	2,037,565	2,002,000	1,000,000
Equipment	45,000	45,000	0	0
Contingency	367,500	294,000	73,500	0
2 Technical Services				
a Planning	30,000	30,000	0	0
b Basic	283,000	283,000	0	0
c Inspection	230,000	230,000	0	0
d Additional Services	70,000	70,000	0	0
3 Legal & Fiscal				
a Legal	27,700	27,700	0	0
b Accounting	4,500	4,500	0	0
4 Administrative	0	0	0	0
5 Sites & Lands	20,000	20,000	0	0
7 Project Contingency	57,235	57,235	0	0
8 TOTAL of Lines 1 through 7	6,174,500	3,099,000	2,075,500	1,000,000
B. COST OF FINANCING				
9 Funded Reserve	0	0	0	0
10 Capitalized Interest	100,000	100,000	0	0
11 Registrar	500	0	500	0
12 Bond Counsel	25,000	15,000	10,000	0
13 Cost of Issuance (lines 9 through 12)	125,500	115,000	10,500	0
14 TOTAL PROJECT COST line 9 plus line 13	**6,300,000**	**3,214,000**	**2,086,000**	**1,000,000**
C. SOURCES OF OTHER FUNDS				
15 Federal Grants RUS	2,100,000	2,100,000		
16 Federal Grants ARC	1,000,000			1,000,000
17 State Grants IJDC	500,000		500,000	
18 TOTAL GRANTS Lines 15 through 17	3,600,000	2,100,000	500,000	1,000,000
19 Size of Bond Issue (line 14 minus Line 18)	**2,700,000**	**1,114,000**	**1,586,000**	**0**

Bryce P. Phillips
Ravencliff-McGraws-Saulsville PSD

Feb. 2, 2009
Date

Robert D. Hazelwood
Pentree, Inc.

Feb. 2, 2009
Date

BASSETT & LOWE
CERTIFIED PUBLIC ACCOUNTANTS
1156 SOUTH MAIN STREET
MILTON, WEST VIRGINIA 25541
Phone: (304) 743-5573 FAX: (304) 743-1150
Toll Free: 1-800-720-9629
e-mail: rbassett@bassettlowe.com
e-mail: rlowe@bassettlowe.com

February 2, 2009

Ravencliff-McGraws-Saulsville Public Service District

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Ravencliff-McGraws-Saulsville Public Service District
McGraws, 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

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Commission Order of the Public Service Commission of West Virginia in Case No. 08-0023-PWD-CN, entered July 7, 2008, which became Final Order on July 27, 2008 and projected operating expenses and anticipated customer usage as furnished to me by Pentree, Inc., Consulting Engineer, it is my opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of Ravencliff-McGraws-Saulsville Public Service District (the "Issuer"), will provide for all Operating Expenses of the System and will 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 (i) Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) to be issued in the amount of $1,114,000; (ii) Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) to be issued in the amount of $1,586,000, (collectively, the "Series 2009 Bonds"); and (iii) all other obligations secured by a lien on or payable from

such revenues on a parity with the Series 2009 Bonds, including the Issuer's (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); and (v) a loan to New Richmond Water Authority, Inc., evidenced by a promissory note dated January 23, 1971, issued in the original aggregate principal amount of $96,000, which loan has been assumed by the Issuer (the "Series 1971 Bonds") all held by the Purchaser (collectively, the "Prior Bonds").

It is further my opinion that (i) the Net Revenues for the Fiscal Year following the year in which the Series 2009 Bonds are issued will be at least 120% of the average annual debt service on the Prior Bonds and the Series 2009 Bonds and that (ii) the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2009 Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2009 Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Prior Bonds and the Series 2009 Bonds.

Very truly yours,

Bassett & Lowe

BASSETT & LOWE

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

CERTIFICATE AS TO USE OF PROCEEDS

On this 2nd day of February, 2009, the undersigned Chairman of the Public Service Board of Ravencliff-McGraws-Saulsville Public Service District in Wyoming County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $1,586,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated February 2, 2009 (the "Series 2009 B Bonds" or the "Bonds"), hereby certifies 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 January 29, 2009 (the "Bond Resolution"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on February 2, 2009, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2009 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2009 B Bonds were sold on February 2, 2009, to the Authority, pursuant to a loan agreement dated February 2, 2009, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $1,586,000 (100% of par), at which time, the Issuer received $10,500 from the Authority and the Council, being the first advance of the principal amount of the Series 2009 B Bonds. No accrued interest has been or will be paid on the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2009 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Series 2009 B Bonds and related costs.

On the date hereof, the Issuer has simultaneously issued its Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) in the aggregate principal amount of $1,114,000 (the "Series 2009 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 2009 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 July 1, 2010. The acquisition and construction of the Project is expected to be completed by January 1, 2010.

8. The total cost of the Project is estimated at $6,300,000. Sources and uses of funds for the Project are as follows:

SOURCES	
Proceeds of the Series 2009 A Bonds	$1,114,000
Proceeds of the Series 2009 B Bonds	$1,586,000
USDA Grant	$2,100,000
West Virginia Infrastructure Fund Grant	$500,000
ARC Grant	$1,000,000
Total Sources	$6,300,000

USES	
Costs of Acquisition and Construction of the Project	$6,274,500
Costs of Issuance	$25,500
Total Uses	$6,300,000

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

(1) Revenue Fund (Established by Prior Resolution);

(2) Renewal and Replacement Fund (Established by Prior Resolution);

(3) Series 2009 Bonds Construction Trust Fund;

(4) Series 2009 B Bonds Sinking Fund; and

(5) Series 2009 B Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Resolution, the proceeds of the Series 2009 B Bonds will be deposited as follows:

(1) Series 2009 B Bonds proceeds in the amount of $-0- will be deposited in the Series 2009 B Bonds Sinking Fund as capitalized interest.

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

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

11. Monies held in the Series 2009 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2009 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2009 B Bonds Sinking Fund and Series 2009 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2009 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 10 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2009 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 16 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 2009 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2009 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2009 B Bonds Reserve Account 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 2009 B Bonds Reserve Account and the Series 2009 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 2009 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.

[Remainder of Page Intentionally Blank]

WITNESS my signature on the date first written above.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

Bryce P Phillips
Chairman

01.26.09
738680.00001

CH4909983.1

United States Department of Agriculture
Rural Development
West Virginia State Office

January 29, 2009

Consent to Transfer of Assets by and between Matheny Public Service District and Ravencliff-McGraws-Saulsville Public Service District

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of Ravencliff-McGraws-Saulsville Public Service District's: (i) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (ii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iii) Water Revenue Bond, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (iv) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"); hereby consents to: (i) the conveyance of all of assets of Matheny Public Service District, including, but not limited to, all real property, personal property, tangible property, intangible property, rights of way, easements, judgments, licenses and permits, to Ravencliff-McGraws-Saulsville Public Service District; and (ii) the dissolution of Matheny Public Service District.

WITNESSETH my signature on this 29th day of January, 2009

Deanne Huff Crysler
Acting State Director

75 High Street Federal Building • Suite 320 • Morgantown, WV 26505-7500
Phone: 304.284.4860 • 1.800.295.8228 • Fax: 304.284.4893 • TTY/TDD: 304.284.4836 • Web: http://www.rurdev.usda.gov/wv

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IN THE COUNTY COMMISSION OF WYOMING COUNTY, WEST VIRGINIA

ORDER OF PUBLICATION AND PUBLIC HEARING

IN RE: PROPOSED WATER SERVICE BOUNDARY EXPANSION OF RAVENCLIFF-SAULSVILLE-MCGRAWS PUBLIC SERVICE DISTRICT TO ENCOMPASS THE EXISTING WATER SERVICE BOUNDARY OF MATHENY PUBLIC SERVICE DISTRICT.

On the **15th of March, 2006** the Wyoming County Commission will conduct a public hearing at **9:30 a.m.** in **the Conference Room to the County Commission at the Wyoming County Courthouse.** The purpose of said hearing is to consider the proposed boundary expansion of Ravenclifff-McGraws-Saulsville Public Service District to include the Jesse-Matheny area in the old Oceana Tax District of Wyoming County. At the time of the public hearing all persons residing in or owning or having any interest in property in the proposed Public Service District may appear before this County Commission and shall have the opportunity to be heard for or against the expansion. This proposed water service boundary expansion encompasses the existing water service boundary of Matheny Public Service District.

H. R. Davis, President
Wyoming County Commission

COPY

RECEIVED
2006 FEB 22 AM 8:46
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

IN THE COUNTY COMMISSION OF WYOMING
IN RE: PROPOSED BOUNDARY EXPANSION OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

On the 15th day of February, 2006, this Commission on its own motion, unanimously supported by all of the Commissioners, doth propose the expansion of the water service boundaries of the Ravencliff-McGraws, Saulsville Public Service District in accordance with the provisions of the West Virginia Code 16-13A-2 as amended.

The said hearing to be held in the office of the County Commission in Pineville West Virginia on the 15th day of March, 2006 at 9:30 a.m. The said date being not more than 40 days nor les than 20 days from the date of this motion.

The purpose of the proposed water service boundary expansion of Ravencliff-McGraws-Saulsville Public Service District is to provide public water service to the Jesse-Matheny area in the old Oceana Tax District of Wyoming County.

BEGINNING at the existing water service boundary line of Ravencliff-McGraws-Saulsville Public Service District (hereinafter RMSPSD) located on the dividing line of the old Slab Fork, Oceana, and Center Tax Districts on Pretty Ridge at Latitude 37° 40' 18" and Longitude 81°30' 48", thence continuing in a southwesterly direction with RMSPSD water service boundary line and dividing line of the old Oceana and Center Tax Districts along a ridge to a point at Latitude 37° 38' 54" and Longitude 81°32' 46" , thence continuing in a southwesterly direction with the dividing line of the old Oceana and Center Tax Districts along a ridge and crossing West Virginia Route 10 at Elkins Gap and continuing along ridge to a point on Chestnut Flats at Latitude 37°38' 33" and Longitude 81°36' 31" which is a common line of the old Baileysville Tax District. Thence continuing in a northwesterly direction along a ridge and dividing line of the old Oceana and Baileysville Tax Districts to a point on a ridge at Latitude 37°39' 47" and Longitude 81°37' 02". Thence leaving said dividing line and continuing in a northeasterly direction to Latitude 37° 40' 04" and Longitude 81°36' 40", thence continuing in a northwesterly direction crossing WV Route 10 east of Oceana and continuing to a point on a ridge at Latitude 37°41' 01" and Longitude 81°36' 48". Thence continuing in a northeasterly direction along the ridge, which is the dividing line between the Laurel Fork and Clear Fork watersheds, to a point in the dividing line of the old Oceana and Slab Fork Tax Districts and RMSPSD's existing water service

If is further ORDERED that a notice of such hearing and the time and place thereof setting forth the description of the proposed expansion of the said Ravencliff-McGraws-Saulsville Public Service District being given by publication as a Class I legal advertisement in the Pineville Independent Herald, the newspaper of general circulation within the publication area, and that said publication be at least ten days prior to such hearing.

It is further ORDERED that the said Notice be posted in at least five conspicuous places within the affected areas, and said Notices posted not less than ten days before the hearing.

ENTER this 15th day of February 2006.

H. R. Davis, President

Harold Hayden, Commissioner

Dr. Samuel A. Muscari, Sr., Commissioner

06-0364-PWD-PC

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

I, James M. Brown, Publisher of Pineville Independent Herald, a paper published in the County aforesaid, do affirm that the _____ hereto attached was published in said paper for 1 TIME successive weeks, the first publication thereof being on the 1ST day of MARCH, 2006, and the subsequent publication on the _____, day of _____, 2006, the _____ day of _____, 2006, the _____ day of _____, 2006, the _____ day of _____, 2006, and the _____ day of _____, 2006.

_____

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

_____ being duly sworn, says that she posted a copy of the annexed _____ _____ at the front door of the Court House of said County, on the _____ day of _____, 2006.

Taken, subscribed and sworn to before me, this 1ST day of MARCH, 2006. Printer's fee $27.41

Diane Kay Hall
NOTARY PUBLIC

My commission expires 7-11-09

IN THE COUNTY COMMISSION OF WYOMING COUNTY, WEST VIRGINIA
ORDER OF PUBLICATION AND PUBLIC HEARING
IN RE: PROPOSED WATER SERVICE BOUNDARY EXPANSION OF REVENUE-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT TO ENCOMPASS THE EXISTING WATER SERVICE BOUNDARY OF MATHENY PUBLIC SERVICE DISTRICT

On the 15th of March, 2006, the Wyoming County Commission will conduct a public hearing at 9:30 a.m. in the Conference Room in the County Commission at the Wyoming County Courthouse. The purpose of said hearing is to consider the proposed boundary expansion of Revenue-McGraws-Saulsville Public Service District to include the Jesse Matheny area in the old Oceana Tax District of Wyoming County. At the time of the public hearing all persons residing in or owning or having any interest in property in the proposed Public Service District may appear before this County Commission and shall have the opportunity to be heard for or against the expansion. This proposed water service boundary expansion encompasses the existing water service boundary of Matheny Public Service District.

H.R. Davis, President
Wyoming County Commission

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SECRETARY'S OFFICE

A RESOLUTION AND ORDER EXTENDING RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT IN WYOMING COUNTY, WEST VIRGINIA

WHEREAS, the County Commission of Wyoming County, West Virginia, did heretofore by a resolution and order adopted the 15th day of February, 2006, fix a date for public hearing on the expansion of the boundaries of the Ravencliff-McGraws-Saulsville Public Service District and in and by said resolution and order provide that all persons residing in or owning or having an interest in property in the expanded area of the Public Service District might appear before the County commission at this meeting and have the opportunity to be heard for and against the expansion of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order any by Article 13-A of the Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the expansion of said District, by 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 Commission has given due consideration to all matter for which such hearing was offered; and

WHEREAS, IT IS NOW DEEMED DESIRABLE BY SAID County Commission to adopt a resolution and order expanding said District:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Commission of Wyoming County, West Virginia, as follows:

Section 1. That Ravencliff-McGraws-Saulsville Public Service District water service boundary within Wyoming County, West Virginia, is hereby expanded, the water services boundaries being extended to encompass the existing water service boundary of Matheny Public Service District. Matheny Public Service District is hereby merged with Ravencliff-McGraws-Saulsville Public Service District.

BEGINNING at the existing water service boundary line of Ravencliff-McGraws-Saulsville Public Service District (hereinafter RMSPSD) located on the dividing line of the old Slab Fork, Oceana, and Center Tax Districts on Pretty Ridge at Latitude 37° 40' 18" and Longitude 81°30' 48", thence continuing in a southwesterly

direction along a ridge and dividing line of the old Oceana and Baileysville Tax Districts to a point on a ridge at Latitude 37°39' 47" and Longitude 81°37' 02". Thence leaving said dividing line and continuing in a northeasterly direction to Latitude 37° 40' 04" and Longitude 81°36' 40", thence continuing in a northwesterly direction crossing WV Route 10 east of Oceana and continuing to a point on a ridge at Latitude 37°41' 01" and Longitude 81°36' 48". Thence continuing in a northeasterly direction along the ridge, which is the dividing line between the Laurel Fork and Clear Fork watersheds, to a point in the dividing line of the old Oceana and Slab Fork Tax Districts and RMSPSD's existing water service boundary. Thence continuing in a southeasterly direction with RMSPSD's existing water service boundary crossing County Route 1 and continuing in a southeasterly direction to the BEGINNING and containing 14.95 square miles, more or less.

ADOPTED BY THE COUNTY COMMISSION this the 15th day of March, 2006.

H. R. Davis, President

Harold Hayden, Commissioner

Dr. Samuel A. Muscari, Sr., Commissioner

3-15-06

Public Hearing Powerline Extension Jesse / Matheny

COPY

Phyllis Reid Box 100 Ravenscroft SS 25913
Virgie Virgilia Webb 934 - 6735
Linda Bryson P.O. Box 1071 Oceana, WV (Jesse Rd) 682-8258
Barbara Stewart P.O. Box 147 Jesse 682-8446
James Russel Stewart P.O. Box 147 Jesse 682-8446
Renetta D. Sizemore P.O. Box 101 Matheny 682-5229
[illegible] Jesse W 24899 732-8364
David "Bug" Storer Maben WV 25870 294-0721
Dean Meadows P.O. Box 444 Matheny 682-6560
Walter Carter Jesse 682-5887
James O Davis P.O. Box 84 Jesse 682-5236
Lynnie Lester P.O. Box 175 Jesse 682-5196
Sandy Lusk P.O. Box 96 Jesse, WV 682-4076
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Charlie & Phyllis Toney Oceana WVA 682 4719
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Judy Hunter PO Box 218 Jesse WV 24849
Nick Brooks PO Box 61 Jesse WV 24849
Ricky Hicks Sr. PO Box 411 Matheny WV 24860
[illegible] Comm
[illegible] Comm
[illegible] Comm.
[illegible], Sec. Wy Cty
Elma Rubyo Box 27 Jesse WV
[illegible] Riley Box 428, Pineville

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SECRETARY'S OFFICE

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 14th day of February, 2007.

CASE NO. 06-0364-PWD-PC

WYOMING COUNTY COMMISSION

Petition for consent and approval to expand Ravencliff-McGraws-Saulsville Public Service District to include the existing water service boundary of Matheny Public Service District.

COMMISSION ORDER

On March 22, 2006 the Wyoming County Commission (County Commission) filed a petition with the Public Service Commission (Commission) for approval to enlarge the boundary of the Ravencliff-McGraws-Saulsville Public Service District (RMS) to include the Matheny Public Service District, and to merge Matheny Public Service District into RMS, pursuant to *West Virginia Code* § 16-13-2. The County Commission's petition states the expansion and merger are necessary to provide water service to the Jesse/Matheny area in Wyoming County, West Virginia.

By resolution and order adopted February 15, 2006 the County Commission fixed a date for public hearing on the expansion of the boundaries of RMS and provided notice by publication on March 1, 2006 in the *Pineville Independent Herald.*

By letter dated March 22, 2006 the County Commission provided copies of Affidavits of Posting indicating posting in public places of the Notice of Hearing, a list of persons present at the hearing, and the resolution and order adopted by the County Commission on March 15, 2006 to expand RMS to include Matheny Public Service District and to merge the Matheny Public Service District into RMS.

On May 12, 2006 Commission Staff (Staff) filed its "Initial and Final Joint Staff Memorandum." Therein, Staff recommended that, to be consistent with this Commission's decision in Case No. 05-1019-PSD-PC, *Cabell County Commission*, a Procedural Order be issued that ordered the County Commission to publish a notice of this filing (as a Class I legal advertisement in a newspaper of general circulation in Wyoming County) allowing 30

days from the date of publication to protest or intervene. Staff further stated that if there are substantial protests filed, this Commission may determine that a hearing is necessary.

Based upon Staff's review, Staff reasoned that the County Commission had substantially complied with its requirements pursuant to *West Virginia Code* § 16-13-2 and recommended approval of the boundary expansion and merger without a hearing subject to (1) no substantial protests or interventions being received during the 30-day protest period of the Class I legal advertisement and (2) bondholder(s)' approval if the Matheny Public Service District has any outstanding bond(s).

This Commission issued an Order on September 27, 2006 directing the County Commission to publish a "Notice of Filing" indicating that this proceeding was before this Commission.

On October 17, 2006 the County Commission filed an affidavit of publication evidencing publication on October 9, 2006 in *The Wyoming County Report* of the "Notice of Filing."

No protests were filed.

In its November 28, 2006 Order, this Commission approved the March 15, 2006 resolution and order of the County Commission enlarging the boundaries of the RMS and the merger of the Matheny Public Service District into RMS. This Commission's Order contained a footnote stating the following:

> The Commission notes that Staff's final memorandum recommended that the Commission grant its approval subject to bondholder's approval if the Matheny Public Service District has any outstanding bondholders. The Commission notes that nothing in the record indicates that the Matheny Public Service District has any outstanding bonds.

Staff filed a "Petition to Reopen" (Petition) on December 22, 2006. Staff's Petition stated that upon further investigation Staff determined that the Matheny Public Service District has one bondholder and that such bonds will not mature until the year 2010. As such, Staff requested that this Commission order RMS to obtain bondholder approval before any merger occurs. Additionally, Staff recommended that RMS file for a rate review eighteen months after final approval of the merger in order to unify the rates of the two utilities (RMS and Matheny Public Service District).

DISCUSSION

As the Matheny Public Service District does have outstanding bonds, this Commission shall revise the first Ordering Paragraph of its November 28, 2006 Order as follows:

> IT IS THEREFORE ORDERED that the March 15, 2006 resolution and order of the Wyoming County Commission enlarging the boundaries of the Ravenscliff-McGraws-Saulsville Public Service District and the merger of the Matheny Public Service District into the Ravenscliff-McGraws-Saulsville Public Service District is hereby approved, contingent upon the Wyoming County Commission, RMS, or Matheny Public Service District submitting verification of bondholder approval of the merger of the Matheny Public Service District into the Ravenscliff-McGraws-Saulsville Public Service District.

This Commission further notes that *West Virginia Code* § 16-13A-2 reads in part as follows:

> That where two or more public service districts are consolidated pursuant to this section, any rate differentials may continue for the period of bonded indebtedness incurred prior to consolidation.

While the above *Code* section allows the rate differential to remain in place during the life of the bond, it is reasonable to review the rates after 18 months to determine whether such differential is in the best interest of RMS and its customers as well as to determine the general adequacy of rates in the combined system. Accordingly, this Commission shall require RMS to file for a rate review within eighteen months of the date of this Order.

Finally, this Commission shall require RMS to place any cash assets of the Matheny Public Service District, other than restricted bond reserves, in an interest-bearing account to be used for repairs, replacements and extensions to the former Matheny Public Service District system. RMS shall adopt the Matheny Public Service District tariff and continue to charge former Matheny Public Service District customers by that tariff until otherwise ordered by this Commission. Separate financial records shall be maintained for the former Matheny Public Service District system until otherwise ordered by this Commission, and any surplus cash shall be deposited into the restricted cash account established above. RMS shall file a copy of its minutes showing the adoption of the Matheny Public Service District tariff, as well as an original and six (6) copies of its amended tariff containing said rates within thirty (30) days after the merger of the Matheny Public Service District into RMS is consummated.

FINDINGS OF FACT

1. On March 22, 2006 the County Commission filed a petition with this Commission for approval to enlarge the boundary of the RMS to include the Matheny Public Service District, and to merge Matheny Public Service District into RMS, pursuant to *West Virginia Code* § 16-13-2.

2. This Commission required public notice of the proposed expansion and merger. The County Commission published the "Notice of Filing" as required.

3. No protests were filed.

4. In its November 28, 2006 Order, this Commission approved the March 15, 2006 resolution and order of the County Commission enlarging the boundaries of the RMS and the merger of the Matheny Public Service District into RMS. This Commission's Order contained a footnote stating the following:

> The Commission notes that Staff's final memorandum recommended that the Commission grant its approval subject to bondholder's approval if the Matheny Public Service District has any outstanding bondholders. The Commission notes that nothing in the record indicates that the Matheny Public Service District has any outstanding bonds.

5. Staff's December 22, 2006 Petition stated that the Matheny Public Service District has one bondholder and that such bonds will not mature until the year 2010. Additionally, Staff recommended that RMS file for a rate review eighteen months after final approval of the merger in order to unify the rates of the two utilities (RMS and Matheny Public Service District).

CONCLUSIONS OF LAW

1. As the Matheny Public Service District does have a bondholder, this Commission shall revise the first ordering paragraph of its November 28, 2006 Order to make merger of the districts contingent upon submission of evidence of bondholder approval.

2. *West Virginia Code* §16-13A-2 provides that "where two or more public service districts are consolidated ..., any rate differentials may continue for the period of bonded indebtedness incurred prior to consolidation." In consideration of this *Code* section it is reasonable to review the rates of RMS after 18 months to determine whether such differential is in the best interest of RMS and its customers as well as to determine the general adequacy of rates in the combined system.

3. It is reasonable to require RMS to place any cash assets of the Matheny Public Service District, other than restricted bond reserves, in an interest-bearing account to be used

for repairs, replacements and extensions to the former Matheny Public Service District system.

4. RMS shall adopt the Matheny Public Service District tariff and continue to charge former Matheny Public Service District customers by that tariff until otherwise ordered by this Commission.

5. Separate financial records shall be maintained for the former Matheny Public Service District system until otherwise ordered by this Commission, and any surplus cash shall be deposited into the restricted cash account established above.

6. RMS shall file a copy of its minutes showing the adoption of the Matheny Public Service District tariff, as well as an original and six (6) copies of its amended tariff containing said rates within thirty (30) days after the merger of the Matheny Public Service District into RMS is consummated.

ORDER

IT IS THEREFORE ORDERED that the first Ordering paragraph of this Commission's November 28, 2006 Order in this case is hereby revised as follows:

> IT IS THEREFORE ORDERED that the March 15, 2006 resolution and order of the Wyoming County Commission enlarging the boundaries of the Ravenscliff-McGraws-Saulsville Public Service District and the merger of the Matheny Public Service District into the Ravenscliff-McGraws-Saulsville Public Service District is hereby approved, contingent upon the Wyoming County Commission, RMS, or Matheny Public Service District submitting verification of bondholder approval of the merger of the Matheny Public Service District into the Ravenscliff-McGraws-Saulsville Public Service District.

IT IS FURTHER ORDERED that the Ravencliff-McGraws-Saulsville Public Service District shall file a rate proceeding with this Commission within 18 months of the date of this Order.

IT IS FURTHER ORDERED that RMS place any cash assets of the Matheny Public Service District, other than restricted bond reserves, in an interest-bearing account to be used for repairs, replacements and extensions to the former Matheny Public Service District system.

IT IS FURTHER ORDERED that RMS shall adopt the Matheny Public Service District tariff and continue to charge former Matheny Public Service District customers by that tariff until otherwise ordered by this Commission.

IT IS FURTHER ORDERED that separate financial records shall be maintained for the former Matheny Public Service District system until otherwise ordered by this Commission, and any surplus cash shall be deposited into the restricted cash account established above.

IT IS FURTHER ORDERED that RMS shall file a copy of its minutes showing the adoption of the Matheny Public Service District tariff, as well as an original and six (6) copies of its amended tariff containing said rates within thirty (30) days after the merger of the Matheny Public Service District into RMS is consummated.

IT IS FURTHER ORDERED that upon entry of this Order this case shall be removed from this 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 upon Commission Staff by hand delivery.

A True Copy, Teste:

Sandra Squire
Executive Secretary

JJW/klm
060364cb.wpd

BEFORE THE COUNTY COMMISSION OF WYOMING COUNTY

ORDER APPROVING AND RATIFYING THE ACQUISITION OF THE ASSETS OF MATHENY PUBLIC SERVICE DISTRICT BY RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, THE DISSOLUTION OF MATHENY PUBLIC SERVICE DISTRICT, AND THE EXPANSION OF THE BOUNDARIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WHEREAS, Ravencliff-McGraws-Saulsville Public Service District (hereinafter "RMSPSD") is a public service district and public corporation created by Resolution dated November 1, 1977 of The County Commission of Wyoming County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, Matheny Public Service District (hereinafter "Matheny PSD") is a public service district and public corporation created by Resolution dated March 28, 1967 of the County Commission and formed pursuant to the provisions of the Act;

WHEREAS, the County Commission adopted a resolution on March 15, 2006, approving the dissolution of Matheny PSD and expanding the boundaries of RMSPSD subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 06-0364-PWD-PC, by Final Order entered on February 14, 2007, approved the expansion of the boundaries of RMSPSD, and the merger of Matheny PSD into RMSPSD subject to the approval of the bondholders;

WHEREAS, Matheny PSD has no outstanding debt;

WHEREAS, RMSPSD has outstanding its (i) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"), (ii) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (iii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iv) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (v) a loan of New Richmond Water Authority, Inc., evidenced by a promissory noted dated January 23, 1971, issued in the original aggregate principal amount of $96,000 (the "Series 1971 Bonds");

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1997 Bonds, Series 1994 Bonds, Series 1992 Bonds, Series 1988 Bonds and Series 1971 Bonds heretofore issued by RMSPSD has consented to the acquisition of the assets of Matheny PSD by RMSPSD; and

WHEREAS, it is now deemed desirous by the County Commission to adopt a Resolution approving and ratifying the transfer of the Assets of Matheny PSD to RMSPSD, ratifying and confirming all lawful actions taken by all parties and their counsel to effectuate and complete such transfer and assumption, ordering the Public Service Boards of Matheny PSD and RMSPSD to expeditiously take all actions necessary to consummate and complete the transaction, ordering Matheny PSD be dissolved immediately following the consummation of the transfer, and further ordering that the boundaries of RMSPSD be effective immediately upon the consummation of the transfer.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF WYOMING COUNTY AS FOLLOWS:

1. That the transfer of the assets of Matheny PSD to RMSPSD (the "Transfer") is hereby ratified, confirmed and, upon execution and filing of necessary documents by the Public Service Boards of the respective Districts, in all respects deemed completed and to be effective as of the close of business on or about June 30, 2008.

2. That all lawful actions taken, or to be taken, by the parties to this transaction and their counsel to effectuate and complete the Transfer are hereby ratified and confirmed.

3. That the Public Service Boards of Matheny PSD and RMSPSD are hereby ordered to expeditiously take all actions necessary to consummate and complete the Transfer.

4. That, immediately following the consummation of the Transfer, Matheny PSD shall be dissolved.

5. This Resolution and Order shall be effective immediately following adoption hereof.

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ENTERED into the permanent record of Wyoming County, West Virginia, this ____ day of June, 2008.

President

ATTEST:

Clerk

06.06.08
738680.00001

MATHENY PUBLIC SERVICE DISTRICT

A RESOLUTION AUTHORIZING AND RATIFYING THE TRANSFER OF THE ASSETS OF MATHENY PUBLIC SERVICE DISTRICT AND THE DISSOLUTION OF MATHENY PUBLIC SERVICE DISTRICT

WHEREAS, Matheny Public Service District (hereinafter "Matheny PSD") is a public service district and public corporation created by Resolution dated March 28, 1967 of The County Commission of Wyoming County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, Ravencliff-McGraws-Saulsville Public Service District (hereinafter "RMSPSD") is a public service district and public corporation created by Resolution dated November 1, 1977 of the County Commission and formed pursuant to the provisions of the Act;

WHEREAS, the County Commission adopted a resolution on March 15, 2006, expanding the boundaries of RMSPSD and the merger of Matheny PSD into RMSPSD, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 06-0364-PWD-PC, by Final Order entered on February 14, 2007, approved the expansion of the boundaries of RMSPSD and the merger of Matheny PSD into RMSPSD subject to the approval of the bondholders.

WHEREAS, Matheny PSD has no outstanding debt;

WHEREAS, RMSPSD has outstanding its (i) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"), (ii) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (iii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iv) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (v) a loan of New Richmond Water Authority, Inc., evidenced by a promissory noted dated January 23, 1971, issued in the original aggregate principal amount of $96,000 (the "Series 1971 Bonds");

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1997 Bonds, Series 1994 Bonds, Series 1992 Bonds, Series 1988 Bonds and Series 1971 Bonds heretofore issued by RMSPSD has consented to the acquisition of the assets of Matheny PSD by RMSPSD;

WHEREAS, The County Commission of Wyoming County plans to adopt a resolution on June 11 2008, approving and ratifying the proposed transfer, the dissolution of Matheny PSD, the expansion of the boundaries of RMSPSD;

WHEREAS, the Board of RMSPSD plans to adopt a resolution on January 29, 2009, approving and ratifying the proposed transfer; and

WHEREAS, it is in the best interest of the customers of RMSPSD and Matheny PSD to complete the proposed transfer, to convey all assets, rights, privileges, immunities and powers of Matheny PSD to RMSPSD, for Matheny PSD to be dissolved, and for the boundaries of RMSPSD to be expanded.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF MATHENY PUBLIC SERVICE DISTRICT, WYOMING COUNTY, WEST VIRGINIA AS FOLLOWS:

1. Matheny PSD does hereby authorize and ratify the transfer of the assets of Matheny PSD to RMSPSD and the dissolution of Matheny PSD.

2. That, immediately following the consummation of the transfer on or about June 30, 2008 Matheny PSD shall be dissolved.

3. The Chairman and Secretary of Matheny PSD are hereby authorized and directed to execute all documents concerning the transfer.

4. The Chairman and Secretary of Matheny PSD are hereby authorized and directed to execute all documents concerning the dissolution of Matheny PSD.

5. The Chairman and Secretary of Matheny PSD are vested with the appropriate authority to take any and all actions necessary to complete transfer and the dissolution of Matheny PSD.

6. This Resolution shall become effective immediately upon adoption hereof.

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Adopted by the Public Service Board of Matheny Public Service District at a meeting held on the 29th day of January, 2009.

MATHENY PUBLIC SERVICE DISTRICT

Lacy D. Stewart
Chairman

Sharon Milam
Secretary

06.06.08
738680.00001

CH4920259.1

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

A RESOLUTION AUTHORIZING AND RATIFYING THE ACQUISITION OF THE ASSETS OF MATHENY PUBLIC SERVICE DISTRICT, AND THE EXPANSION OF THE BOUNDARIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

WHEREAS, Ravencliff-McGraws-Saulsville Public Service District (hereinafter "RMSPSD") is a public service district and public corporation created by Resolution dated November 1, 1977 of The County Commission of Wyoming County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, Matheny Public Service District (hereinafter "Matheny PSD") is a public service district and public corporation created by Resolution dated March 28, 1967 of the County Commission and formed pursuant to the provisions of the Act;

WHEREAS, the Public Service Board of Matheny PSD adopted a resolution on January 29, 2009, authorizing the transfer of the assets of Matheny PSD to RMSPSD and the dissolution of Matheny PSD;

WHEREAS, the County Commission adopted a resolution on March 15, 2006 expanding the boundaries of RMSPSD and the merger of Matheny PSD into RMSPSD subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 06-0364-PWD-PC, by Final Order entered on February 14, 2007, approved the expansion of the boundaries of RMSPSD and the merger of Matheny PSD into RMSPSD subject to the approval of the bondholders;

WHEREAS, Matheny PSD has no outstanding debt;

WHEREAS, RMSPSD has outstanding its (i) Water Revenue Bonds, Series 1997, dated August 20, 1997, issued in the original aggregate principal amount of $1,021,000 (the "Series 1997 Bonds"), (ii) Water Revenue Bonds, Series 1994, dated November 1, 1994, issued in the original aggregate principal amount of $290,000 (the "Series 1994 Bonds"); (iii) Water Revenue Bonds, Series 1992, dated November 5, 1992, issued in the original aggregate principal amount of $61,000 (the "Series 1992 Bonds"); (iv) Water Revenue Bonds, Series 1988, dated September 1, 1988, issued in the original aggregate principal amount of $356,000 (the "Series 1988 Bonds"); and (v) a loan of New Richmond Water Authority, Inc., evidenced by a promissory noted dated January 23, 1971, issued in the original aggregate principal amount of $96,000 (the "Series 1971 Bonds");

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1997 Bonds, Series 1994 Bonds, Series 1992 Bonds, Series 1988

Bonds and Series 1971 Bonds heretofore issued by RMSPSD has consented to the acquisition of the assets of Matheny PSD by RMSPSD;

WHEREAS, The County Commission of Wyoming County adopted a resolution on June 11, 2008, approving and ratifying the proposed Transfer, the dissolution of Matheny PSD, and the expansion of the boundaries of RMSPSD;

WHEREAS, the Board of Matheny PSD adopted a resolution on January 29, 2009, approving and ratifying the proposed transfer and the dissolution of Matheny PSD; and

WHEREAS, it is in the best interest of the customers of Matheny PSD and RMSPSD to complete the proposed transfer, to convey all assets, rights, privileges, immunities and powers of Matheny PSD to RMSPSD.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT, WYOMING COUNTY, WEST VIRGINIA AS FOLLOWS:

1. RMSPSD does hereby authorize and ratify the acquisition of the assets of Matheny PSD by RMSPSD.

2. The Chairman and Secretary of RMSPSD are hereby authorized and directed to execute all documents concerning the transfer.

3. The Chairman and Secretary of RMSPSD are hereby authorized and directed to execute all documents concerning the expansion of the boundaries of RMSPSD.

4. The Chairman and Secretary of RMSPSD are vested with the appropriate authority to take any and all actions necessary to complete Transfer, and the expansion of boundaries.

5. The Transfer of Matheny PSD, the expansion of RMSPSD's boundaries, and the dissolution of Matheny PSD shall all become effective as of the close of business on or about June 30, 2008.

6. This Resolution shall become effective immediately upon adoption hereof.

[Remainder of Page Intentionally Left Blank]

Adopted by the Public Service Board of Ravencliff-McGraws-Saulsville Public Service District at a meeting held on the 29th day of January 2009.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

[SEAL]

Bryce P Phillips
Chairman

Mike Smith
Secretary

06.06.08
738680.00001

CH4920261.1

10/4/77

IN THE COUNTY COMMISSION OF WYOMING COUNTY, WEST VIRGINIA

IN RE: RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

On the 4th Day of October, 1977, this Commission, on its own motion, unanimously supported by all of the Commissioners, doth propose the creation of a Public Service District heretofore designated as Ravencliff-McGraws-Saulsville Public Service District in accordance with the provisions of West Virginia Code 16-13A-2, as amended.

In furtherance of the aforesaid provisions of the law, the Commission doth hereby ORDER that a date be fixed for hearing on the motion made to create the Ravencliff-McGraws-Saulsville Public Service District, said hearing to be held in the offices of the County Commission of Wyoming County at the Courthouse in Pineville, West Virginia on the 1st day of NOVEMBER, 1977, which date is not more than 40 days nor less than 20 days from the date of this motion proposing said Public Service District.

It is further ORDERED that a notice of such hearing and the time and place thereof, setting forth a description of all the territory proposed to be included in said Ravencliff-McGraws-Saulsville Public Service District be given by publication as a Class I legal advertisement in the Pineville Independent Herald and the Mullens Advocate, newspapers of general circulation within the publication area and that said publication be at least ten (10) days prior to such hearing.

Furthermore, it is ORDERED that said notice be posted in at

least five conspicuous places within the area of the proposed Public Service District which contains the same information as the published notice and said posted notices be posted not less than ten (10) days before said hearing.

ENTER: this fourth day of October, 1977, Wyoming County Commission by

William Bailey

Gordon Hatfield

Dwight E. Meadows

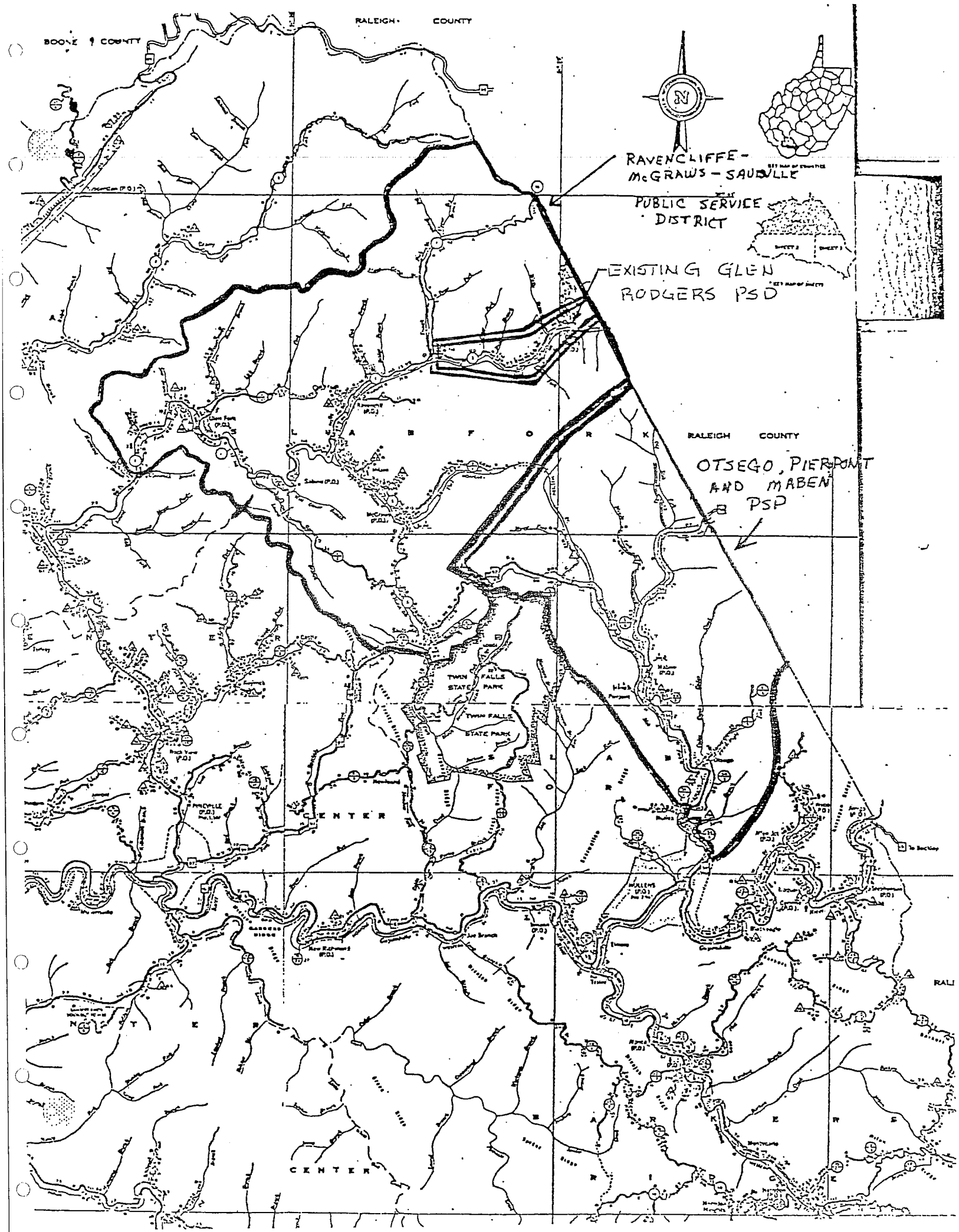
I, D. Michael Goode, Clerk of the County Commission of Wyoming County, West Virginia, do certify that the foregoing Order is correct, as taken from the records of this office.

Given under my hand and official seal this 19th day of Oct, 1992

D. Michael Goode Clerk.

By Ann Gore Deputy

COUNTY COMMISSION WYOMING CO


RALEIGH COUNTY
BOONE COUNTY
RAVENCLIFFE-
McGRAWS - SAUDVLLE
PUBLIC SERVICE
DISTRICT
EXISTING GLEN
RODGERS PSD
RALEIGH COUNTY
OTSEGO, PIERPONT
AND MABEN
PSP
TWIN FALLS
STATE PARK
CENTER
CENTER

11/1/77

A RESOLUTION AND ORDER CREATING
RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT IN WYOMING
COUNTY, WEST VIRGINIA

WHEREAS, the County Commission of Wyoming County, West Virginia, did heretofore by a resolution and order adopted the 4th day of October, 1977, fix a date for public hearing on the creation of the proposed Ravencliff-McGraws-Saulsville Public Service District and in and by said resolution and order provide that all persons residing in or owning or having an interest in property in the proposed Public Service District might appear before the County Commission at this meeting and have the opportunity to be heard for and against the creation of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13-A of the Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of said District, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed Public Service District and said County Commission has given due consideration to all matter for which such hearing was offered; and

WHEREAS, IT IS NOW DEEMED DESIRABLE BY SAID County Commission to adopt a resolution and order creating said District:

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

Section I. That a Public Service District within Wyoming County, West Virginia, is hereby created, and said District shall have boundaries as set forth by the map attached hereto.

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

Section 3. That the County Commission of Wyoming County, West Virginia, has determined that the territory within Wyoming County, West Virginia, having the herein-above described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying sewerage services within such territory by said Public Service District will be conducive to the preservation of public health, comfort and convenience of such area.

ADOPTED BY THE COUNTY COMMISSION this 1st day of November, 1977.

William W. Bailey

William W. Bailey, President

ATTEST:

W. S. Carr, Co. Clerk

STATE OF WEST VIRGINIA
County Clerk's Office, Pineville

I, D. Michael Goode, Clerk of the County Commission of Wyoming County, West Virginia, do certify that the foregoing record is correct, as taken from the records of this office.

Given under my hand and official seal this 1st day of Sept, 1988

D. Michael Goode

By

8/4/92

IN THE COUNTY COMMISSION OF WYOMING COUNTY, WEST VIRGINIA
IN RE: RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

On the 4th day of August, 1992, this Commission, on its own motion, unanimously supported by all of the Commissioners, in order to correct an error in an order entered on the 1st day of November, 1977, doth propose the creation of a Public Service District heretofore designated as Ravencliff-McGraws-Saulsville Public Service District, to provide water service, in accordance with the provisions of West Virginia Code 16-13A-2, as amended.

In furtherance of the aforesaid provisions of the law, the Commission doth hereby ORDER that a date be fixed for hearing on the motion made to create the Ravencliff-McGraws-Saulsville Public Service District, said hearing to be held in the offices of the County Commission of Wyoming County at the Courthouse in Pineville, West Virginia on the 25th day of August, 1992, which date is not more than 40 days nor less than 20 days from the date of this motion proposing said Public Service District.

It is further ORDERED that a notice of such hearing and the time and place thereof, setting forth a description as follows: "Beginning at the northern boundary of Wyoming & Raleigh Counties at a point of its intersection with the dividing line of the Slab Fork and Oceana tax districts. Following the Oceana and Slab Fork boundary line to a southwest point of intersection of the Center tax district boundary. From this point in a southernly direction follow the boundary of Center district and Slab Fork district to its intersection of Bearhole Fork. Proceeding in an easterly direction on Bearhole fork to the boundary of Twin Falls State Park. Following the outer boundaries of Twin Falls State Park to the top of Saulsville Mountain and back in a north-easterly direction from Polks Gap to the Raleigh-Wyoming County line. And all areas within these boundaries except the area included in the existing Glen Rogers Public Service District. This area shall be known as the Ravencliff-McGraws-Saulsville Public Service District." This shall be given by publication as a Class I legal advertisement in the Pineville Independent Herald, a newspaper of general circulation within the publication area and that said publication be at least ten (10) days prior to such hearing.

Furthermore, it is ORDERED that said notice be posted in at least five conspicuous places within the area of the proposed Public Service District which contains the same information as the published notice and said posted notices be posted not less than ten (10) days before said hearing.

This ORDER is entered to correct an order entered on the 1st day of November 1977. This ORDER will change Section 3 of the original order to read as follows:

> Section 3. That the County Commission of Wyoming County, West Virginia, has determined that the territory within Wyoming County, West Virginia, having the herein-above described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying 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.

ENTERED this 4th day of August, 1992, by the Wyoming County Commission.

H. R. Davis, President

George W. Ford, Commissioner

Harold E. Hayden, Commissioner

WYOMING COUNTY, WEST VIRGINIA IN RE: RAVENCLIFF—MCGRAWS—SAULSVILLE PUBLIC SERVICE DISTRICT

On the 4th day of August, 1992, the Commission, on its own motion, unanimously supported by all of the Commissioners, in order to correct an error in an order entered on the 1st day of November, 1977, doth propose the the creation of a Public Service District heretofore designated as Ravencliff-McGraws-Saulsville Public Service District, to provide water service, in accordance with the provisions of West Virginia Code 16-13A-2, as amended.

In furtherance of the aforesaid provisions of the law, the Commission doth hereby ORDER that a date be fixed for hearing on the motion made to create the Ravencliff-McGraws-Saulsville Public Service District, said hearing to be held in the offices of the County Commission of Wyoming County at the Courthouse in Pineville, West Virginia on the 25th day of August, 1992, which date is not more than 40 days nor less than 20 days from the date of this motion proposing said Public Service District.

It is further ORDERED that a notice of such hearing and the time and place thereof, setting forth a description as follows: "Beginning at the northern boundary of Wyoming & Raleigh Counties at a point of its intersection with the dividing line of the Slab Fork and Oceana tax districts. Following the Oceana and Slab Fork boundary line to a southwest point of intersection of the Center tax district boundary. From this point in a southernly direction follow the boundary of Center district and Slab Fork district to its intersection of Bearhole Fork. Proceeding in an easterly direction of Bearhole Fork to the boundary of Twin Falls State Park. Following the outer boundaries of Twin Falls State Park to the top of Saulsville Mountain and back in a north-easterly direction from Polks Gap to the Raleigh-Wyoming County line. And all areas within these boundaries except the area included in the existing Glen Rogers Public Service District. This area shall be known as the Ravencliff-McGraws-Saulsville Public Service District." This shall be given by publication as a Class I legal advertisement in the Pineville Independent Herald, a newspaper of general circulation within the publication area and that said publication be at least ten (10) days prior to such hearing.

Furthermore, it is ORDERED that said notice be posted in at least five conspicuous places within the area of the proposed Public Service District which contains the same information as the published notice and said posted notices be posted not less than ten (10) days before said hearing.

This ORDER is entered to correct an order entered on the 1st day of November 1977. This ORDER will change Section 3 of the original order to read as follows:

> Section 3. That the County Commission of Wyoming County, West Virginia, has determined that the territory within Wyoming County, West Virginia, having the herein-above described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying 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.

ENTERED this 4th day of August, 1992, by the Wyoming County Commission.

H.R. Davis, President
George W. Ford, Commissioner
Harold E. Hayden, Commissioner

(8-12-1t)

PUBLISHER'S CERTIFICATE

I, Susan G. Ellison

of INDEPENDENT HERALD, INC., corporate publishers of the INDEPENDENT HERALD, a newspaper of general circulation published at Pineville, Wyoming County West Virginia, do hereby certify that the

Publication to correct an order to propose the creation of Ravencliff, McGraws, & Saulsville Public Service District

hereto attached, was published in said newspaper on the following dates, viz:

On August 12, 1992

INDEPENDENT HERALD, INC.

By Susan G. Ellison

Susan G. Ellison

Publisher's Fee, $ 37.36

STATE OF WEST VIRGINIA

COUNTY OF WYOMING, to-wit:

Subscribed and sworn to before me in my said county this 12 day of August 19 92

Notary Public

My commission expires 8-17-92

Superior-Welch XS293-1

A RESOLUTION AND ORDER CREATING RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT IN WYOMING COUNTY, WEST VIRGINIA

8/25/92

WHEREAS, the County Commission of Wyoming County, West Virginia, did heretofore by a resolution and order adopted the 4th day of August, 1992, fix a date for public hearing on the creation of the proposed Ravencliff-McGraws-Saulsville Public Service District and in and by said resolution and order provide that all persons residing in or owning or having an interest in property in the proposed Public Service District might appear before the County Commission at this meeting and have the opportunity to be heard for and against the creation of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13-A of the Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of said District, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed Public Service District and said County Commission has given due consideration to all matter for which such hearing was offered; and

WHEREAS, it is now deemed desirable by said County Commission to adopt a resolution and order creating said District:

NOW, THEREFORE, be it and it is hereby resolved and ordered by the County Comission of Wyoming County, West Virginia, as follows:

SECTION 1. That a Public Service District within Wyoming County, West Virginia, is hereby created, and said District shall have boundaries as set forth by the map attached hereto.

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

SECTION 3. That the County Commission of Wyoming County, West Virginia, has determined that the territory within Wyoming County, West Virginia, having the boundariesas follows:

"Beginning at the northern boundary of Wyoming & Raleigh Counties at a point of its intersection with the dividing line of the Slab Fork and Oceana tax districts. Following the Oceana and Slab Fork boundary line to a southwest point of intersection of the Center tax district boundary. From this point in a southernly direction follow the boundary of Center district and Slab Fork district to its intersection of Bearhole Fork. Proceeding in an easterly direction on Bearhole Fork to the boundary of Twin Falls State Park. Following the outer boundaries of Twin Falls State Park to the top of Saulsville Mountain and back in a north-easterly direction from Polks Gap to the Raleigh-Wyoming County line. And all areas within these boundaries except the area included in the existing Glen Rogers Public Service District. This area shall be known as the Ravencliff-McGraws-Saulsville Public Service District."

This is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties

supplying 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.

ADOPTED BY THE COUNTY COMMISSION this 25th day of August, 1992.

H. R. Davis, President

ATTEST:

D. Michael Goode, Clerk

Wyoming County Commission

Drawer 309
Pineville, West Virginia 24874
Telephone 304/732-8000
FAX 304/732-9659

D. Michael Goode, Clerk

Members of County Commission

G. W. Ford *H. R. Davis* *Harold Hayden*

September 15, 1992

Public Service Commission of WV
201 Brooks St. , P.O. Box 812
Charleston, WV 25323

RE: RAVENCLIFF-SAULSVILLE-MCGRAWS PSD
CASE # 87-211-W PF

Dear Mr. Cunningham:

The Ravencliff-Saulsville-McGraws Public Service District would like to respectfully request that the above referenced case be opened for review and request that a change be made in the original order dated 1977, that established the PSD. The wording should have read " to establish a Public Service District to provide water service for the residents of the district." The original order referred to sewer services, which was an error.

Very Truly Yours,

Mike

D. Michael Goode, Clerk

DMG:jlb

cc: Cassius H. Toon

Public Service Commission
Of West Virginia

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

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

September 18, 1992

D. Michael Goode, Clerk
Wyoming County Commission
Drawer 309
Pineville, WV 24874

Re: Case No. 87-211-W-PF
Ravencliff-Saulsville-McGraws PSD

Dear Mr. Goode:

This is response to your letter dated September 15, 1992, regarding Ravencliff-Saulsville-McGraws PSD (District). In your letter you indicated that the original county commission order creating the District had erroneously inserted the word "sewer" where the word "water" should have appeared, and that you have enacted an identical order using the same meets and bounds but correcting the single word "sewer" to "water".

Your request that the Public Service Commission reopen the original certificate case for the same typographical correction is unnecessary. The case you cite in your letter, i.e., Case No. 87-174-W-CN was, in fact, an application for a certificate of convenience and necessity for a water system. However, that case was dismissed because the District was unable to fund the project. Subsequently, the District obtained sufficient funding for the project and filed an application for, and was granted, a certificate of convenience and necessity to construct a water system in Case No. 88-174-W-CN. I have included copies of those orders for your information.

Since the Commission has already granted a certificate of convenience and necessity to the District to operate a water system, it is unnecessary for the Commission to reopen a case or take any other formal action on the County Commission's action of correcting a typographical error.

If we may be of any further assistance, please do not hesitate to contact us.

Yours very truly,

CASSIUS H. TOON
Staff Attorney
(304)340-0409

CHT/mh
Enclosures

cc: Howard M. Cunningham

2/9/93

IN THE COUNTY COMMISSION OF WYOMING COUNTY

IN RE: RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT EXTENSION

On the 9th Day of February,1993, this Commission, on its own motion, unanimously supported by all of the Commissioners, doth propose the expansion of the boundaries of the Ravencliff-McGraws-Saulsville Public Service District in accordance with the provisions of the West Virginia Code 16-13A-2,as amended.

In furtherance of the aforesaid provisions of the law, the Commission doth hereby ORDER that a date be fixed for hearing on the motion for the expansion of the boundaries of said District, into an area currently a part of Center Public Service District. This area is not offered any services by Center Public Service District. The said hearing to be held in the offices of the County Commission in the Courthouse in Pineville, W.Va. on the 9th day of March ,1993. The said date being not more than 40 days nor less than 20 days from the date of this motion.

It is further ORDERED that the proposed boundary expansion shall include the following: BEGINNING at the existing boundary line of the said Public Service District at the dividing line of the Slab Fork and Center Tax Districts on Wolf Gap on West Virginia Route 97; thence with the existing boundary line of said PSD in an easterly direction to the boundary line of the Twin Falls State Park; thence leaving said Districts existing boundary line and with the boundary line of Twin Falls State Park in a southeasterly direction crossing Cabin Creek to a point of latitude 37° 36' 30" in a longitude of 81° 26' 43"; thence leaving boundary line of Twin Falls State Park and running due South crossing Cabin Creek Ridge and West Virginia Route 10 to a point in the center of Guyandotte River, being the dividing line of Slab Fork and Barkers Ridge Tax Districts; thence running down stream with the center of the Guyandotte River to the intersection of the Guyandotte River and Cabin Creek which is the dividing point of the Slab Fork, Barkers Ridge and Center Tax districts; thence running down

stream with the center of the Guyandotte River and the dividing line of the Barkers Ridge and Center Tax Districts by the community of New Richmond to a point int he center of the Guyandotte River at a latitude of 37° 24' 23" and longitude of 81° 30' 00"; thence leaving the Guyandotte River and the Barkers Ridge tax district and running due North through the Center Tax District crossing West Virginia Route 10 and Wset Virginia Route 97 and continuing by the community of Castle to a point on Pretty Ridge in the dividing line of Center and Slab Fork Tax Districts and being the existing boundary line of the said Public Service District; thence with the existing boundary line of the Ravencliff-McGraws-Saulsville PSD and the dividing line of Center and Slab Fork Districts in a southeasterly direction along Pretty Ridge to the Beginning, and containing 13.36 square miles, more or less.

It is further ORDERED that a Notice of such hearing and the time and place thereof setting forth the description of the proposed expansion of the said Ravencliff-McGraws-Saulsville Public Service District being given by publication as a Class I legal advertisement in the Pineville Independent Herald, and the Mullens Advocate, newspapers of general circulation within the publication area, and that said publication be at least ten days prior to such hearing.

It is further ORDERED that the said Notice be posted in at least five conspicuous places within the affected areas, and said Notices posted not less than ten days before the hearing.

ENTER this 9th day of February, 1993.

WYOMING COUNTY COMMISSION

H. R. DAVIS

HAROLD HAYDEN

ED HARLESS

I, D. Michael Goode, Clerk of the County Commission of Wyoming County, West Virginia, do certify that the foregoing Order is correct, as taken from the records of this office.

Given under my hand and official seal the 4th day of March, 19 94

D. Michael Goode Clerk

By Jewel L. Biles Deputy

IN THE COUNTY COMMISSION OF WYOMING COUNTY

IN RE: RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT EXTENSION

On the 9th Day of February, 1993, this Commission, on its own motion, unanimously supported by all of the Commissioners, doth propose the expansion of the boundaries of the Ravencliff-McGraws-Saulsville Public Service District in accordance with the provisions of the West Virginia Code 16-13A-2, as amended.

In furtherance of the aforesaid provisions of the law, the Commission doth hereby ORDER that a date be fixed for hearing on the motion for the expansion of the boundaries of said District, into an area currently a part of Center Public Service District. This area is not offered any services by Center Public Service District. The said hearing to be held in the offices of the County Commission in the Courthouse in Pineville, W.Va. on the 9th day of March, 1993, at 9 a.m. The said date being not more than 40 days nor less than 20 days from the date of this motion.

It is further ORDERED that the proposed boundary expansion shall include the following: BEGINNING at the existing boundary line of the said Public Service District at the dividing line of the Slab Fork and Center Tax Districts on Wolf Gap on West Virginia Route 97; thence with the existing boundary line of said PSD in an easterly direction to the boundary line of the Twin Falls State Park; thence leaving said Districts existing boundary line and with the boundary line of Twin Falls State Park in a southeasterly direction crossing Cabin Creek to a point of latitude 37° 36'30" in a longitude of 81° 26' 43"; thence leaving boundary line of Twin Falls State Park and running due South crossing Cabin Creek Ridge and West Virginia Route 10 to a point in the center of Guyandotte River, being the dividing line of Slab Fork and Barkers Ridge Tax Districts; thence running down stream with the center of the Guyandotte River to the intersection of the Guyandotte River and Cabin Creek which is the dividing point of the Slab Fork, Barkers Ridge and Center Tax districts; thence running down stream with the center of the Guyandotte River and the dividing line of the Barkers Ridge and Center Tax Districts by the community of New Richmond to a point in the center of the Guyandotte River at a latitude of 37° 24' 23" and longitude of 81° 30' 00"; thence leaving the Guyandotte River and the Barkers Ridge Tax District and running due North through the Center Tax District crossing West Virginia Route 10 and West Virginia Route 97 and continuing by the community of Castle to a point on Pretty Ridge in the dividing line of Center and Slab Fork Tax Districts and being the existing boundary line of the said Public Service District; thence with the existing boundary line of the Ravencliff-McGraws-Saulsville PSD and the dividing line of Center and Slab Fork Districts in a southeasterly direction along Pretty Ridge to the Beginning, and containing 13.36 square miles, more or less.

It is further ORDERED that a Notice of such hearing and the time and place thereof setting forth the description of the proposed expansion of the said Ravencliff-McGraws-Saulsville Public Service District being given by publication as a Class I legal advertisement in the Pineville Independent Herald, and the Mullens Advocate, newspapers of general circulation within the publication area, and that said publication be at least ten days prior to such hearing.

It is further ORDERED that the said Notice be posted in at least five conspicuous places within the affected areas, and said Notices posted not less than ten days before the hearing.

ENTER this 9th day of February, 1993.

WYOMING COUNTY COMMISSION,
H.R. DAVIS,
HAROLD HAYDEN,
ED HARLESS
(2-24-1t)

CHARLESTON
CASE NO. 93-0004-G-42T

HOPE GAS, INC., a corporation. In the matter of increased gas utility rates and charges.

NOTICE OF FILING AND OPPORTUNITY TO INTERVENE

On January 4, 1993, Hope Gas, Inc., a corporation, tendered for filing revised tariff sheets reflecting increased rates and charges of approximately $9.1 million or 8.8% annually, for furnishing gas utility service to approximately 109,340 customers in the Counties of Barbour, Boone, Braxton, Calhoun, Clay, Doddridge, Fayette, Gilmer, Harrison, Jackson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, McDowell, Mingo, Monongalia, Nicholas, Pleasants, Preston, Putnam, Raleigh, Ritchie, Roane, Taylor, Tucker, Tyler, Upsher, Wetzel, Wirt, Wood, and Wyoming, West Virginia to become effective February 3, 1993.

By order entered January 19, 1993, the use of the requested rates and charges was suspended until 12:01 a.m., November 1, 1993, unless otherwise ordered by the Commission.

Persons or corporations wishing to participate in this proceeding, for the purpose other than filing a protest to the requested rate increase, must file a written petition to intervene with the Executive Secretary of the Public Service Commission, P.O. Box 812, Charleston, West Virginia 25323, on or before March 5, 1993. Copies of the petition to intervene should also be forwarded to Hope Gas, Inc., E. Dandridge McDonald, Esq., P.O. Box 2151, Charleston, West Virginia 25328.

Any party or persons who has objection to a petition to intervene shall file written objection to such petition within thirty (30) days after the petition to intervene has been filed with the Commission. Otherwise, the Commission, in its discretion, may admit or deny the petitioner intervenor status without further hearing.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
Howard M. Cunningham,
Executive Secretary
(2-17-2t)

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ministration for the State of West Virginia and his successors in Office as State Director or Acting State Director, Trustee for the benefit of the United States of America, acting through the Farmers Home Administration, will sell the following described real estate:

Property situated in the State of West Virginia, County of Wyoming, Baileysville District, and more particularly described as follows:

BEGINNING at point 3249 on Georgia-Pacific Map No. 3905, dated October 26, 1970; thence S. 80° 01' W. for a distance of 102.10 feet to point 3244; thence N. 12° 11' W. for 100 feet; thence in a direct Easterly direction for 96 feet to a point; thence in a Southerly direction for a distance of 100 feet, back to the place of beginning, and being the same property that was conveyed to Carles R. Bradford and Brenda C. Bradford, by deed dated July 17, 1982, and of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia in Deed Book 335 at page 732, to which said deed reference is hereby made for a more complete and particular description of the property herein conveyed.

The real estate, being the same property described in said Deed of Trust, will be sold to the highest bidder at public auction on the 15th day of March, 1993, at 10:00 A.M. at the door of the Courthouse in and for said County.

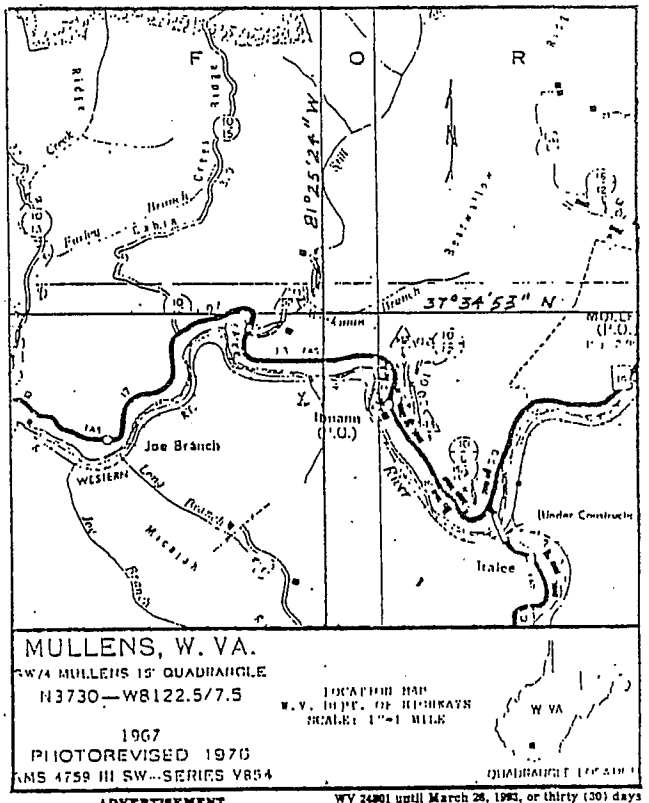
The real estate to be sold contains approximately 0.23 acre.

Subject to reservations, exceptions, rights of way, and easements that appear of record.

TERMS OF SALE: Cash. (Minimum of 10% of sale price on date of sale, balance within ten (10) days or upon delivery of the Deed). Title will be conveyed by Trustee's Deeds upon payment of balance.

Dated this 18th day of February, 1993.

WILLIAM F. PATTON,
Acting State Director of the
Farmers Home Administration
for the State of West Virginia,
Trustee
(2-24-2t)



ADVERTISEMENT

Notice is hereby given that Itmann Coal Company, P.O. Box 1288, Bluefield, VA 24605 has submitted an application to the Division of Environmental Protection for Extension of Inactive Status on Permit Number U-16-84 located near Itmann, West Virginia, in Slab Fork District of Wyoming County.

Written comments on this request will be received by the Permit Supervisor, Division of Environmental Protection, 331 Court Street, Welch, WV 24801 until March 26, 1993, or thirty (30) days from date of publication.

A copy of the request will be available until March 26, 1993, or thirty (30) days from date of publication, in the Division of Environmental Protection Regional Office located at the address above and in the Wyoming County Clerk's Office during normal business hours.

Permit No.: U-16-84
Telephone No.: 304/436-2181
(2-24-1t)

A RESOLUTION AND ORDER EXTENDING RAVENCLIFF- MCGRAWS-
SAULSVILLE PUBLIC SERVICE DISTRICT IN
WYOMING COUNTY, WEST VIRGINIA

WHEREAS, the County Commission of Wyoming County, West Virginia, did heretofore by a resolution and order adopted the 9th day of March, 1993, fix a date for public hearing on the expansion of the boundaries of the Ravencliff-McGraws-Saulsville Public Service District and in and by said resolution and order provide that all persons residing in or owning or having and interest in property in the expanded area of the Public Service District might appear before the County Commission at this meeting and have the opportunity to be heard for and against the expansion of said district; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13-A of the Chapter 16 of the West Virginia Code, and all interested persons have been afforded and opportunity of being heard for and against the expansion 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 Commission has given due consideration to all matter for which such hearing was offered; and

WHEREAS, IT IS NOW DEEMED DESIRABLE BY SAID County Commission to adopt a resolution and order expanding said District:

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

Section I. That a Public Service District within Wyoming County, West Virginia, is hereby expanded, the boundaties be extended to incorporate the area of New Richmond in Center DIstrict. The description of the boundaries being as follows:

BEGINNING at the existing boundary line of the said Public Service District at the dividing line of the Slab Fork and Center Tax Districts on Wolf Gap on West Virginia Route 97; thence with the existing boundary line of said PSD in an easterly direction to the boundary line of the Twin Falls State Park; thence leaving said Districts existing boundary line and with the boundary line of Twin Falls State Park in a southeasterly direction crossing Cabin Creek to a point of latitude 37° 36' 30" in a longitude of 81° 26' 43"; thence leaving boundary line of Twin Falls State Park and running due South crossing Cabin Creek Ridge and West Virginia Route 10 to a Point in the center of Guyandotte River, being the dividing line of Slab Fork and Barkers Ridge Tax Districts; thence running down stream with the center of the Guyandotte River to the intersection of the Guyandotte River and Cabin Creek which is the dividing point of the Slab Fork, Barkers Ridge and Center Tax districts; thence running down stream with the center of the Guyandotte River and the dividing line of the Barkers Ridge and Center Tax Districts by the community of New Richmond to a point in the center of the Guyandotte River at a latitude of 37° 24; 23" and longitude of 81° 30' 00"; thence leaving the Guyadotte RIver and the Barkers Ridge tax district and running due NOrth through the Center Tax District crossing West Virginia Route 10 and West Virginia Route 97 and continuing by the comminity of Castle to a point on Pretty Ridgein the dividing line of Center and Slab Fork Tax Districts and

being the existing boundary line of the Ravencliff-McGraws-Saulsville PSD and the dividing line of Center and Slab Fork Districts in a southeasterly direction along Pretty Ridge to the Beginning, and containing 13.36 square miles, more or less.

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

Section 3. That the County Commission of Wyoming County, West Virginia, has determined that the territory within Wyoming County, West Virginia, having the herein-above described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance , operation, improvement and extension of properties supplying potable 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.

ADOPTED BY THE COUNTY COMMISSION this 9th day of March, 1993.

H. R. Davis, President

ATTEST:

D. Michael Goode, Clerk

I, D. Michael Goode, Clerk of the County Commission of Wyoming County, West Virginia, do certify that the foregoing Order is correct, taken from the records of this office.

Given under my hand and official seal this 16th day of March, 19 93

D. Michael Goode, Clerk

By Jewell Bales, Deputy

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: June 30, 1993

CASE NO. 93-0207-PSWD-PC

WYOMING COUNTY COMMISSION
Petition for consent and approval
to extend the boundaries of the
Ravencliff-Saulsville-McGraw Public
Service District.

RECOMMENDED DECISION

PROCEDURE

On March 12, 1993, the Wyoming County Commission filed a petition to enlarge the boundary of the Ravencliff-Saulsville-McGraw Public Service District (District), pursuant to West Virginia Code §16-13A-2. Said District is to be enlarged to provide water to New Richmond, situate in Central District, Wyoming County.

In an Initial and Final Internal Memorandum filed April 2, 1993, Drexel M. Vealey, Esquire, Staff Attorney, Legal Division, explained that Mr. Robert M. Hubbard, Utility Financial Analyst, in a Memorandum filed on April 2, 1993, recommended approval of the expansion of the boundaries of the District. He also explained that the expansion of the District is for the provision of water services only since the area to be encompassed by the District is presently receiving its sewer service from the Center Public Service District. Mr. Vealey indicated that the Wyoming County Commission was aware of the overlapping of the boundaries in this case and Staff is of the opinion that, since the two Districts do not supply the same services, a boundary adjustment is not necessary for Center Public Service District.

By Commission Referral Order entered on April 5, 1993, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before October 7, 1993.

In order to complete the requirements as set forth in West Virginia Code §16-13A-2, this matter was set for a hearing to be held in the County Commissioners' Courtroom, Wyoming County Courthouse, Pineville, West Virginia, on June 10, 1993, by Order dated April 20, 1993.

The hearing was held as scheduled. Appearing at the hearing was Drexel M. Vealey, Esquire, Staff Attorney, Legal Division. No persons from the public appeared in protest to the Wyoming County Commission's petition. Since no one appeared in protest to the petition, no evidence was taken and the matter was submitted as an unprotested case.

FINDINGS OF FACT

1. On March 12, 1993, the Wyoming County Commission filed a petition to enlarge the boundaries of the Ravencliff-Saulsville-McGraw Public Service District to provide water service to the area of New Richmond, located in the Central District of Wyoming County. (See, County Petition).

2. In an Initial and Final Internal Memorandum filed April 2, 1993, Drexel M. Vealey, Esquire, Staff Attorney, Legal Division, explained that Commission Staff recommended approval of the expansion of the Ravencliff-Saulsville-McGraw Public Service District, as it is for the provision of water services only, since the area encompassed by the enlarged District is presently receiving its sewer service from the Center Public Service District. (See, Memorandum dated March 31, 1993).

3. In an Order dated April 20, 1993, a hearing was scheduled to be held in this matter in order to complete the requirements of West Virginia Code §16-13A-2 to be held in the County Commissioners' Courtroom, Wyoming County Courthouse, Pineville, West Virginia, on June 10, 1993. (See, Order dated April 20, 1993).

4. At the hearing held in this matter on June 10, 1993, no persons from the public appeared in protest to the Wyoming County Commission's petition, whereupon, the matter was submitted as an unprotested case. (Tr., p. 4).

DISCUSSION

This case involves a petition filed by the Wyoming County Commission to enlarge the boundaries of the Ravencliff-Saulsvile-McGraw Public Service District to provide water service to the area of New Richmond, located in the Central District of Wyoming County. In accordance with the provisions of West Virginia Code §16-13A-2, a hearing was scheduled to be held in Wyoming County on June 10, 1993. The hearing was held on that date and no parties appeared from the public to make protest to the Wyoming County Commission's petition, whereupon, the matter was submitted as an unprotested case.

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since a public hearing was held in Wyoming County, in accordance with the provisions of West Virginia Code §16-13A-2 on the petition filed by the Wyoming County Commission, and no one appeared at the hearing to make protest to the petition, said petition can be approved as an unprotested case.

ORDER

IT IS, THEREFORE, ORDERED that the petition of the Wyoming County Commission, filed on March 12, 1993, to enlarge the boundaries of the Ravencliff-Saulsville-McGraw Public Service District to provide water

service to the area of New Richmond, situate in the Central District of Wyoming County, be, and the same hereby is, approved.

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

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

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

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

Robert W. Glass
Administrative Law Judge

RWG:jas

The said Will is thereupon admitted to probate and recorded as and for the Last Will and Testament of Garnett Rinehart, deceased.

RAVENCLIFF-SAULSVILLE-MCGRAWS PSD-Board members reaffirmed

Motion was made by Jason Mullins and seconded by Dr. Samuel Muscari, Sr. to reaffirmed the appointment of Bryce Phillips, Mike Smith and Mike McGraw as board members for the Ravenclif-Saulsville-McGraw PSD. The motion passed unanimously.

EXONERATIONS/REFUNDS

The Court approved the following exonerations and/or refunds:

Louise Bailey et als

They were erroneously assessed for the year 29008 on Map 9 Parcel 38 ½ of Lot 339 Ravencliff. New information received after 2008 tax year completed. The house is in unsound condition. Therefore, we are exonerating $8,100.00 assessed valuation, taxes in the amount of $192.00.

MINUTES APPROVED

A motion was made by Jason Mullins to approve the minutes of January 7, 2009. The motion was seconded by Dr. Muscari and passed unanimously.

BILLS APPROVED

Bills in the amount of $556,679337 were presented to the Commission for review and approval. A motion was made by Dr. Muscari to approve all bills. The motion was seconded by Jason Mullins and passed.

BUD VOLUNTEER FIRE DEPARTMENT-Money from Mike Burdiss

Virgil Shrewsbury stated that last March Mike Burdiss told him Virgil that he had obtained $3500.00 for the Bud Fire Department but the check could not be sent directly to the Fire Department since they do not have a Federal Identification Number. The money would be sent to the Wyoming County Commission and the Commission would then give it to the fire department. He wants to know what procedure they have to use to get the money from the Commission? Mike Goode said he would check to see if the county ever received the money and if it is here, the county will issue a check to the fire department. Mr. Shrewsbury also asked if the Commission could finish paying off the loan the fire department got from the bank to pay for a truck they financed two years ago? (The question was asked as to whether the fire department is currently certified. Mr. Shrewsbury stated that they cannot be certified until they have proper equipment for everyone of the ten firemen. It would cost approximately $3000 for each one of the firefighters.) They have had fundraisers and still have an outstanding debt of $1230.00. No action was taken on this request.

CELL PHONES

Rick Staton, Prosecuting Attorney, said he had checked on whether the county can reimburse those who choose to keep their personal cell phones rather than use a county issued cell phone. The county can reimburse for the flat fee, but not the personal calls made on those phones. Michael E. Cook, Jason Mullins and Rick Staton all want to continue using their personal phones.

COMPUTER BACK UP-OFF SITE

STATE OF WEST VIRGINIA,

COUNTY OF WYOMING, TO WIT:

The Wyoming County Commission met in regular session on **January 21, 2009** in the Commission Chambers in the Jail Annex Building.

PRESENT: Silas Mullins, Jr., Dr. Samuel Muscari, Sr. and Jason E. Mullins

RANDALL ALIFF—Public Official's Bond

This day the Court approved the public official's bond for Randall Aliff, Sheriff of Wyoming County, in the penal sum of Five Hundred Thousand ($500,000.00) Dollars.

MICHAEL E. COOK-Public Official's Bond

This day the Court approved the public official's bond for Michael E. Cook, Assessor, in the penal sum of Twenty Five Thousand ($25,000.00) Dollars.

JASON MULLINS—Public Official's Bond

This day the Court approved the public official's bond for Jason Mullins, County Commissioner, in the penal sum of Twenty Five Thousand ($25,000.00) Dollars.

Vacation Carry Over

This day the Court approved the following vacation carry over:

Sheriff's Tax Office: Sherri Bland 15 days; Barbara Breeden 15; Melissa Cline 3.25; Carolyn Goode 13; Leigh Ann Lumbo 15; Pamela Trent 15. Circuit Clerk's Office: Kelly Goode 12.25; Laura McKinney 14; Tammy McMillion 15; Sherry Peterson 10:75; Beverly Toler 10:75.

ESTATE OF ELMER MAYNARD—Administratrix Appointment

This day the Clerk brought to the attention of the Court the fact that he had on the 6th day January 2009 appointed Stella Webb as Administratrix of the personal estate of Elmer Maynard, deceased; and had approved a bond executed by the said Stella Webb as such Administratrix in the penal sum of three thousand ($3,000.00) dollars with Oliver Maynard as surety. All which is hereby confirmed and approved by the Court.

PROBATE OF WILL—Estate of Margaret H. Kemp

This day a paper writing bearing date the 3rd day of February 2003 purporting to be the Last Will and Testament of Margaret H. Kemp, deceased, Mullens, Wyoming County, West Virginia was produced and offered for probate.

Whereupon came Mary H. Rinehart and Kathy M. Kestner, the two witnesses thereto, who after being first duly sworn did depose and say, each as follows: That they were well acquainted with the said Margaret H. Kemp while she was living and at the time of her death; that they were present at the time of the execution of said Will and that they saw the said sign the same; that they signed the same as witnesses thereto, in the presence of each other; that at the time of the signing of the said Will, as aforesaid, the said testatrix was, to the best of their apprehension, of sound mind and disposing memory, and wholly competent to make a Will and Transact business and over the age of 18 years.

January 21, 2009

Whereupon came Ronald L. Bowling, Executor named in The Last Will and Testament of Margaret H. Kemp, deceased and qualified as such by taking the required oath of office. No bond was required as specified in said Will.

The said Will is thereupon admitted to probate and recorded as and for the Last Will and Testament of Margaret H. Kemp, deceased.

PROBATE OF WILL—Estate of Jacqueline Ann Adams

This day a paper writing bearing date the 18th day of August 1975 purporting to be the Last Will and Testament of Jacqueline Ann Adams, deceased, Mullens, Wyoming County, West Virginia was produced and offered for probate.

Whereupon came Cheryl Cooper, Debbie McVey and Mary Jo Trent, the three witnesses thereto, who after being first duly sworn did depose and say, each as follows: That they were well acquainted with the said Jacqueline Ann Adams while she was living and at the time of her death; that they were present at the time of the execution of said Will and that they saw the said sign the same; that they signed the same as witnesses thereto, in the presence of each other; that at the time of the signing of the said Will, as aforesaid, the said testatrix was, to the best of their apprehension, of sound mind and disposing memory, and wholly competent to make a Will and Transact business and over the age of 18 years.

Whereupon came Robert Harrison Adams, Executor named in The Last Will and Testament of Jacqueline Ann Adams, deceased and qualified as such by taking the required oath of office. No bond was required as specified in said Will.

The said Will is thereupon admitted to probate and recorded as and for the Last Will and Testament of Jacqueline Ann Adams, deceased.

FIRST COMMUNITY BANK-Depository Bond

This day the Court approved the depository bond for First Community Bank.

ESTATE OF VIRGIE KATHERINE BLAND—Administratrix Appointment

This day the Clerk brought to the attention of the Court the fact that he had on the 12th day January 2009 appointed Barbara Blankenship as Administratrix of the personal estate of Virgie Katherine Bland, deceased; and had approved a bond executed by the said Barbara Blankenship as such Administratrix in the penal sum of three thousand ($3,000.00) dollars with Heather D. Bolt as surety. All which is hereby confirmed and approved by the Court.

PROBATE OF WILL—Estate of Juanita Elizabeth Miller

This day a paper writing bearing date the 19th day of June 1998 purporting to be the Last Will and Testament of Juanita Elizabeth Miller, deceased, Covel, Wyoming County, West Virginia was produced and offered for probate.

Whereupon came W. Richard Staton and Lisa M. Brown, the two witnesses thereto, who after being first duly sworn did depose and say, each as follows: That they were well acquainted with the said Juanita Elizabeth Miller while she was living and at the time of her death; that they were present at the time of the execution of said Will and that they saw the said sign the same; that they signed the same as witnesses thereto, in the presence of each other; that at the time of the signing of the said Will, as aforesaid, the said testatrix was, to the best of their apprehension, of sound mind and disposing memory, and wholly competent to make a Will and Transact business and over the age of 18 years.

Whereupon came William Calvin Smith, Executor named in The Last Will and Testament of Juanita Elizabeth Miller, deceased and qualified as such by taking the required oath of office. No bond was required as specified in said Will.

The said Will is thereupon admitted to probate and recorded as and for the Last Will and Testament of Juanita Elizabeth Miller, deceased.

ESTATE OF DEBORA LEE—Administratrix Appointment

This day the Clerk brought to the attention of the Court the fact that he had on the 12th day January 2009 appointed Edith Lee as Administratrix of the personal estate of Debora Lee, deceased; and had approved a bond executed by the said Edith Lee as such Administratrix in the penal sum of (none required). All which is hereby confirmed and approved by the Court.

ESTATE OF ALICE CAIN-Final Accounting

This day the Commission approved the final accounting of Joyce A. Cain and Elfreda McKinney, Personal Representatives of the estate of Alice Cain, deceased, acknowledging that they have properly accounted for all receipts coming into their hands from said estate and made proper distribution therefore, and that their accounting is final and complete. Joyce A. Cain and Elfreda McKinney and the surety on their bond if any, are hereby released and forever discharged from all further liability regarding said estate.

ESTATE OF PEARL DAMERON-Final Accounting

This day the Commission approved the final accounting of Betty Ann Lester, Personal Representative of the estate of Pearl Dameron, deceased, acknowledging that she has properly accounted for all receipts coming into her hands from said estate and made proper distribution therefore, and that her accounting is final and complete. Betty Ann Lester and the surety on her bond if any, are hereby released and forever discharged from all further liability regarding said estate.

ESTATE OF WILLIAM E. LESTER-Final Accounting

This day the Commission approved the final accounting of Helen J. Lester, Personal Representative of the estate of William E. Lester, deceased, acknowledging that he has properly accounted for all receipts coming into his hands from said estate and made proper distribution therefore, and that his accounting is final and complete. William E. Lester and the surety on his bond if any, are hereby released and forever discharged from all further liability regarding said estate.

BANK BALANCES

Bank balances were detailed as follows: General County $696,770.39; General County CD $1,509,950.26; Coal Tax $720,691.88; 911 $420,318.24; Airport $9,213.34; Home Confinement $14,668.00; Landfill $51,311.81; Magistrate Court $4,343.36; Dog & Kennel $2,154.90; Worthless Check $46,353.80; History Book $2,648.92; Concealed Weapon $14,221.57; Enhanced 911 $5462.67; Voter Registration $5507.87; Special Law Enforcement $18,538.36; Pros Att Drug Force $4579.01; Airport Grant $32,775.85; Waste Coal $26,710.07; SynFuel $463,733.78; Unclaimed Prop. $5873.96; Gen School $3092.87; WVDSR $194.50; Co. Valuation$144,080.71; Landfill Escrow $90,300.00.

ESTATE OF FRANCIS JEAN EVANS-Unadministered Estate

I, Dale Scott Evans, being first duly sworn according to law, depose and say that I am duly appointed and qualified personal representative or the sole beneficiary of the Estate of Francis Jean Evans, deceased; that Dale Scott Evans is the sole beneficiary of said decedent's estate; that the said beneficiary is competent at law and not under any

legal disability; that said decedent's estate will be distributed to said sole beneficiary in accordance with the terms and provisions of said decedent's will or under the laws of Descent and Distribution of the State of West Virginia; that there is no requirement of any further administration upon said decedent's estate; and that no reference to a fiduciary commissioner is necessary or required pursuant to Chapter 44, Article 2, Section 2 (b) of the West Virginia Code as amended.

C. S. PARKER—Salary as Chief Deputy

Sheriff Aliff informed payroll via letter that C. S. Parker's salary will be $3350.00 per month.

ESTATE OF ELLA JEAN SHIELDS—Administrator Appointment

This day the Clerk brought to the attention of the Court the fact that he had on the 31st day of December 2008 appointed Rodney A. Lusk as Administrator of the personal estate of Ella Jean Shields, deceased; and had approved a bond executed by the said Rodney A. Lusk as such Administrator in the penal sum of (none required). All which is hereby confirmed and approved by the Court.

PROBATE OF WILL—Estate of John W. Martin

This day a paper writing bearing date the 28th day of July 2004 purporting to be the Last Will and Testament of John W. Martin, deceased, Mullens, Wyoming County, West Virginia was produced and offered for probate.

Whereupon came Lisa Workman and Tammy D. Talbert, the two witnesses thereto, who after being first duly sworn did depose and say, each as follows: That they were well acquainted with the said John W. Martin while he was living and at the time of his death; that they were present at the time of the execution of said Will and that they saw the said sign the same; that they signed the same as witnesses thereto, in the presence of each other; that at the time of the signing of the said Will, as aforesaid, the said testator was, to the best of their apprehension, of sound mind and disposing memory, and wholly competent to make a Will and Transact business and over the age of 18 years.

Whereupon came Woodrow W. Martin, Jr., Executor named in The Last Will and Testament of John W. Martin, deceased and qualified as such by taking the required oath of office. No bond was required as specified in said Will.

The said Will is thereupon admitted to probate and recorded as and for the Last Will and Testament of John W. Martin, deceased.

PROBATE OF WILL—Estate of Garnett Rinehart

This day a paper writing bearing date the 7th day of May 1992 purporting to be the Last Will and Testament of Garnett Rinehart, deceased, Wyoming County, West Virginia was produced and offered for probate.

Whereupon came Rita Lilly and Wilma G. Kirk, the two witnesses thereto, who after being first duly sworn did depose and say, each as follows: That they were well acquainted with the said Garnett Rinehart while she was living and at the time of her death; that they were present at the time of the execution of said Will and that they saw the said sign the same; that they signed the same as witnesses thereto, in the presence of each other; that at the time of the signing of the said Will, as aforesaid, the said testatrix was, to the best of their apprehension, of sound mind and disposing memory, and wholly competent to make a Will and Transact business and over the age of 18 years.

Whereupon came Jimmy Rinehart, Executor named in The Last Will and Testament of Garnett Rinehart, deceased and qualified as such by taking the required oath of office. No bond was required as specified in said Will.

Mr. Staton also said he had done some checking into doing an off site back up of computer files. According to Phillips Technology there are several companies in the area that do this. It would require no additional equipment here at the courthouse. He suggests that the Commission get quotes from at least three companies for this.

DAVID STOVER-Water problems with basements

January 21, 2009

David Stover said that he had been in touch with Be Dry regarding the work on the larger basement. The company is sending a packet to the Commission with a contract for their signature. The Commission would have to return the contract along with $1225.00 down payment for the work. The total job will costs $8175.00. The work will be started the first week in March. A motion was made by Jason Mullins and seconded by Dr. Muscari to approve signing the contract and issuing the check for the down payment.

EDA—Resolution for the board for Planning Commission

Christy Laxton, Executive Director of the EDA, presented to the Commission a Resolution approving the terms for the board members for the Planning Commission. A motion was made by Jason Mullins to approve the resolution for the terms for the board members of the Planning Commission. The motion was seconded by Dr. Muscari and passed. Mrs. Laxton then presented to the Commission an amended copy of the Bylaws and Rules of Procedure for the Planning Commission. A motion was made by Jason Mullins and seconded by Dr. Muscari to approve the amended Bylaws and Rules of Procecure. The motion was approved unanimously.

WEB SITES

Silas Mullins asked if the Commission feels that the county really needs two web sites? The old web site Wyoming County.com has been kept by the EDA. The new one was designed by Rick George and is still being worked on. Christy Laxton said she did not feel the second one was needed, but the EDA would definitely be keeping the older one as all their emails are on it. Jason Mullins said he feels they should keep the second one for now and see how it works. He feels that the EDA needs their own.

OTSEGO WATER SYSTEM-Request for money

A written request from Curt England, Chairman of the Otsego Water System, asked the Commission if they could help the system buy some items needed to keep the system running with good water? The list asked for a Captive Air Tank 119 gallons , $900.00; an electric actuary 3"valve, $1600.00; and two 3" ball valves $202.00 each, $404.00; a total of $2904.00. A motion was made by Jason Mullins to approve paying the bills for the water system. The motion was seconded by Dr. Muscari and passed.

PROSECUTING ATTORNEY'S OFFICE-Clarification on Refurbishing office

Silas Mullins told the other Commissioners that when they approve the various items for the Prosecuting Attorney's office, they were not specific as to the refurbishing of the office. They approved the painting, but the office really needs some electrical work done as well as flooring issues. He asked if the Commission would agree to add this to the approved items? Mr. Staton is bring his own furniture down from his old office and this work should really be done before the furniture is moved in. The cost would be approximately $6000. Jason Mullins made a motion to approve the addition work and Dr. Muscari seconded the motion.

JO VAUGHAN CONSULTING—Precinct boundaries mapping

The Commission approved the County Clerk hiring someone to map the precinct boundaries at a cost of $2200.00. Today the Commission signed the contract for the work that was done by Jo Vaughan Consulting.

ANNEX JANITOR—Pam Compton hired fulltime

Interviews were held by Silas Mullins, Jr. and Jason Mullins, with the applicants for the position as janitor at the annex. Jason Mullins made a motion to hire Pam

January 21, 2009

Compton fulltime for this position. The motion was seconded by Dr. Muscari and passed.

JAIL BUILDING OFFICE COMPLEX—Advertise for bids

After some discussion a motion was made by Jason Mullins to advertise for bids to finish the renovation in the Jail building for the office complex on the second floor. The motion was seconded by Dr. Muscari and passed.

There was no further business so the meeting was adjourned at 11:35 a.m.

Silas Mullins, Jr.
President

OATH OF OFFICE

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

I, Mike McGraw, do solemnly swear that I will support the Constitution of the United States, and the Constitution of this State, and I further swear that I will faithfully and honestly discharge my duties as a board member for Ravencliff-Saulsville-McGraws Public Service District. (term ending 12-31-2012)

until my successor is duly elected or appointed, and qualified according to law, to the best of my skill and judgment, so help me God.

Michael J. McGraw, Affiant.

Taken, subscribed and sworn to before me this 27th day of February, 19XX 2007

Jewell L. Aguilar, N. P.

My Commission Expires 11th day of January, 19 2010

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JEWELL L. AGUILAR
P. O. BOX 559
QUESSA, WV 24870
My commission expires Jan. 11, 2010

OFFICE OF THE CLERK OF THE COUNTY COMMISSION
WYOMING COUNTY, W. VA. Feb 27, 2007 SS-
11:21 AM

Clerk

The foregoing writing, together with the certificate of acknowledgment thereof thereto annexed, was this day admitted to record.

By D. Michael Stowe, Deputy

OATH OF OFFICE

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

I, Mike Smith, do solemnly swear that I will support the Constitution of the United States, and the Constitution of this State, and I further swear that I will faithfully and honestly discharge my duties as a board member for Ravencliff Saulsville McGraws Public Service District. (Term ending 12-31-2010)

until my successor is duly elected or appointed, and qualified according to law, to the best of my skill and judgment, so help me God.

X Mike Smith, Affiant.

Taken, subscribed and sworn to before me this 27th day of February, 19 2007

David Griggs, N. P.

My Commission Expires 29 day of July

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DAVID GRIGGS
BOX 123
McGRAWS, WV. 25165
My commission expires July 29, 2008

BOOK 3 PAGE 389

2007 MAR -6 PM 3:50
PRINCETON, WV

OFFICE OF THE CLERK OF THE COUNTY COMMISSION
WYOMING COUNTY, W. VA. March 6, 2007 05-
3:50pm

Clerk

The foregoing writing, together with the certificate of acknowledgment thereof thereto annexed, was this day admitted to record.

By D. Michael Brooks, Deputy

OATH OF OFFICE

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

I, Bryce Phillips, do solemnly swear that I will support the Constitution of the United States, and the Constitution of this State, and I further swear that I will faithfully and honestly discharge my duties as a Board Member for Ravencliff-Saulsville-McGraws Public Service District. (Term expires: 06-30-2015)

until my successor is duly elected or appointed, and qualified according to law, to the best of my skill and judgment, so help me God.

Bryce P. Phillips, Affiant.

Taken, subscribed and sworn to before me this 29th day of January, ~~19~~ 2009

Jewell L. Aguilar, N. P.

My Commission Expires 11th day of January, ~~19~~ 2010

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JEWELL L. AGUILAR
P. O. BOX 569
OCEANA, WV 24870
My commission expires Jan. 11, 2010

RULES OF PROCEDURE

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT.

Section 2. The principal office of Ravencliff-McGraws-Saulsville Public Service District (the "District") will be located at McGraws, Wyoming County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Ravencliff-McGraws-Saulsville Public Service District, and in the center shall be inscribed the corporate seal.

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II
PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III
MEMBERSHIP

Section 1. The members of the Board of the District (the "Board") shall be those persons appointed by The County Commission of Wyoming County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV
MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the first 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 Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Board, two (2) members shall constitute a quorum. Each member of the Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least two (2) days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted. No business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of the Board, and the date, time, place and purpose of all special meetings of the Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. **Regular Meetings**. A notice shall be posted and maintained by the Secretary of the Board at the front door or bulletin board of the office of the District and, if different from the office, at the front door or bulletin board of the place fixed for regular meetings of the Board not less than three (3) business days before a regularly scheduled meeting is to be held, stating the date, time and place fixed and entered of record by the Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Board not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. **Special Meetings**. A notice shall be posted by the Secretary of the Board at the front door or bulletin board of the office of the District and at the front door or bulletin board of the place fixed for the regular meetings of the Board not less than two (2) business days before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. In addition, a copy of the agenda listing the matters requiring official action that may be addressed at the meeting for each special meeting shall be posted at the same locations by the Secretary of the Board not less than two (2) business days before such special meeting is to be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

For the purposes of calculating the number of days in any notice period based upon business days, Saturdays, Sundays, legal holidays and the day of the meeting are not counted.

ARTICLE V
OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI
DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII
AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 29th day of January, 2009.

Bryce P Phillips
Chairman

AFFIDAVIT OF PUBLICATION

BECKLEY NEWSPAPERS

BECKLEY, WEST VIRGINIA 25801

RECEIVED
2008 MAR 6 AM 8 39
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

February 21, 2008

STATE OF WEST VIRGINIA
COUNTY OF RALEIGH, to wit:

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

of NOTICE OF FILING
(Description of notice)

was duly published in said newspaper once a week for two successive weeks (Class 2), commencing with the issue of the 14th day of February, 2008, and ending with the issue of the 21st day of February, 2008, that said annexed notice was published on the following dates:

02/14/08,02/21/08 and that the cost of publishing said annexed notice as aforesaid was $ 304.56

Signed Tara Meyer
Tara Meyer
Legal Advertising Manager
Beckley Newspapers

Taken, subscribed and sworn to before me in my said county this:
21st day of February, 2008

My commission expires March 27, 2011

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIAN Notary Public of Raleigh County,
BECKLEY Newspapers
P. O. BOX 2985
BECKLEY, WV 25802
My commission expires March 27, 2011

COPY OF PUBLICATION

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 8th day of January, 2008.

CASE NO. 08-0025-PWD-CN

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
Box Office Box 217
McGraws, WV 25875

Application for a certificate of convenience and necessity to construct water system facilities to provide water service to 190 existing customers in the Matheny area and 155 potential customers in the Vesser and Trough Fork areas of Wyoming County.

NOTICE OF FILING

WHEREAS, on January 8, 2008, Ravencliff-McGraws-Saulsville Public Service District filed an application, duly verified, for a Certificate of Convenience and Necessity to construct certain additions and improvements to the Ravencliff-McGraws-Saulsville Public Service District water system in Wyoming County. The application is on file with and available for public inspection at the Public Service Commission of West Virginia, 700 Union Bldg., Charleston, West Virginia.

WHEREAS, the Ravencliff-McGraws-Saulsville Public Service District (District) estimates that construction will cost approximately $7,964,000.00. It is proposed that the construction will be financed as follows: USDA - Rural Utilities Service Grant in the amount of $1,759,000.00; Appalachian Regional Commission (ARC) grant in the amount of $7,000,000.00; West Virginia Infrastructure and Jobs Development Council grant in the amount of $500,000.00; and the issuing of revenue bonds through USDA Rural Utilities Service in the amount estimated not to exceed $3,600,000.00.

WHEREAS, the District anticipates charging the following water rates for its customers:

RATES:
First 3000 gallons
$10.98 per 1,000 gallons
Next 7,000 gallons
$8.04 per 1,000 gallons
Over 10,000 gallons
$7.06 per 1,000 gallons

MINIMUM MONTHLY BILL
for 3,000 gallons
$32.94 per month

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

RECONSTRUCTION TAP FEE
In the project area, the tap fee shall be one hundred dollars ($100.00) for all customers requesting service to the beginning of construction. After con-

PRECONSTRUCTION TAP FEE

In the project area, the tap fee shall be one hundred dollars ($100.00) for all customers requesting service to the beginning of construction. After construction begins, the normal tap fee of three hundred dollars ($300.00) will be charged.

TAP FEE

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

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

RECONNECTION CHARGE

The reconnection charge shall be twenty dollars ($20.00). To be charged whatever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

LEAK ADJUSTMENT INCREMENT

$2.65 per 1,000 gallons to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

BAD CHECKS-RETURNED CHECKS

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

These rates represent the following project-related increases in the revenue:

Residential

($) INCREASE $201,154.00

(%) INCREASE 45%

Commercial

($) INCREASE $10,629.00

(%) INCREASE 10%

Forfeited Discounts

($) INCREASE $4,513.00

(%) INCREASE 10%

The proposed increased rates and charges will produce approximately $216,596.00 annually in additional revenue, (project related), an increase of 39%.

These rates also represent non project-related increases in revenue being requested in a separate Rule 19A rate change filing:

Residential

($) INCREASE $35,863.00

(%) INCREASE 9%

Commercial

($) INCREASE $9741.00

(%) INCREASE 10%

Forfeited Discounts

($) INCREASE $1,160.00

(%) INCREASE 10%

The proposed increased rates and charges will produce approximately $46,564.00 annually in additional revenue, (non-project related), an increase of 9%.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

Pursuant to §24-2-11, West Virginia Code, IT IS ORDERED that the Ravenbluff - McGraws - Sauls District give notice of the filing of said application by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Wyoming

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2008 MAR 6 AM 8 39

W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

Pursuant to §24-2-11, West Virginia Code, IT IS ORDERED that the Ravenciff - McGraw - Saulsville Public Service District give notice of the filing of said application by publishing a copy of this order, once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Wyoming County, making due return to this Commission of proper certification publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Request to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protest and interventions should be addressed to Sandra Squire, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25323.

IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof.

FOR THE COMMISSION

Sandra Squire
Executive Secretary

2-21-THU2-RH-3LG-5881

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W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

AFFIDAVIT OF PUBLI

BECKLEY NEWSPAPERS
BECKLEY, WEST VIRGINIA

STATE OF WEST VIRGINIA, COUNTY OF WYOMING, TO WIT:

I, Marsha Sparks, being first duly sworn upon my oath, do depose and say that I am a Legal Clerk for Beckley Newspapers, Inc., a corporation which publishes the newspaper entitled The Wyoming County Report, an Independent newspaper that's published once a week for at least fifty weeks during the year, and that I have been duly authorized by the board of directors to execute this affidavit of publication.

of Legal Advertisement/Notice of Filing
Case no. 08-0023-PWD-CN
(Description of notice)

was duly published is said newspaper once a week for two successive weeks (Class II). commencing with the issue of the 18th day of February 2008, and ending with issue of the 25th day of February 2008 (and was posted at the _____ on the _____ day of _____); that said annexed notice was published on the following dates: 2-18-08 and 2-25-08 and that the cost of publishing said annexed notice as aforesaid was $221.94

Signed Marsha Sparks
Marsha Sparks
Beckley Newspapers

Taken, subscribed and sworn to before me in my said county this

_____ day of _____ 20_____

My Commission expires March 27 2011

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANA L. SLONE
BECKLEY NEWSPAPERS
P. O. BOX 2396
BECKLEY, WV 25802
My commission expires March 27, 2011

Diana L. Slone
Notary Public of Raleigh County
West Virginia

RECEIVED
2008 MAR 6 AM 8 40
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

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000 LEGAL ADVERTISEMENTS

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 8th day of January 2008:

CASE NO. 08-0023-PWD-CN

RAVENCLIFF-McGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
Post Office Box 217
McGraws, WV 25875

Application for a certificate of convenience and necessity to construct water system facilities to provide water service to 190 existing customers in the Mahany area and 155 potential customers in the Jesse and Rough Fork areas of Wyoming County.

NOTICE OF FILING

WHEREAS, on January 8, 2008, Ravencliff-McGraws-Saulsville Public Service District filed an application duly verified for a Certificate to construct certain additions and improvements to the Ravencliff-McGraws-Saulsville Public Service District water system in Wyoming County. The application is on file and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS the Ravencliff-McGraws-Saulsville Public Service District (District) estimates the construction will cost approximately $4,954,000.00 and it is proposed that the construction will be financed as follows: USDA Rural Utilities Service Grant in the amount of $1,750,000.00; Appalachian Regional Commission (ARC) Grant in the amount of $1,000,000.00; [illegible] in the amount of $500,000.00; and a loan from USDA Rural Utilities Service in the amount estimated not to exceed $2,400,000.00.

WHEREAS the District anticipates charging the following water rates to its customers:

RATES
First 3000 gallons
$10.98 per 1,000 gallons
Next 7,000 gallons
$8.04 per 1,000 gallons
Over 10,000 gallons
$7.06 per 1,000 gallons

MINIMUM MONTHLY BILL
For 3,000 gallons
$32.94 per month

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

PRECONSTRUCTION TAP FEE
In the project area the tap fee shall be one hundred dollars ($100.00) for all customers requesting service to the beginning of construction. After construction begins, the normal tap fee of three hundred dollars ($300.00) will be charged.

TAP FEE
The following charge is to be made whenever utility installs a new tap to serve an application. A tap fee of $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

RECONNECTION CHARGE
The reconnection charge shall be twenty dollars ($20.00). To be charged whenever the supply of water is turned on for violations of rules, non-payment of bills or fraudulent use of water.

LEAK ADJUSTMENT INCREMENT
$2.66 per 1,000 gallons to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. Full rate shall be applied to all such consumption above the customer's historical average usage.

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

These rates represent the following projected increases in the revenues:

Residential
($)INCREASE $201,164.00
(%)INCREASE 45%

Commercial
($)INCREASE $10,829.00
(%)INCREASE 10%

Forfeited Discounts
($)INCREASE $4,813.00
(%)INCREASE 10%

The proposed increased rates and charges will produce approximately $215,806.00 annually in [illegible]

[illegible] increase of 19%.

These rates also represent the following projected revenues [illegible] requested in a separate Rule 15A rate change [illegible]

Residential
($)INCREASE $35,663.00
(%)INCREASE 8%

Commercial
($)INCREASE $9741.00
(%)INCREASE 10%

Forfeited Discounts
($)INCREASE $1160.00
(%)INCREASE 10%

The proposed increased rates and charges will produce approximately $48,564.00 annually. In additional revenue, from projects related, an increase of 9%.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than averages. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

Pursuant to §24-2-11 of West Virginia Code (1931), ORDERED that the Ravencliff-McGraws-Saulsville Public Service District give notice of the filing of said application by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Wyoming County, making due return to the Commission of proper certificate of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of the publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of the certificate case, including any associated rate increase, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Request to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protest and intervention should be addressed to Sandra Squire, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25325.

IT IS FURTHER ORDERED that the protest are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and/or follow thereon.

FOR THE COMMISSION:
Sandra Squire
Executive Secretary

2-25-MON-2-WC

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

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2008 APR 9 AM 9 00

W VA PUBLIC SERVICE COMMISSION SECRETARY'S OFFICE

I, Gaither Perry, Publisher of Independent Herald, a paper published in the County aforesaid, do affirm that the Notice hereto attached was published in said paper for 2 successive weeks, the first publication thereof being on 20th day of February 2008 and the subsequent publication on the 27th day of February 2008, the _____ day of _____ 2008, the _____ day of _____ 2008, and the _____ day of _____ 2008.

State of West Virginia, Wyoming, to-wit:

_____ being duly sworn, says that he posted a copy of the annexed _____ at the front door of the Court House of said County, on the _____ day of _____ 2008.

Taken, subscribed and sworn to before me, this 10th day of March 2008. Printer's fee $ 213.75

Lisa R. Pauxton

Notary Public

MY COMMISSION EXPIRES ON 11-17-2017

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
My Commission Expires July 17, 2017

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture) and
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ELECTION OF OFFICERS FOR YEAR 2009, ADOPTION OF RULES OF PROCEDURE, MERGER RESOLUTION, BOND RESOLUTION, SUPPLEMENTAL RESOLUTION, SWEEP RESOLUTION AND FIRST DRAW RESOLUTION

The undersigned Secretary of the Public Service Board of Ravencliff-McGraws-Saulsville Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Ravencliff-McGraws-Saulsville Public Service District met in regular session, pursuant to notice duly given, on the 29th day of January, 2009, at Pineville, West Virginia, at the hour of 2:00 p.m.

PRESENT: Bryce Phillips
Mike McGraw
Mike Smith

ABSENT: None

Bryce Phillips, acted as Chairman, presided, and Mike Smith, acted as Secretary.

The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote for each office, the following members were elected to the following offices for the 2009 calendar year:

Bryce Phillips	-	Chairman
Mike Smith	-	Secretary

Next, the Chairman presented a proposed Rules of Procedure Resolution. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Rules of Procedure Resolution be adopted.

Next, the Chairman presented a proposed Merger Resolution pertaining to the acquisition of the assets of Matheny Public Service District and the expansion of the boundaries of Ravencliff-McGraw-Saulsville Public Service District. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Merger Resolution be adopted.

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 WATERWORKS FACILITIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,114,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN $1,586,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND

OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2009 A BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2009 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, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Sweep Resolution be adopted.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Draw Resolution be adopted.

*** *** ***

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

RAVENCLIFF-McGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

MEETING OF THE BOARD OF DIRECTORS

November 5, 2008

The regularly scheduled meeting of the Board of Directors has been called to order by Chairman Bryce Phillips followed by prayer of invocation by Mike Lafferty. Those present at the meeting are as follows:

Dale Stewart	Mike Lafferty	Bob Hazelwood	John Tuggle
Michael McGraw	Bryce Phillips	Kathy Winfrey	Mindy Day
Teresa Miller			

A motion made by Bryce Phillips to accept the minutes and financial reports has been passed after a second on the motion by Michael McGraw. There was, however, one change McGraw wanted noted concerning the hiring of Mr. Toler to do the appraisal of the Brunty property for the Jesse Matheny Project. McGraw wanted it noted that Bob Hazelwood would make the arrangements to get Mr. Toler to do the appraisal.

Mr. Hazelwood stated that ARC obligated to the one million dollar grant for the Jesse Matheny Project.

A letter informing R-M-S PSD of the closing of the road bond for the Keyrock Project was given to the Board by Kathy Winfrey. All work has been approved and accepted.

A review of the letter dated October 30th from Steptoe and Johnson has been done by the Board and instructed Kathy Winfrey to take care of all requests from the letter. This letter pertains to the Jesse Matheny Project Bond.

Mr. Phillips asked Mike Lafferty about the leak he has talked about for the last several months. Lafferty stated that they have concluded the leak to be in the area from the flow building in Cabin Creek to the end of the line in New Richmond. He also stated that the leak has worsened over a period of 39 months.

Dale Stewart, Board member for Matheny PSD, stated that the water in Matheny has cleared up a lot and the tank is loosing less water. Stewart also requested from R-M-S PSD the use of the road bore and compressor to extend a line to a few customers without service. McGraw stated that he had to talk to David Griggs first and then he would get in touch with him the following week. Mr. Stewart also stated that the new office being built will be ready soon. The PSD is planning to use the old office for the new filter room.

The Ravencliff-McGraws-Saulsville PSD will be electing officers for the Board of Directors today November 5, 2008. Michael McGraw moves to retain the current officers as follows: Bryce Phillips: Chairman of the Board
Michael McGraw: Co-Chair/Treasurer
Mike Smith: Secretary. After a majority of the votes being yes to the motion, Mr. Phillips seconds the motion. Motion carried.

The director of Regional I Planning, David Cole, has requested a meeting November 28th with Michael McGraw, Mike Goode and Angela Chestnut to evaluate the Hanover Project.

Teresa Miller informed the Board that the Debit Reserve Account would now be paid through the PAD Account. R-M-S PSD will deposit the payments into the PAD account for automatic withdrawal. Miller also stated that the New Richmond Loan has been paid off in full as of this day November 5th, 2008. The payment was paid to Rural Development.

M. Mcgraw moves to go into an executive session. Phillips seconds the motion.

M. Mcgraw moves to go back into regular session. Phillips seconds the motion.

Bryce Phillips moves adjourn the meeting. Michael McGraw seconds the motion. Motion carried. Meeting adjourned.

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture) and
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ELECTION OF OFFICERS FOR YEAR 2009, ADOPTION OF RULES OF PROCEDURE, MERGER RESOLUTION, BOND RESOLUTION, SUPPLEMENTAL RESOLUTION, SWEEP RESOLUTION AND FIRST DRAW RESOLUTION

The undersigned Secretary of the Public Service Board of Ravencliff-McGraws-Saulsville Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Ravencliff-McGraws-Saulsville Public Service District met in regular session, pursuant to notice duly given, on the 29th day of January, 2009, at Pineville, West Virginia, at the hour of 2:00 p.m.

PRESENT: Bryce Phillips
Mike McGraw
Mike Smith

ABSENT: None

Bryce Phillips, acted as Chairman, presided, and Mike Smith, acted as Secretary.

The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote for each office, the following members were elected to the following offices for the 2009 calendar year:

Bryce Phillips	-	Chairman
Mike Smith	-	Secretary

Next, the Chairman presented a proposed Rules of Procedure Resolution. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Rules of Procedure Resolution be adopted.

Next, the Chairman presented a proposed Merger Resolution pertaining to the acquisition of the assets of Matheny Public Service District and the expansion of the boundaries of Ravencliff-McGraw-Saulsville Public Service District. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Merger Resolution be adopted.

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 WATERWORKS FACILITIES OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,114,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND NOT MORE THAN $1,586,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND

OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), AND WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO THE SERIES 2009 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2009 A BONDS TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE SERIES 2009 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, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Sweep Resolution be adopted.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Mike Smith and seconded by Mike McGraw, it was unanimously ordered that the said Draw Resolution be adopted.

*** *** ***

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 2/2/2009

(See Reverse for Instructions)

ISSUE: Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 A (United States Department of Agriculture)

ADDRESS: Post Office Box 217, McGraws, West Virginia 25870 COUNTY: Wyoming

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 2/2/2009

CLOSING DATE: 2/2/2009

ISSUE AMOUNT: $1,114,000

RATE: 4.75%

1ST DEBT SERVICE DUE:

1ST PRINCIPAL DUE:

1ST DEBT SERVICE AMOUNT

PAYING AGENT: Issuer

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm:
Contact:
Phone:

CLOSING BANK:
Bank: First Peoples Bank of Mullens
Contact: Ron Bowling
Phone: 304.294.7115

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Bryce Phillips
Position: Chairman
Phone: 304.294.4511

OTHER:
Agency: United States Department of Agriculture
Contact: Teresa Miller
Position: Rural Development Specialist
Phone: 304.252.8644 x 4

DEPOSITS TO MBC AT CLOSE
By: ____ Wire ____ Check

____ Accrued Interest: $
____ Capitalized Interest: $
____ Reserve Account: $
____ Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ Check ____ IGT

____ To Escrow Trustee $
____ To Issuer $
____ To Cons. Invest. Fun $
____ To Other: ____ $

NOTES: Monthly debt service payments will be made directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2009 A Bonds Reserve Account. Payments into the Series 2009 A Bonds Reserve Account will commence 24 months following the date hereof.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 2/2/2009

(See Reverse for Instructions)

ISSUE: Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)

ADDRESS: Post Office Box 217, McGraws West Virginia 25870 COUNTY: Wyoming

PURPOSE OF ISSUE:
New Money: x
Refunding: ____

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 2/2/2009
CLOSING DATE: 2/2/2009
ISSUE AMOUNT: $1,586,000
RATE: 0%
1ST DEBT SERVICE DUE: 9/1/2010
1ST PRINCIPAL DUE: 9/1/2010
1ST DEBT SERVICE AMOUNT $10,299
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: First Peoples Bank of Mullens
Contact: Ron Bowling
Phone: 304.294.7115

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Bryce Phillips
Position: Chairman
Phone: 304.294.4511

OTHER:
Agency: West Virginia Infrastructure and Jobs Development Council
Contact: Jefferson Brady PE
Position: Director
Phone: (304) 558-4607

DEPOSITS TO MBC AT CLOSE
By: ____ Wire ____ Check

____	Accrued Interest:	$ ____
____	Capitalized Interest:	$ ____
____	Reserve Account:	$ ____
____	Other:	$ ____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ Check ____ IGT

____	To Escrow Trustee	$ ____
____	To Issuer	$ ____
____	To Cons. Invest. Fun	$ ____
____	To Other: ____	$ ____

NOTES: The Series 2009 B Bond Reserve Account to be funded over 10 years

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

First Peoples Bank ~~of Mullens~~, Mullens, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Resolution of the Ravencliff-McGraws-Saulsville Public Service District (the "Issuer"), adopted January 29, 2009, and a Supplemental Resolution of the Issuer adopted January 29, 2009 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated February 2, 2009, in the principal amount of $1,586,000 (the "Bonds") and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 2nd day of February, 2009.

FIRST PEOPLES BANK ~~OF MULLEN~~S

Authorized Officer

01.26.09
738680.00001

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

ACCEPTANCE OF DUTIES AS REGISTRAR OF SERIES 2009 B BONDS

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated February 2, 2009, in the principal amount of $1,586,000 (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 2nd day of February, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

01.26.09
738680.00001

CH4917495.1

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

CERTIFICATE OF REGISTRATION OF SERIES 2009 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 Ravencliff-McGraws-Saulsville Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, dated February 2, 2009, in the principal amount of $1,586,000, 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 2nd day of February, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

01.26.09
738680.00001

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

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

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 2nd day of February, 2009, by and between the RAVENCLIFF-MCGRAWS-SAULSVILLE 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 $1,586,000 Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in fully registered form (the "Series 2009 B Bonds"), pursuant to a Bond Resolution of the Issuer duly adopted January 29, 2009, and a Supplemental Resolution of the Issuer duly adopted January 29, 2009 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly

presented for exchange or transfer, and shall do so with the intention of maintaining the 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: Ravencliff-McGraws-Saulsville Public Service District
Post Office Box 217
McGraws, West Virginia 25875
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 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.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

01.26.09
738680.00001

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

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date February 2, 2009

Ravencliff-McGraws-Saulsville Public Service District
Account Number 6089001809

Ravencliff-McGraws-Saulsville Public Service District
Water Revenue Bond, Series 2009 B
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR February, 2009

****

TOTAL AMOUNT	$	500.00
TOTAL DUE	**$**	**500.00**

* 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

CASE NO. 08-0029

PWSID: WV3305518

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-558-2981

PERMIT

PROJECT: (Water) Jesse-Matheny Water Project, Phase I & II PERMIT NO.: 17,678

LOCATION: Jesse-Matheny COUNTY: Wyoming DATE: 9-6-2007

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Ravencliff-McGraws-Saulsville PSD
P. O. Box 217
McGraws, West Virginia 25875

is hereby granted approval to: Phase I: to install approximately 34,300 LF of 8", 28,400 LF of 6" and 10,800 LF of 2" water line; add a 218,000 gallon water storage tank (Matheny) and a 161,000 gallon water storage tank (Sabine); add a 170 G.P.M. duplex water booster station; add two (2) pressure reducing valve stations; telemetry; make improvements to the existing McGraws water treatment plant settling basin to reduce/prevent short circuiting and to add a second settling basin of equal size to the existing settling basin; and all necessary valves and appurtenances. Phase II: to install approximately 5,700 LF of 8", 16,100 LF of 6" and 4,800 LF of 2" water line; provide an emergency interconnection with the Town of Oceana's water system; and all necessary valves and appurtenances.

Phase I facilities are to serve approximately 347 customers in the areas of Jesse, Trough Fork and Matheny and will provide for the abandonment of the Matheny water treatment plant. Phase II facilities are to serve approximately 83 customers in the vicinity of Matheny in the areas of Coon Branch, Chestnut Flats Branch ,Bear Branch and Edith Branch.

Note: **This permit is contingent upon: 1) All new water line and water storage tanks being disinfected, flushed and bacteriologically tested, prior to use; and 2) Enclosing all existing and new water storage tanks with a minimum six (6) feet high fence with a locking gate.**

The Environmental Engineering Division of the **OEHS Beckley District Office**, telephone (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

RECEIVED
2008 JUL -7 PM 1:44
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

WSH:emt
pc: Pentree, Inc
es W. Ellars, P.E.
y Swann, PSC
oming County Health Department
HS EED Beckley District Office

RUS BULLETIN 1780-27
(Automated 8-97

FORM APPROVED
OMB. No. 0575-0015

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE **Board of Directors**

OF **Ravencliff-McGraws-Saulsville PSD**

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 **PHASE I**

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

WHEREAS, it is necessary for the **Ravencliff-McGraws-Saulsville PSD**
(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 ONE HUNDRED FOURTEEN THOUSAND AND XX / 100 DOLLARS

pursuant to the provisions of **Chapter 16, Article 13A of the 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.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, DC 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0015), Washington, DC 20503.

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 **$ 1,750,000.00**

    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 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the **Board of Directors** of the

Ravencliff-McGraws-Saulsville PSD has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 19th day of August, 2002

Ravencliff-McGraws-Saulsville PSD

(SEAL)

By Bryce Phillips
Bryce Phillips

Attest: Michael Smith
Michael Smith

Title Chairman

Title Secretary

CERTIFICATION TO BE EXECUTED AT LOAN

I, the undersigned, as Secretary of the **Ravencliff-McGraws-Saulsville PSD**

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 2nd day of February 2009 ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of February 2, 2009 ,
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 2nd day of February 2009

Mike Smith

Mike Smith

Title Secretary

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated January 27, 2009, between

Ravencliff-McGraws-Saulsville Public Service District
a public corporation organized and operating under

Chapter 16, Article 13A of the 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) (waste) system to serve the area under its jurisdiction at an estimated cost of $ 6,300,000 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than $ 4,200,000 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of $ 4,200,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed $ 2,100,000 or 33.3 percent of said project 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 for the purpose only of defraying a part not to exceed 33.3 percent of the project 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 xxxxxxxxxx xxxxxxxxxxxxxxx~~ as approved by the West Virginia Public Service Commission 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).

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 property 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 Federally sponsored projects.

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 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).

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, 11/20/1997]

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 $2,100,000 which it will advance to Grantee to meet not to exceed 33.3 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

attested and its corporate seal affixed by its duly authorized

Secretary

Attest:

By Mike Smith
Mike Smith
(Title) Secretary

By Bryce Phillips
Bryce Phillips
(Title) Chairman

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By Teresa A. Miller Rural Development Specialist
TERESA A. MILLER (Title)

IC-2
(7/30/01)

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 RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT (95W-163a) (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed $500,000 (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:

TERMS

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.

RAVENCLIFF-MCGRAWS-SAULSVILLE
PUBLIC SERVICE DISTRICT

By: Bryce Phillips
Its: Chairman
Date: February 2, 2009

(SEAL)

Attest:
Mch Smith
Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By:
Its: Executive Director
Date: February 2, 2009

(SEAL)

Attest:
Diane L. Roy
Its: Secretary-Treasurer

{C1469765.1}

Exhibit A

Project Description

The Project consists of improvements and extensions to the existing public waterworks system of the Governmental Agency, consisting of the construction of water system facilities to provide water service in Wyoming County to 190 new customers in the Matheny area and to 155 new customers in the Jesse and Trough Fork areas who are presently not provided water service by any utility, together with all appurtenant facilities.

West Virginia USA West Virginia Development Office

July 27, 2004

Mr. Bryce Phillips
Chairman
Ravencliff-McGraws-Saulsville Public
Service District
Box 357
Ravencliff, West Virginia 25913

Dear Mr. Phillips:

Congratulations on the approval of an Appalachian Regional Commission (ARC) grant of $1,000,000 for the Matheny/Jesse/Trough Fork project submitted by the Ravencliff-McGraws-Saulsville Public Service District. A copy of the approval letter and official ARC project description are enclosed. Please keep this information with your project files.

Should there be a need for any changes in the scope of the project or project funding, a request should be made to the West Virginia Development Office.

Please be aware that ARC funds are considered to be the last source of funding committed to a project. Should there be a cost underrun, the funds not used are considered ARC funds and would be returned to the Commission.

If you should have any questions, please feel free to contact me at 304-558-2001.

Sincerely,

Ashleigh D. Goode

Ashleigh Goode
ARC Representative

ADG:th

Enclosures

cc: Region I PDC
Wyoming County Commission
Rosemary Christian, USDA/RUS

APPALACHIAN REGIONAL COMMISSION
A Proud Past, A New Vision

Office of the Executive Director

REC'D JUL 26 2004

July 21, 2004

The Honorable Robert E. Wise, Jr.
Governor of West Virginia
State Capitol, Building 1
Charleston, West Virginia 25305

Re: Matheny/Jesse/Trough Fork Water Improvements (WV-14839-04-I-214)

Dear Governor Wise:

Enclosed is a copy of the Appalachian Regional Commission's approval of a grant for the referenced project dated July 20, 2004.

Appalachian Regional Commission funds in the amount of $1,000,000 have been made available to the Administrator, Rural Utilities Service, U.S. Department of Agriculture.

A copy of the approval is enclosed.

Sincerely yours,

Thomas M. Hunter

THOMAS M. HUNTER
Executive Director

Enclosure

cc: State Alternate

1666 CONNECTICUT AVENUE, NW WASHINGTON, DC 20235 (202) 884-7700 FAX (202) 884-7691

APPALACHIAN REGIONAL COMMISSION
A Proud Past, A New Vision

To: Anne B. Pope
Federal Co-Chair

Subject: Matheny/Jesse/Trough Fork Water Improvements
WV-14839-04-I-214

Grantee: Ravencliff-McGraws-Saulsville Public Service District

Counties: Wyoming (distressed) **Basic Agency:** USDA Rural Development

Goal: ARC Goal 2: *Appalachian communities will have the physical infrastructure necessary for self-sustaining economic development and improved quality of life.*

Purpose: To upgrade and expand water service to homes and businesses in Wyoming County.

Funding:

ARC (DC)	$1,000,000	23%	
Federal	$1,750,000	40%	(RD grant)
State	$ 500,000	11%	(IJDC grant)
Local	+1,114,000	26%	(RD loan)
Total	**$4,364,000**	**100%**	

Description: The Ravencliff-McGraws-Saulsville Public Service District (PSD) has proposed a project that will replace the existing Matheny PSD system, and extend new service lines to 394 customers in the Matheny, Jesse, and Trough Fork areas. The Matheny system has struggled with operations and regulatory compliance: broken lines and other problems have resulted in "boil water" notices intended to protect public health. The system's poor condition and small size (239 customers) limits its ability to conduct repairs or routine maintenance. In addition, residents in the nearby areas of Jesse and Trough Fork have not had access to any public water service. Because of scarce water supply and poor groundwater quality, many families in these areas supplement their wells with cisterns or hauled water.

To resolve these issues, the grantee will replace the existing Matheny water system with new water mains, and extend new lines to Jesse and Trough Fork. The project will also require two new water storage tanks, and an upgrade of the existing water treatment plant at McGraws.

Rationale and Benefits:

- The Matheny water system is obsolete and cannot be operated or upgraded efficiently. The system has also been affected by severe flooding in the past year. Wells in the Jesse and Trough Fork areas provide a limited supply of poor quality groundwater.
- Replacing the Matheny system and extending new service to Jesse and Trough Fork will protect public health, improve quality of life for residents, and eliminate the unnecessary duplication of services.
- Treatment plant and water storage upgrades will provide adequate supply for the new customers and future line extensions. The project will also allow for a potential interconnection with Oceana.

1666 CONNECTICUT AVENUE, NW, SUITE 700 WASHINGTON, DC 20009-1068 (202) 884-7799 FAX (202) 884-7691 www.arc.gov

Performance Measurement:

Outputs: 11 miles (58,000 LF) water line extension;
Two 150,000-gallon water storage tanks;
Treatment plant upgrade.

Outcomes: 367 homes, 19 businesses, and 8 other institutions served.

This project is consistent with the ARC Act and Code and is recommended for funding.

RECOMMENDED:

Thomas M. Hunter

THOMAS M. HUNTER
Executive Director

APPALACHIAN REGIONAL COMMISSION

A Proud Past, A New Vision

REV (8-98)

Notice to Obligate

To: Hilda G. Legg, Administrator
Rural Utilities Service
U.S. Department of Agriculture
South Building, Room 5014
14th & Independence Avenue, SW
Washington, DC 20250
Attn: Jayme Ames STOP Code 1570

cc: Mary Vance
Financial Accounting Branch - St. Louis
Rural Development
FC-361
POB 200011
St. Louis, MO 63120-0011

Pursuant to the Appalachian Regional Development Act of 1965, as amended, the Appalachian Regional Commission has approved the referenced project under appropriation 46X0200. Rural Development has agreed to obligate and administer the grant under the Memorandum of Agreement between ARC and USDA.

ARC Project Number: WV-14839-04-I-214

Project Title: Matheny/Jesse/Trough Fork Water Improvements

Grantee: Ravencliff-McGraws-Saulsville Public Service District
(Wyoming County, WV)

Approved Funding:

ARC Section 214	$ 1,000,000	23.00%
RD Grant (w/w)	1,750,000	40.00%
RD Loan (w/w)	1,114,000	26.00%
Other Federal	-	0.00%
State	500,000	11.00%
Local	-	0.00%
Total Project Cost	$ 4,364,000	100.00%

thorized USDA Administrative Charge: na

roved:

B. Pope
:al Co-Chair

JUL 2 0 2004
Date

USDA-RD
Form RD 1940-1
(Automated 8-97)

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED
Complete Items 1 through 30 and applicable Items 31 through 43. See FML.

1. CASE NUMBER ST: 57 CO: 055 BORROWER ID: 550679779	LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME: Ravencliff-McGraws-Saulsville PSD; PhAE I	3. NUMBER NAME FIELDS: 1 (1, 2, or 3 from Item 2)	
	4. STATE: West Virginia	
	5. COUNTY NAME: Wyoming	

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION	7. TYPE OF APPLICANT	8. COLLATERAL CODE	9. EMPLOYEE RELATIONSHIP CODE
0 (1 - WHITE, 2 - BLACK, 3 - AI/AN, 4 - HISPANIC, 5 - A/PI)	4 (1 - INDIVIDUAL, 2 - PARTNERSHIP, 3 - CORPORATION, 4 - PUBLIC BODY, 5 - ASSOC. OF FARMERS, 6 - ORG. OF FARM WORKERS, 7 - OTHER)	7 (1 - REAL ESTATE SECURED, 2 - REAL ESTATE AND CHATTEL, 3 - NOTE ONLY OR CHATTEL ONLY, 4 - MACHINERY ONL, 5 - LIVESTOCK ONL, 6 - CROPS ONLY, 7 - SECURED BY BONDS)	0 (1 - EMPLOYEE, 2 - MEMBER OF FAMILY, 3 - CLOSE RELATIVE, 4 - ASSOC.)

10. SEX CODE	11. MARITAL STATUS	12. VETERAN CODE	13. CREDIT REPORT
6 (1 - MALE, 2 - FEMALE, 3 - FAMILY UNIT, 4 - ORGAN. MALE OWNED, 5 - ORGAN. FEMALE OWNED, 6 - PUBLIC BODY)	(1 - MARRIED, 2 - SEPARATED, 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED))	(1 - YES, 2 - NO)	2 (1 - YES, 2 - NO)

14. DIRECT PAYMENT	15. TYPE OF PAYMENT	16. FEE INSPECTION	17. INTEREST CREDIT
0 (See FMI)	1 (1 - MONTHLY, 2 - ANNUALLY, 3 - SEMI-ANNUALLY, 4 - QUARTERLY)	2 (1 - YES, 2 - NO)	(1 - YES (FRO SFH ONLY), 2 - NO)

18. COMMUNITY SIZE	19. DWELLING TYPE/USE OF FUNDS CODE
(1 - 10,000 OR LESS, 2 - OVER 10,000 (FOR SFH AND HPG ONLY))	(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

20. TYPE OF ASSISTANCE	21. PURPOSE CODE	22. SOURCE OF FUNDS	23. TYPE OF ACTION
067 (See FMI)		2	1 (1 - OBLIGATION ONLY, 2 - OBLIGATION/CHECK REQUEST, 3 - CORRECTION OF OBLIGATION)

24. TYPE OF SUBMISSION	25. AMOUNT OF LOAN	26. AMOUNT OF GRANT
1 (1 - INITIAL, 2 - SUBSEQUENT)	$ 1,114,000.00	$ 1,750,000.00

27. AMOUNT OF IMMEDIATE ADVANCE	28. DATE OF APPROVAL (MO DA YR)	29. INTEREST RATE	30. REPAYMENT TERMS
	08 20 02	4.7500%	40

COMPLETE FOR SINGLE FAMILY HOUSING ONLY

31. INCOME CATEGORY CODES	32. LOW INCOME LIMIT-MAX.	33. ADJUSTED FAMILY INCOME
(1 - VERY LOW, 2 - LOW, 3 - MODERATE, 4 - ABOVE MODERATE)		

34. R.E.INSURANCE	35. R.E.TAXES 1st year	36. R.E. TAXES 2nd year	37. NOTE INSTALLMENT INELIGIBLE

38. TYPE OF UNIT (1 - FARM TRACT, 2 - NON-FARM TRACT)

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

39. PROFIT TYPE: 3 (1 - FULL PROFIT, 2 - LIMITED PROFIT, 3 - NONPROFIT)

COMPLETE FOR EM LOANS ONLY	COMPLETE FOR CREDIT SALE-ASSUMPTION
40. DISASTER DESIGNATION NUMBER (See FMI)	41. TYPE OF SALE (1 - CREDIT SALE ONLY, 2 - ASSUMPTION ONLY, 3 - CREDIT SALE WITH SUB LOAN, 4 - ASSUMPTION WITH SUBSEQUENT LOAN)
FINANCE OFFICE USE ONLY	**COMPLETE FOR FP LOANS ONLY**
42. OBLIGATION DATE (MO DA YR)	43. BEGINNING FARMER/RANCHER (See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case ...der COPY 1 - Finance Office COPY 2 - App... t/Lender Copy 3 - State Office

CERTIFICATION APPROVAL

For All Farmer Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availablity of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval offical will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan aproval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representatives completing title work and completing loan closing.

44. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICAL

Financial assistance provided subject to the "Letter of Conditions" dated August 19, 2002. Financial assistance subject to the terms and provisions of the 2002 Farm Bill.

45. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and requested payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For SFH & FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 29 of this form.

_____YES _____NO

WARNING: **Whoever, in any matter within the jurisdication of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more five years, or both."**

Date_____, 19____ Ravencliff-McGraws-Saulsville PSD

Date August 19, 2002 By: Bryce Phillips

Bryce Phillips, Chairman

46. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Gary N. Phillips

(Signature of Approving Official)

Date Approved: 8/20/02 Title: State Director

47. TO THE APPLICANT: As of this date 8/28/02 this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the County Supervisor or District Director.

RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2009 A
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

The undersigned duly authorized representative of First Peoples Bank of Mullens, Mullens, West Virginia (the "Bank"), hereby certifies that on February, 2009, the Bank received an automated transfer in the amount of $382,324 to the credit of the Series 2009 Bonds Construction Trust Fund, Account Number 028940.

WITNESS my signature on this 2nd day of February, 2009.

FIRST PEOPLES BANK OF MULLENS

By: _____
Its: Authorized Officer

01.26.09
738680.00001

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2009

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 Ravencliff, Saulsville, McGraws PSD
DBA: Attn: Kathy Winfrey
P.O. Box 217
McGraws, WV 25875

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	SP9152045-01	06/30/2008	06/30/2009	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurance)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 3,000,000
						PRODUCTS - COMP/OP AGG	$ 3,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	SX9250763-01	06/30/2008	06/30/2009	EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 1,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as an Additional Insured on the above listed SP9152045-01 General Liability policy

CERTIFICATE HOLDER

WV Water Development Authority
180 Association Drive
Charleston, WV 25311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: February 2, 2009

Re: Ravencliff-McGraws-Saulsville Public Service District Water Revenue Bonds, Series 2009 A (United States Department of Agriculture) and Water Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)

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1. DISBURSEMENTS TO RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT

A.

Payor:	United States of America, Department of Agriculture
Source:	Series 2009 A Bond Proceeds
Amount:	$382,324
Form:	ACH Transfer
Payee:	Ravencliff-McGraws-Saulsville Public Service District
Bank:	First Peoples Bank of Mullens
Routing #:	051503556
Account #:	028940
Contact:	Ron Bowling 304.294.7115
Account:	Series 2009 Bonds Construction Trust Fund

B.

Payor:	West Virginia Infrastructure Fund
Source:	Series 2009 B Bond Proceeds
Amount:	$10,500
Form:	Wire Transfer
Payee:	Ravencliff-McGraws-Saulsville Public Service District
Bank:	First Peoples Bank of Mullens
Routing #:	051503556
Account #:	028940
Contact:	Ron Bowling 304.294.7115
Account:	Series 2009 Bonds Construction Trust Fund

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

PRECLOSING ATTENDANCE LIST

Date January 30, 2009 Time 9:15 a.m. LGA Ravencliff-McGraws-Saulsville PSD Program IJDC

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Diane L. Roy	WV Water Development Author	558-3612	558-0299	droy@wvwda.org
Katy Mallory	Steptoe & Johnson	353-8161	353-8181	Katy.Mallory@steptoe-johnson.com
Anthony Caldwell	Steptoe & Johnson	353-8169	353-8181	anthony.caldwell@steptoe-johnson.com
Summer Lee	Jackson Kelly PLLC	340.1318	340.1272	slee@jacksonkelly.com

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

Name Bryce Phillips, Chair Telephone 304.294.4511 E-Mail

Address P.O. Box 217, McGraws, WV 25870

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.

SWEEP RESOLUTION

Ravencliff-McGraws-Saulsville Public Service District

WHEREAS, Ravencliff-McGraws-Saulsville Public Service District (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes or will make monthly debt service payments on and transfers reserve funds for the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer, thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer finds and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic funds transfer with the State Treasurer sweeping the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on and reserve funds for the Bonds, as set forth in Exhibit A, shall be made to the MBC by an electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Chairman and Secretary are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 29th day of January, 2009.

Bryce Phillips

Chairman