

BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund)

BOND TRANSCRIPT

Closing Date: August 2, 2023

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**BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2023 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND RESOLUTION

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BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

BOND RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2023 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the “Bond Legislation”) is adopted pursuant to the provisions of Chapter 16, Article 13A, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the “Act”), and other applicable provisions of law.

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

A. Branchland-Midkiff Public Service District (the “Issuer”) is a public service district and a public corporation and political subdivision of the State of West Virginia in Lincoln and Wayne Counties of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public waterworks system of the Issuer, consisting of approximately 1,500 linear feet of 6-inch water line, one new 214,000 gallon water storage tank, replacement of the existing 151,000 gallon water

storage tank, valves, together with all necessary appurtenances (the “Project”), (the existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the “System”).

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the “Authority”), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), in the total aggregate principal amount not to exceed \$600,000 (the “Series 2023 A Bonds”), to permanently finance a portion of the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2023 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2023 A Bonds 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, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2023 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2023 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2023 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the “Council”), in form satisfactory to the respective parties (the “Loan Agreement”), approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2023 A Bonds as to liens, pledge and source of and security for payment, which obligations are the Issuer’s:

(i) Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000 (the “Series 1998 Bonds”);

(ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 24, 2009, issued in the original aggregate principal amount of \$4,100,000 (the “Series 2009 A Bonds”); and

(iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000 (the “Series 2011 A Bonds”) (collectively, the “Prior Bonds”).

The Series 2023 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2023 A 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 2023 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions (as hereinafter defined).

H. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2023 A Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2023 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2023 A Bonds or such final order will not be subject to appeal or rehearing.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2023 A Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2023 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

“Act” means, collectively, Chapter 16, Article 13A, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2023 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

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

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

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

“Bonds” means, collectively, the Series 2023 A Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

“Cash Working Capital Reserve” means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

“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 2023 A Bonds for all or a portion of the proceeds of the Series 2023 A Bonds from the Authority.

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

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

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

“Costs” or “Costs of the Project” means those costs described in Section 1.02G hereof to be a part of the Costs of the Project.

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

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

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

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

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

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

“Grants” means all monies received by the Issuer on account of any Grant for the Project.

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

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

“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 Branchland-Midkiff Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Lincoln and Wayne Counties, West Virginia and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

“Loan Agreement” means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2023 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

“Net Proceeds” means the face amount of the Series 2023 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2023 A Reserve Account.

“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 Expenses” does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

“Outstanding,” when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

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

“Paying Agent” means the Commission or other entity designated as such for the Series 2023 A Bonds in the Supplemental Resolution.

“Prior Bonds” means the Series 1998 Bonds, Series 2009 A Bonds, and Series 2011 A Bonds.

“Prior Resolutions” means the resolutions adopted by Branchland-Midkiff Public Service District, authorizing the Prior Bonds.

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

“Qualified Investments” means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including but not limited to Chapter 8, Article 13, Section 22 of the Code of West Virginia and the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

“Registrar” means the Bond Registrar.

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

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

“Reserve Accounts” means, collectively, the respective reserve accounts established for the Series 2023 A Bonds and the Prior Bonds.

“Reserve Requirement” means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2023 A Bonds and the Prior Bonds.

“Revenue Fund” means the Revenue Fund continued by Section 5.01 hereof.

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

“Series 1998 Bonds” means the Issuer’s Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000.

“Series 2009 A Bonds” means the Issuer’s Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 24, 2009, issued in the original aggregate principal amount of \$4,100,000.

“Series 2011 A Bonds” means the Issuer’s Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000.

“Series 2023 A Bonds” means the Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

“Series 2023 A Bonds Construction Trust Fund” means the Series 2023 A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2023 A Bonds Reserve Account” means the Series 2023 A Bonds Reserve Account established by Section 5.02 hereof.

“Series 2023 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2023 A Bonds in the then current or any succeeding year.

“Series 2023 A Bonds Sinking Fund” means the Series 2023 A Bonds Sinking Fund established by Section 5.02 hereof.

“Sinking Funds” means, collectively, the respective Sinking Funds established for the Series 2023 A Bonds and the Prior Bonds.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article “the,” refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2023 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2023 A Bonds, and not so included, may be included in another Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds, the Reserve Accounts, the Cash Working Capital Reserve, the Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account.

“System” means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks systems from any sources whatsoever.

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

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

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated Cost of \$1,439,705 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2023 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the Council.

The Cost of the Project is estimated not to exceed \$1,439,705, of which approximately \$600,000 which will be obtained from the proceeds of the Series 2023 A Bonds; \$600,000 as a grant from

the Council and \$239,705 will be obtained from the West Virginia Water Development Authority Economic Enhancement Grant Fund.

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, if any, on the Series 2023 A Bonds, funding the Reserve Account for the Series 2023 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2023 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued, and delivered to the Authority, negotiable Series 2023 A Bonds of the Issuer. The Series 2023 A Bonds shall be issued as a single bond, designated as “Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund),” in the principal amount of \$600,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2023 A Bonds remaining after funding of the Series 2023 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2023 A Bonds, if any, shall be deposited in or credited to the Series 2023 A Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2023 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2023 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2023 A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2023 A Bonds shall be issued in the form of a single bond, fully registered, and delivered, to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2023 A Bonds. The Series 2023 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2023 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2023 A Bonds shall cease to be such officer of the Issuer before the Series 2023 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2023 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2023 A Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2023 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2023 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2023 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2023 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide Holder for value.

So long as the Series 2023 A Bonds remain Outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2023 A Bonds shall be transferable only upon the books of the Bond Registrar, by the Registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2023 A Bonds or transferring the registered Series 2023 A Bonds are exercised, all Series 2023 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2023 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2023 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond

Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2023 A Bonds or, in the case of any proposed redemption of Series 2023 A 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 2023 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2023 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2023 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2023 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2023 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the 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 2023 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2023 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2023 A Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 2023 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2023 A Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2023 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2023 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2023 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2023 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$ _____

KNOW ALL MEN BY THESE PRESENTS: This ____ day of _____, 2023, that BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Lincoln and Wayne Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__ to and including _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly 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.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Infrastructure on behalf of the 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 _____, 2023.

This Bond is issued (i) to pay a portion of the costs of the 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 and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2023, and a Supplemental Resolution

duly adopted by the Issuer on _____, 2023 (collectively, the “Bond Legislation”), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

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

(I) WATER REVENUE BONDS, SERIES 1998 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 29, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,280,000 (THE “SERIES 1998 BONDS”);

(II) WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,100,000 (THE “SERIES 2009 A BONDS”); AND

(III) WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 22, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,247,000 (THE “SERIES 2011 A BONDS”) (COLLECTIVELY, THE “PRIOR BONDS”).

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the “Series 2023 A Bonds Reserve Account”) and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2023 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2023 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with the Bonds, including 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 United Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

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

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

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

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

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

[SEAL]

Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2023 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2023

UNITED BANK
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

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

Dated: _____, 20____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2023 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

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

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund (established by the Prior Resolutions and hereby continued);
- (2) Renewal and Replacement Fund (established by Prior Resolutions and hereby continued);
- (3) Cash Working Capital Reserve; and
- (4) Series 2023 A Bonds Construction Trust Fund.

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

- (1) Series 1998 Bonds Sinking Fund (established by Prior Resolutions);
- (2) Series 1998 Bonds Reserve Account (established by Prior Resolutions);
- (3) Series 2009 A Bonds Sinking Fund (established by the Prior Resolutions and hereby continued)
- (4) Series 2009 Bonds Reserve Account (established by the Prior Resolutions and

hereby continued);

- (5) Series 2011 A Bonds Sinking Fund (established by the Prior Resolutions and hereby continued);
- (6) Series 2011 A Bonds Reserve Account (established by the Prior Resolutions and hereby continued);
- (7) Series 2023 A Bonds Sinking Fund; and
- (8) Series 2023 A Bonds Reserve Account.

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

- (1) The Issuer shall first, each month, pay from the Revenue Fund the Operating Expenses of the System.
- (2) The Issuer shall next, each month, transfer from the Revenue Fund and remit: to the Commission commencing 4 months prior to the first date of payment of interest of the Series 2023 A Bonds, for deposit in the Series 2023 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will mature and become due on the Series 2023 A Bonds on the next ensuing quarterly interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2023 A Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.
- (3) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and (i) on or before the due date thereof, remit to the Commission the amount required by the Prior Resolutions to pay the principal of the Prior Bonds; and (iii) on the first day of each month, remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2023 A Bonds, for deposit in the Series 2023 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2023 A Bonds on the next ensuing quarterly principal payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2023 A Bonds Sinking Fund and the next quarterly principal payment date is less than 4 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, simultaneously transfer from the Revenue Fund and (i) remit to the Commission the amounts required by the Prior Resolutions to be deposited in the Reserve Accounts for Prior Bonds; and (ii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2023 A Bonds, if not fully funded upon issuance of the Series 2023 A Bonds, for deposit in the Series 2023 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2023 A Bonds Reserve Requirement, until the amount in the Series 2023 A Bonds Reserve Account equals the Series 2023 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2023 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 2023 A 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 2.5% 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) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required to fund the Cash Working Capital Reserve. All funds in the Cash Working Capital Reserve shall be kept separate and 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 Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State in effect at such time.

(7) 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 2023 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2023 A Bonds as the same shall become due. Monies in the Series 2023 A Bonds Reserve Account shall be used only for the purpose of paying

principal of and interest, if any, on the Series 2023 A Bonds as the same shall come due, when other monies in the Series 2023 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account, shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during the Project, be deposited in the Series 2023 A Bonds Construction Trust Fund, and following completion 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 2023 A Bonds, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2023 A Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2023 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2023 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2023 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2023 A Bonds Sinking Fund and the Series 2023 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2023 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2023 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

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

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

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2023 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2023 A Bonds, there shall first be deposited with the Commission in the Series 2023 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount

necessary to pay interest on the Series 2023 A Bonds for the period commencing on the date of issuance of the Series 2023 A Bonds and ending 6 months after the estimated date of completion of the Project.

B. Next, from the proceeds of the Series 2023 A Bonds, there shall be deposited with the Commission in the Series 2023 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2023 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2023 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2023 A Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2023 A Bonds.

D. After completion of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2023 A Bonds shall be applied as directed by the Council.

The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

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

The Issuer shall expend all net proceeds of the Series 2023 A Bonds within 3 years of issuance of the Bonds. Except as provided in Section 6.01 hereof, disbursements from the Series 2023 A Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer stating that:

- (a) None of the items for which the payment is proposed to be made has been requested from another source;
- (b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
- (c) Each of such Costs has been otherwise properly incurred; and
- (d) Payment for each of the items proposed is then due and owing.

Pending such application, monies in the Series 2023 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the 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 2023 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2023 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2023 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2023 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2023 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2023 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the 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 2023 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the Issuer of such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall provide a certificate of a certified public accountant of such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Recommended Decision of the Public Service Commission of West Virginia entered November 2, 2022, which became Final Order on November 22, 2022, in Case No. 22-0564-PWD-19A and such rates are hereby adopted.

So long as the Series 2023 A Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2023 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2023 A Bonds and the Prior Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority and the Holders of the Prior Bonds, 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 2023 A Bonds, immediately be remitted to the Commission for deposit in the Series 2023 A Bonds Sinking Fund and applied to the payment of principal of and interest, if any, on the Series 2023 A Bonds. Any balance remaining after the payment of the Series 2023 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$50,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$50,000 but not in excess of \$200,000, the Issuer shall first, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of \$200,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2023 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2023 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2023 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity

with the lien of the Series 2023 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2023 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations on the issuance of parity obligations set forth in the Prior 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 2023 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority 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 2023 A 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 Prior Bonds or Series 2023 A 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 and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

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

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2023 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2023 A Bonds.

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

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

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of 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 the Project.

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

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

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 2023 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2023 A Bonds, requesting the same, an annual report containing the following:

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and, to the extent legally required, in compliance with 2CFR 200 Subpart F, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2023 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2023 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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 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 the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2023 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2023 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2023 A Bonds, including the Prior Bonds; provided, that in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2023 A Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2023 A 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 2023 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2023 A Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

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

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

approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer will receive bids and enter into contracts for construction of the Project, in an amount and otherwise compatible with the plan of financing described in the Application and the Authority and Council will receive a certificate of Consulting Engineer to such effect prior to the Closing Date.

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

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

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

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

department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

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

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

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

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

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

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

B. The Issuer shall require all contractors, if any, 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, if any, engaged in the construction of the Project to carry such workers' compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided, that the amounts and terms of such coverage are satisfactory to the Authority and the 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 and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals required by State law and the Authority and Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the Issuer of such effect.

Section 7.18. Reserved.

Section 7.19 Statutory Mortgage Lien. For the further protection of the Holders of the Series 2023 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2023 A Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with copies of all documents submitted to the Authority.

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

The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia in accordance with the guidelines established by the Authority and the Public Service Commission of West Virginia.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Change Orders, Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2023 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2023 A Bonds held in “contingency” as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2023 A Bonds made available due to bid or construction or project underruns.

C. The Issuer 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 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, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2023 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2023 A 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 2023 A Bonds as a condition to issuance of the Series 2023 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2023 A Bonds as may be necessary in order to maintain the status of the Series 2023 A Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2023 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, from which the proceeds of the Series 2023 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2023 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2023 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2023 A Bonds; or
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2023 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2023 A Bonds, and such default shall have continued for a

period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

(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 under the Prior Bonds or the Prior Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided, that all rights and remedies of the Holders of the Series 2023 A Bonds shall be on a parity with the Holders of the Prior Bonds.

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

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

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

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

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2023 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2023 A 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 2023 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2023 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2023 A Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2023 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2023 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would

reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2023 A 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 2023 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution or the Series 2023 A Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided, that in the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

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adoption. Section 11.07. Effective Date. This Resolution shall take effect immediately upon

Adopted this 24th day of July, 2023.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

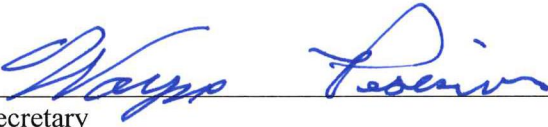

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of
BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT on the 24th day of July, 2023.

Dated: August 2, 2023.

[SEAL]


Secretary

260730.00006

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2023 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the “Governing Body”) of Branchland-Midkiff Public Service District (the “Issuer”) has duly and officially adopted a bond resolution on July 24, 2023 (the “Bond Resolution” or the “Resolution”), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2023 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer (the "Series 2023 A Bonds"), in the aggregate principal amount not to exceed \$600,000 and has authorized the execution and delivery of the loan agreement relating to the Series 2023 A Bonds, 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"), all in accordance with Chapter 16, Article 13A, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provisions, interest rate, interest and principal payment dates, sale price and other terms of the Series 2023 A Bonds should be established by a supplemental resolution pertaining to the Series 2023 A Bonds; and that other matters relating to the Series 2023 A Bonds be herein provided for;

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

WHEREAS, the Series 2023 A 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 amount, the date, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates, the sale price and other terms of the Series 2023 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2023 A Bonds be herein provided for;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT:**

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$600,000. The Series 2023 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2063, and shall bear at the rate of 1.0% per annum. The principal of and interest on the Series 2023 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2025, to and including June 1, 2063, 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 2023 A Bonds. The Series 2023 A Bonds shall be subject to redemption upon the written consent of the Authority, 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 2023 A Bonds.

Section 2. All other provisions relating to the Series 2023 A Bonds and the text of the Series 2023 A 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 application to the Council and the Authority. The price of the Series 2023 A Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2023 A Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate United Bank, Charleston, West Virginia, to serve as Registrar (the “Registrar”) for the Series 2023 A Bonds under the Bond Resolution and does approve and accept the Registrar’s Agreement to be dated the date of delivery of the Series 2023 A 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 2023 A Bonds under the Bond Resolution.

Section 6. The Issuer does hereby appoint and designate City National Bank, West Hamlin, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2023 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2023 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2023 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2023 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2023 A Bonds shall be deposited in or credited to the Series 2023 A Bonds Construction Trust Fund for payment of the Costs of the Project.

Section 10. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Series 2023 A Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Series 2023 A Bonds may be delivered on or about August 2, 2023, to the Authority pursuant to the Loan Agreement.

Section 11. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2023 A Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 12. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Chairman is hereby authorized and directed to execute and deliver all such contracts.

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

Adopted this 24th day of July, 2023.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Branchland-Midkiff Public Service District on the 24th day of July, 2023.

Dated: August 2, 2023.

[SEAL]


Secretary

260730.00006

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").

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
(2018W-1734)

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

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

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's

satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II The Project and the System

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

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

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

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

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

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

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

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

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

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

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

ARTICLE III Conditions to Loan; Issuance of Local Bonds

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

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

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

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

(d) The Governmental Agency shall have obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project,

and the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect;

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

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, including compliance with Chapter 21, Article 1D of the Code of West Virginia, 1931, as amended, 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

(06/20)

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.

3.6 The Governmental Agency shall fund and maintain a working capital fund with a balance of not less than one eighth (1/8) of the Governmental Agency's actual annual operating and maintenance expenses. This fund is separate from and in addition to the renewal replacement fund required under Section 4.1(a)(iii) hereof.

ARTICLE IV

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

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

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

- (i) to pay Operating Expenses of the System;
- (ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;
- (iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and
- (iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

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

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

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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, unless waived by the Authority the Governmental Agency shall authorize a sweep resolution so that monthly payments can be made to the Commission electronically. If waived by the Authority, the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII Miscellaneous

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

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

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

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

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

instruments and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

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

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

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

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

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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.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

(SEAL)

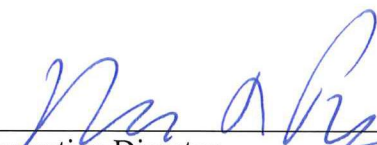
By: 
Its: Chairman
Date: August 2, 2023

Attest:


Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: August 2, 2023

Attest:


Its: Authorized Officer

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 the Council and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) 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; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my firm¹ has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies

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

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or binders and such bonds have been verified for accuracy; (v) the successful bidders received any and all addenda to the original bid documents; (vi) 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; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (x) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; (xii) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; and (xiii) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve _____ new customers in the _____ area.

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

[SEAL]

By: _____
West Virginia License No. _____

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
1009 Bullitt Street
Charleston, WV 25301

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

Name of Person Completing Form

Address

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

- Item 1 You will need a copy of the current fiscal year budget adopted by the Governmental Agency to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Governmental Agency according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
- Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Governmental Agency.

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

IC-1
(06/20)

EXHIBIT D

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

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

A. Series A Bonds

Principal Amount of Local Bonds	\$600,000
Purchase Price of Local Bonds	\$600,000

The Local Bonds shall bear interest at a rate of 1% per annum. Commencing March 1, 2025, principal of and interest on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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

- (i) Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000;
- (ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 26, 2009, issued in the original aggregate principal amount of \$4,100,000; and
- (iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000.

Number of New Users: -0-

Location: Branchland area of Lincoln County

SCHEDULE Y DEBT SERVICE SCHEDULE

Bond Debt Service Branchland-Midkiff Public Service District

IF

\$600,000

1.0% Interest Rate

40 Years from Closing Date

Dated
Date 8/2/2023
Delivery
Date 8/2/2023

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2025	3,199	1.000%	1,500.00	4,699.00
6/1/2025	3,207	1.000%	1,492.00	4,699.00
9/1/2025	3,215	1.000%	1,483.99	4,698.99
12/1/2025	3,223	1.000%	1,475.95	4,698.95
3/1/2026	3,231	1.000%	1,467.89	4,698.89
6/1/2026	3,239	1.000%	1,459.81	4,698.81
9/1/2026	3,247	1.000%	1,451.72	4,698.72
12/1/2026	3,255	1.000%	1,443.60	4,698.60
3/1/2027	3,263	1.000%	1,435.46	4,698.46
6/1/2027	3,272	1.000%	1,427.30	4,699.30
9/1/2027	3,280	1.000%	1,419.12	4,699.12
12/1/2027	3,288	1.000%	1,410.92	4,698.92
3/1/2028	3,296	1.000%	1,402.70	4,698.70
6/1/2028	3,304	1.000%	1,394.46	4,698.46
9/1/2028	3,313	1.000%	1,386.20	4,699.20
12/1/2028	3,321	1.000%	1,377.92	4,698.92
3/1/2029	3,329	1.000%	1,369.62	4,698.62
6/1/2029	3,338	1.000%	1,361.30	4,699.30
9/1/2029	3,346	1.000%	1,352.95	4,698.95
12/1/2029	3,354	1.000%	1,344.59	4,698.59
3/1/2030	3,363	1.000%	1,336.20	4,699.20
6/1/2030	3,371	1.000%	1,327.79	4,698.79
9/1/2030	3,380	1.000%	1,319.37	4,699.37
12/1/2030	3,388	1.000%	1,310.92	4,698.92
3/1/2031	3,396	1.000%	1,302.45	4,698.45
6/1/2031	3,405	1.000%	1,293.96	4,698.96
9/1/2031	3,413	1.000%	1,285.44	4,698.44
12/1/2031	3,422	1.000%	1,276.91	4,698.91
3/1/2032	3,431	1.000%	1,268.36	4,699.36
6/1/2032	3,439	1.000%	1,259.78	4,698.78
9/1/2032	3,448	1.000%	1,251.18	4,699.18
12/1/2032	3,456	1.000%	1,242.56	4,698.56
3/1/2033	3,465	1.000%	1,233.92	4,698.92
6/1/2033	3,474	1.000%	1,225.26	4,699.26
9/1/2033	3,482	1.000%	1,216.57	4,698.57
12/1/2033	3,491	1.000%	1,207.87	4,698.87
3/1/2034	3,500	1.000%	1,199.14	4,699.14
6/1/2034	3,509	1.000%	1,190.39	4,699.39
9/1/2034	3,517	1.000%	1,181.62	4,698.62
12/1/2034	3,526	1.000%	1,172.83	4,698.83
3/1/2035	3,535	1.000%	1,164.01	4,699.01
6/1/2035	3,544	1.000%	1,155.17	4,699.17
9/1/2035	3,553	1.000%	1,146.31	4,699.31

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2035	3,561	1.000%	1,137.43	4,698.43
3/1/2036	3,570	1.000%	1,128.53	4,698.53
6/1/2036	3,579	1.000%	1,119.60	4,698.60
9/1/2036	3,588	1.000%	1,110.66	4,698.66
12/1/2036	3,597	1.000%	1,101.69	4,698.69
3/1/2037	3,606	1.000%	1,092.69	4,698.69
6/1/2037	3,615	1.000%	1,083.68	4,698.68
9/1/2037	3,624	1.000%	1,074.64	4,698.64
12/1/2037	3,633	1.000%	1,065.58	4,698.58
3/1/2038	3,642	1.000%	1,056.50	4,698.50
6/1/2038	3,652	1.000%	1,047.39	4,699.39
9/1/2038	3,661	1.000%	1,038.26	4,699.26
12/1/2038	3,670	1.000%	1,029.11	4,699.11
3/1/2039	3,679	1.000%	1,019.94	4,698.94
6/1/2039	3,688	1.000%	1,010.74	4,698.74
9/1/2039	3,697	1.000%	1,001.52	4,698.52
12/1/2039	3,707	1.000%	992.28	4,699.28
3/1/2040	3,716	1.000%	983.01	4,699.01
6/1/2040	3,725	1.000%	973.72	4,698.72
9/1/2040	3,735	1.000%	964.41	4,699.41
12/1/2040	3,744	1.000%	955.07	4,699.07
3/1/2041	3,753	1.000%	945.71	4,698.71
6/1/2041	3,763	1.000%	936.33	4,699.33
9/1/2041	3,772	1.000%	926.92	4,698.92
12/1/2041	3,781	1.000%	917.49	4,698.49
3/1/2042	3,791	1.000%	908.04	4,699.04
6/1/2042	3,800	1.000%	898.56	4,698.56
9/1/2042	3,810	1.000%	889.06	4,699.06
12/1/2042	3,819	1.000%	879.53	4,698.53
3/1/2043	3,829	1.000%	869.99	4,698.99
6/1/2043	3,839	1.000%	860.41	4,699.41
9/1/2043	3,848	1.000%	850.82	4,698.82
12/1/2043	3,858	1.000%	841.20	4,699.20
3/1/2044	3,867	1.000%	831.55	4,698.55
6/1/2044	3,877	1.000%	821.88	4,698.88
9/1/2044	3,887	1.000%	812.19	4,699.19
12/1/2044	3,896	1.000%	802.47	4,698.47
3/1/2045	3,906	1.000%	792.73	4,698.73
6/1/2045	3,916	1.000%	782.97	4,698.97
9/1/2045	3,926	1.000%	773.18	4,699.18
12/1/2045	3,936	1.000%	763.36	4,699.36
3/1/2046	3,945	1.000%	753.52	4,698.52
6/1/2046	3,955	1.000%	743.66	4,698.66
9/1/2046	3,965	1.000%	733.77	4,698.77
12/1/2046	3,975	1.000%	723.86	4,698.86
3/1/2047	3,985	1.000%	713.92	4,698.92
6/1/2047	3,995	1.000%	703.96	4,698.96

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2047	4,005	1.000%	693.97	4,698.97
12/1/2047	4,015	1.000%	683.96	4,698.96
3/1/2048	4,025	1.000%	673.92	4,698.92
6/1/2048	4,035	1.000%	663.86	4,698.86
9/1/2048	4,045	1.000%	653.77	4,698.77
12/1/2048	4,055	1.000%	643.66	4,698.66
3/1/2049	4,065	1.000%	633.52	4,698.52
6/1/2049	4,076	1.000%	623.36	4,699.36
9/1/2049	4,086	1.000%	613.17	4,699.17
12/1/2049	4,096	1.000%	602.96	4,698.96
3/1/2050	4,106	1.000%	592.72	4,698.72
6/1/2050	4,116	1.000%	582.45	4,698.45
9/1/2050	4,127	1.000%	572.16	4,699.16
12/1/2050	4,137	1.000%	561.84	4,698.84
3/1/2051	4,147	1.000%	551.50	4,698.50
6/1/2051	4,158	1.000%	541.13	4,699.13
9/1/2051	4,168	1.000%	530.74	4,698.74
12/1/2051	4,179	1.000%	520.32	4,699.32
3/1/2052	4,189	1.000%	509.87	4,698.87
6/1/2052	4,200	1.000%	499.40	4,699.40
9/1/2052	4,210	1.000%	488.90	4,698.90
12/1/2052	4,221	1.000%	478.37	4,699.37
3/1/2053	4,231	1.000%	467.82	4,698.82
6/1/2053	4,242	1.000%	457.24	4,699.24
9/1/2053	4,252	1.000%	446.64	4,698.64
12/1/2053	4,263	1.000%	436.01	4,699.01
3/1/2054	4,274	1.000%	425.35	4,699.35
6/1/2054	4,284	1.000%	414.67	4,698.67
9/1/2054	4,295	1.000%	403.96	4,698.96
12/1/2054	4,306	1.000%	393.22	4,699.22
3/1/2055	4,316	1.000%	382.45	4,698.45
6/1/2055	4,327	1.000%	371.66	4,698.66
9/1/2055	4,338	1.000%	360.85	4,698.85
12/1/2055	4,349	1.000%	350.00	4,699.00
3/1/2056	4,360	1.000%	339.13	4,699.13
6/1/2056	4,371	1.000%	328.23	4,699.23
9/1/2056	4,382	1.000%	317.30	4,699.30
12/1/2056	4,393	1.000%	306.35	4,699.35
3/1/2057	4,404	1.000%	295.36	4,699.36
6/1/2057	4,415	1.000%	284.35	4,699.35
9/1/2057	4,426	1.000%	273.32	4,699.32
12/1/2057	4,437	1.000%	262.25	4,699.25
3/1/2058	4,448	1.000%	251.16	4,699.16
6/1/2058	4,459	1.000%	240.04	4,699.04
9/1/2058	4,470	1.000%	228.89	4,698.89
12/1/2058	4,481	1.000%	217.72	4,698.72
3/1/2059	4,492	1.000%	206.51	4,698.51

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2059	4,504	1.000%	195.28	4,699.28
9/1/2059	4,515	1.000%	184.02	4,699.02
12/1/2059	4,526	1.000%	172.74	4,698.74
3/1/2060	4,537	1.000%	161.42	4,698.42
6/1/2060	4,549	1.000%	150.08	4,699.08
9/1/2060	4,560	1.000%	138.71	4,698.71
12/1/2060	4,572	1.000%	127.31	4,699.31
3/1/2061	4,583	1.000%	115.88	4,698.88
6/1/2061	4,594	1.000%	104.42	4,698.42
9/1/2061	4,606	1.000%	92.93	4,698.93
12/1/2061	4,618	1.000%	81.42	4,699.42
3/1/2062	4,629	1.000%	69.87	4,698.87
6/1/2062	4,641	1.000%	58.30	4,699.30
9/1/2062	4,652	1.000%	46.70	4,698.70
12/1/2062	4,664	1.000%	35.07	4,699.07
3/1/2063	4,676	1.000%	23.41	4,699.41
6/1/2063	4,687	1.000%	11.72	4,698.72
	600,000		123,634.35	723,634.35

IC-1
(06/20)

SCHEDULE Z

(None)

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: August 18, 2020



CASE NO. 20-0378-PWD-CN

BRANGLAND-MIDKIFF PUBLIC SERVICE DISTRICT,
Application for a certificate of convenience and necessity to make
certain repairs, improvements and replacements to the District's existing
water system, Lincoln and Wayne Counties.

RECOMMENDED DECISION

This Order grants the application for a certificate.

PROCEDURE

On May 8, 2020, the Applicant, Branchland-Midkiff Service District, filed a duly verified application for certificate of convenience and necessity to make certain repairs, improvements and replacements to the District's existing water system, Lincoln and Wayne Counties.

On May 11, 2020, the Commission required the Applicant to provide proper publication of its application.

On May 19, 2020, the Commission referred the matter to the Administrative Law Judges (ALJ) Division for entry of a decision on or before September 21, 2020, if there is no substantial protest to the application. If there is substantial protest to the application, the ALJ Division was required to enter a decision on or before October 26, 2020.

On June 5, 2020, the Applicant filed an affidavit of publication from *The Lincoln Journal* and *The Herald Dispatch* evidencing proper publication in Lincoln and Cabell Counties.¹ Additionally, customers were notified of the application via mail inserts.

On June 8, 2020, a letter of protest was filed by twelve of the Applicant's customers who were opposed to a rate increase.

¹ Although the Herald Dispatch does not appear on the Secretary of State's FY-2021 list of approved newspapers for Wayne County, it has appeared on previous lists. Given that it is widely circulated in Wayne County and the newspaper has previously been approved by the Secretary of State for Wayne County, it will be deemed that the Applicant has substantially complied with the publication requirement.

On June 10, 2020, Commission Staff filed its Initial Joint Staff Memorandum indicating the matter is under investigation by Staff.

On August 6, 2020, Staff filed its final Joint Staff Memorandum recommending a certificate of convenience and necessity be granted along with approval of the proposed funding and Staff recommended rates.

On August 11, 2020, the parties were given ten days in which to file a response or objection to Staff's final recommendation, or to request a hearing.

On August 18, 2020, the Applicant filed a response indicating it concurs with Staff's final recommendation.

DISCUSSION

Public convenience and necessity require the project given that the existing tank was built in 1966 and has reached the end of its useful life.

Since only 12 customers objected to the Application and the District has over 1,000 customers, there is no substantial protest to the application. Accordingly, the application, along with its rates, should be approved without hearing.

FINDINGS OF FACT

1. On May 8, 2020, the Applicant filed a duly verified application for certificate of convenience and necessity to make certain repairs, improvements and replacements to the District's existing water system, Lincoln and Wayne Counties. (Applicant).

2. The Applicant is seeking to construct approximately 1,500 Linear Feet of 6-inch water line, one new 214,000 gallon water storage tank, replacement of the existing 151,000 gallon water storage tank, valves and other related appurtenances, and approval of grants and loans and a project-related rate increase. (Final Joint Staff Memorandum filed August 6, 2020).

3. This project was approved by the West Virginia Infrastructure and Jobs Development Council (WVIJDC). (Id.).

4. The Applicant is a water only district located in Lincoln County, West Virginia, and provides water service to 1,141 residential, commercial and industrial customers in Lincoln and Wayne Counties. (Id.).

5. The Applicant currently purchases water from the Town of West Hamlin with a secondary source from Lavalette Public Service District (PSD). (Id.).

6. All necessary permits for the proposed project have been obtained and the project was reviewed by the WVIJDC, eliminating the requirement for a 30 day notice of intent to file. (Id.).

7. The cost of the project is \$900,000. (Id.).

8. The Applicant will receive a US Economic Development Administration Grant \$540,000.00 and a WVIJDC- Infrastructure Fund Loan (2%, 30 years) \$360,000.00. (Id.).

9. To cover the debt service, the Applicant proposed a rate increase of \$17.50 per 1,000 gallons for residential customers for the first 2,000 gallons used per month (\$0.62 per month increase over the current tariff rate) and a flat rate of \$72.75 per month (\$2.61 over the current tariff rate.). (Id.).

10. The Applicant's existing Branchland East tank was built in 1966. The West Virginia Office of Environmental Health Services has cited the tank as being in very poor condition and having significant deficiencies, including a compromised structural component that supports the roof, a degraded foundation and areas that are nearly rusted through. (Id.).

11. The Applicant's project is supported by the Lincoln County Health Department. (Id.).

12. The proposed Branchland West tank will be constructed near the Applicant's interconnection with Lavalette PSD. The location will allow the Branchland East and Branchland West tanks to float with one another and have the ability to be served by either the Town of West Hamlin or Lavalette PSD, or both. (Id.).

13. The additional storage capacity that will be created by the construction will provide enhanced system reliability, emergency water storage, and accommodate future extensions of service. The two tanks will be on opposite sides of the Guyandotte River, which will allow continuity of service in the event of failure of the river crossing. (Id.).

14. The project represents prudent improvements which are necessary for ongoing reliable and efficient operation of the Applicant's system. (Id.).

15. The construction cost estimate appears reasonable for the scope of the project. (Id.).

16. The cost per customer will be \$789 for 1,141 existing customers. (Id.).

17. Engineering costs for the project total \$95,000, which equates to 14.4% of the construction cost of \$660,000. That percentage is consistent with the guidelines contained in the American Society of Civil Engineers manual of practice. (Id.).

18. Operation and maintenance (O&M) expenses are projected to increase by \$840 annually as a result of the project, which is reasonable. (Id.).

19. The State Office of Environmental Health Services has issued Permit No. 20,385 for the project, indicating the agency's approval of the proposed project. (Id.).

20. The plans and specifications do not conflict with the Commission's Rules and Regulations. (Id.).

21. The Applicant's proposed rates and charges related to the Project will produce approximately \$71,317 in additional annual revenue, or 11%, from Commission approved rates that will become effective December 10, 2020. (Id.).

22. The Going Level requirements in this case are the approved Step 2 Revenue Requirements from Case No. 18-0892-PWD-19A, which are to be effective for all service rendered on and after December 10, 2020. (Id.).

23. The Applicant's Step 2 rates does not include a Senate Bill 234 funding provision; therefore, Staff did not include a Cash Working Capital Reserve (CWCRC) Increment at Going Level. (Id.).

24. The Applicant's proposed rates would produce additional working cash of \$73,400 annually, or 10.65%, over the approved Step 2 Rates. The District's proposed rates would result in a surplus of \$32,724 and debt service coverage of 149.95%. (Id.).

25. The Staff Recommended Rates produce additional working cash of \$58,171 annually, or 8.44%, over the approved Step 2 Rates. This is \$15,229, or 2.00% less working cash annually than the District proposed rates. (Id.).

26. The Staff Recommended Rates would cover the Applicant's working cash requirements of \$486,189, total debt service requirements of \$188,797, a CWCRC Increment of \$59,193, and generate a surplus of \$17,495. This amount meets the Applicant's Renewal and Replacement Reserve Requirement of \$17,204 resulting in debt service coverage of 141.82%. (Id.).

27. The Applicant's five-year average of plant additions is not based on historical expenditures and could not be used for revenue requirements (Id.).

28. The CWCRC Increment will be funded by setting aside a certain percentage of monthly billings. (Id.).

29. The Staff Recommended Rates include a CWCRC increment of \$59,193, which is a CWCRC percentage of 8.65% to sales and forfeited discounts revenue. That increment provides for a CWCRC allowance pursuant to General Order 183.11, issued February 24, 2020. (Id.).

30. The Cash Working Capital Reserve Increment percentage to total billings under Staff Recommended Rates is 7.96%. (Id.).

31. There wasn't substantial protest to the application. (Letter of protest filed June 8, 2020).

32. The Applicant was given ten days in which to respond to Staff's final recommendation. (Procedural Order entered August 11, 2020).

33. The Applicant concurs with Staff's final recommendation. (Response to Staff's final recommendation filed August 18, 2020).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the issuance of a Certificate to the Applicant to make certain repairs, improvements and replacements to the District's existing water system, Lincoln and Wayne Counties. W. Va. Code § 24-2-11.

2. It is reasonable to approve the financing of the project consisting of a U.S. Economic Development Administration Grant of \$540,000.00 and a WVIJDC loan of \$360,000.00 (2%, 30 years).

3. It is reasonable to approve Staff's recommended rates because these rates are reasonable, just, based primarily on the cost of providing service on substantial completion of the project.

4. It is reasonable and appropriate to grant Branchland-Midkiff Service District's application for a certificate without a public hearing because the project did not receive substantial protest.

5. Under General Order 183.11, revenue requirements for public service districts and municipal utilities, those entities must establish a CWCR Increment that is equal to an unadjusted one-eighth of the going level O&M expenses. According to the General Order, each utility with a CWCR Increment must segregate related cash collection into a separate and distinct CWCR Account.

6. General Order 183.11 requires that three months following the end of a public service district's fiscal year, such district must file a distinct CWCR Account report that provides the following information:

1. The CWCR percentage to tariff revenue;
2. The beginning balance of the CWCR Account;
3. Monthly Deposits to the CWCR Account from customer collections;
4. Description and amount of each disbursement from the CWCR Account and a detailed descriptions of the use of that cash disbursement;
5. The ending balance of the CWCR Account;
6. The ratio (percentage) of the ending balance of the CWCR account to O&M expenses;

7. A description of future projects, if any, that accumulated CWCR Expense Account funds may be used for.

7. The Applicant should apply a percentage of 7.96% to total monthly billings of water sales, forfeited discounts, and the CWCR Increment as long as Staff Recommended Rates are in effect and credit that amount to Account 265 (Miscellaneous Operating Reserves).

8. The Applicant should apply 7.96% to total monthly collections of sales, forfeited discounts, and the CWCR Increment as long as Staff Recommended rates are in effect and charge that amount to Account 127 (Other Special Funds), and deposit that same amount into the separate CWCR bank account.

ORDER

IT IS, THEREFORE, ORDERED that the application for a Certificate filed on May 8, 2020, by Branchland-Midkiff Public Service District to make certain repairs, improvements and replacements to the District's existing water system, Lincoln and Wayne Counties is approved.

IT IS FURTHER ORDERED that the project financing, a US Economic Development Administration Grant of \$540,000 and a West Virginia Infrastructure Job Development Council (WVIJDC) loan of \$360,000 (2%, 30 years) is approved.

IT IS FURTHER ORDERED that the proposed rates attached hereto as Appendix A, be, and hereby are, approved to become effective for all service rendered by Branchland-Midkiff Public Service District on and after the date the project is certified as substantially complete.

IT IS FURTHER ORDERED that Branchland-Midkiff Public Service District shall apply a percentage of 7.96% to total monthly billings of water sales, forfeited discounts, and the CWCR Increment upon certification of substantial completion of the Project and credit that amount to Account 265 (Miscellaneous Operating Reserves).

IT IS FURTHER ORDERED that Branchland-Midkiff Public Service District shall apply a percentage of 7.96% to total monthly collections of sales, forfeited discounts, and the CWCR Increment upon certification of substantial completion of the Project and charge that amount to Account 127 (Other Special Funds), and deposit that same amount into the separate CWCR bank account.

IT IS FURTHER ORDERED that The District shall comply with the accounting, use of CWCR funds and CWCR Reporting as mandated in General Order 183.11.

IT IS FURTHER ORDERED that Branchland-Midkiff Public Service District file an original and at least six (6) copies of a revised tariff setting forth the rates and charges approved herein, within thirty (30) days from the date that the project is certified as complete.

IT IS FURTHER ORDERED that Branchland-Midkiff Public Service District submit a certificate of substantial completion for the project from its engineer, as soon as it becomes available.

IT IS FURTHER ORDERED that, if there are any changes in the plans, financing or scope of the project or if a change in project cost affects rates, Branchland-Midkiff Public Service District shall obtain Commission approval of such changes prior to commencing construction.

IT IS FURTHER ORDERED that, if there are any changes in project costs that do not affect rates Branchland-Midkiff Public Service District, file an affidavit executed by its certified public accountant verifying that the its rates and charges are not affected.

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

IT IS FURTHER ORDERED that Branchland-Midkiff Public Service District shall provide to the Commission a copy of an engineer's certified bid tabulation for all contracts awarded for this project, as soon as they are available, but no later than ten days after the bid opening date.

IT IS FURTHER ORDERED that the Branchland-Midkiff Public Service District shall comply with the accounting, use of CWCR funds and CWGR Reporting, as mandated by General Order 183.11.

IT IS FURTHER ORDERED that the District shall file with the Commission, copies of all other outstanding regulatory permits and approvals required for the construction of this project as they come available.

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

The Executive Secretary is ordered to serve this Order upon the Commission and its Staff by hand delivery, upon all parties of record who have filed an e-service agreement with the Commission by electronic service and upon all other parties by United States Certified Mail, return receipt requested.

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

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

Any party may request waiver of the right to file exceptions by filing an appropriate petition in writing with the Executive Secretary. No such waiver will be effective until approved by order of the Commission.

A handwritten signature in black ink, appearing to read 'Pancho G. Morris', with a large, sweeping loop at the end.

Pancho G. Morris
Administrative Law Judge

PGM:s:lc
200378a

BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT
CASE NO. 20-0378-PWD-CN

STAFF RECOMMENDED RATES

Effective for all service rendered upon certification of substantial completion of the Project

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

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

RATES (customers with a metered water supply)

First	2,000	gallons used per month	\$17.15 per 1,000 gallons
Next	3,000	gallons used per month	\$14.79 per 1,000 gallons
Next	5,000	gallons used per month	\$14.04 per 1,000 gallons
Next	10,000	gallons used per month	\$13.24 per 1,000 gallons
Over	20,000	gallons used per month	\$11.67 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts according to the size of the meter installed:

5/8	inch meter	\$34.30 per month
3/4	inch meter	\$51.45 per month
1	inch meter	\$85.75 per month
1-1/4	inch meter	\$125.20 per month
1-1/2	inch meter	\$171.50 per month
2	inch meter	\$274.40 per month
3	inch meter	\$514.50 per month
4	inch meter	\$857.50 per month
6	inch meter	\$1,715.00 per month
8	inch meter	\$2,744.00 per month

FLAT RATE CHARGE

Equivalent of 4,500 gallons of water usage \$71.74 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 \$100.00 will be charged to all customers applying for service before construction is completed in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises associated with a Commission certificate proceeding.

A tap fee of \$350.00 will be charged to customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

RECONNECTION FEE-\$25.00

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

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the District, up to a maximum of \$25.00, will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

\$4.46 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average usage of the applicant's specific customer class, or fifty dollars (\$50.00), whichever is greater. This fee may be changed by applicable statutory provisions.



WEST VIRGINIA

Infrastructure & Jobs Development Council

May 15, 2018

Alfred Abshire
BRANCHLAND-MIDKIFF PSD
3670 McClellan Highway
Branchland, WV 25506

Re: BRANCHLAND-MIDKIFF PSD
Water Line Extension Project No. 2018W-1734
Preliminary Application Approved

Dear Alfred Abshire:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the preliminary application for the above-referenced project (Project).

Based on the findings of the Water Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Sponsor should carefully review the comments of the Water Technical Review Committee, as found on the Project Team Members' Dashboards at www.wvinfrastructure.com, as the Sponsor may need to address certain issues raised in said comments as it proceeds with the Project.

Below is loan information for this Project:

IJDC District 3 Loan (2.0%, 30 yrs.) - \$360,000.00 – Recommended

Below is grant information for this Project:

USEDA Grant - \$540,000.00 – Recommended

Total project cost is \$900,000.00. If you have any questions regarding this matter, please contact Wayne Morgan, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Wayne Morgan
Executive Director

cc: Robert DeCrease, West Virginia Bureau for Public Health (BPH)
Rick Roberts, E.L. Robinson Engineering
Lisa Wells, Region 2 -Planning & Development Council
Michael D Griffith, Griffith & Associates
Samme Gee, Esq., Jackson Kelly



WEST VIRGINIA

Infrastructure & Jobs Development Council

April 5, 2023

Alfred Abshire
BRANCHLAND-MIDKIFF PSD
3670 McCellelan Highway
Branchland, WV 25506

Re: BRANCHLAND-MIDKIFF PSD
Water Project 2018W-1734
Approval of Binding Commitment/Change in Funding

Dear Alfred Abshire:

At its April 5, 2023, meeting, the West Virginia Infrastructure and Jobs Development Council (Council) approved a binding commitment and change in funding for the above-named project (Project). Specifically, the approved revisions are as follows:

IJDC Loan - \$600,000 (1%, 40 yrs.)
IJDC Grant - \$600,000

Total project cost is \$1,200,000;

Additionally, the Council approved a binding commitment of a \$600,000 IJDC Loan (1%, 40 yrs.) and a \$600,000 IJDC Grant (Grant) transferred from loan funds for the above-named Project. The Council will set aside a portion of the Infrastructure Fund to make the Grant upon the Sponsor's compliance with the program requirements.

Please know that your project cannot proceed until you return a signed copy of this letter to our office.

If the Sponsor has any questions regarding this commitment, please contact the undersigned at (304) 414-6501 (X106).

Sincerely,

Wayne D. Morgan
Executive Director

Attachment

BRANCHLAND-MIDKIFF PSD

April 5, 2023

Page 2 of 2

cc: Marie Prezioso, WDA
Samme Gee, Jackson Kelly, PLLC

NOTE: Please acknowledge receipt below, keep one original, and immediately return one copy to the Infrastructure Council.

BRANCHLAND-MIDKIFF PSD

By: 

Its: Chair

Date: 05/08/2023

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Branchland-Midkiff PSD
Water Project 2018W-1734

SCHEDULE A

A. Approximate Amount:	\$600,000.00	Loan
	\$600,000.00	Grant
	\$1,200,000.00	Total

B. Loan: \$600,000.00

1. Maturity Date:

2. Interest Rate:

3. Loan Advancement Date(s): Monthly, upon receipt of proper requisition.

4. Debt Service Commencement: The first quarter following completion of construction, which date must be identified prior to closing.

5. Special Conditions: None.

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

C. Grant: \$600,000.00

6. Grant Advancement Date(s): Monthly, upon receipt of proper requisition and after advancement of all Loan funding.

7. Special Conditions: None.

D. Other Funding: 0.00

E. Total Project Cost:

\$1,200,000.00

F. Proposed User Rate: Approximately 70.34 / 3,400 gallons

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 2nd day of August, 2023, 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 Branchland-Midkiff 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 Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of \$600,000, numbered AR-1 (the "Series 2023 A Bonds"), issued as a single, fully registered Bond, and dated August 2, 2023.
2. At the time of such receipt, all the Series 2023 A Bonds had been executed by the Chairman and the Secretary of the Issuer by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Series 2023 A Bonds.
3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2023 A Bonds, of \$149,201.09, being a portion of the principal amount of the Series 2023 A Bonds. The balance of the principal amount of the Series 2023 A Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: 
Its: Authorized Representative

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER SERIES 2023 A BONDS

United Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

On this 2nd day of August, 2023, there are delivered to you herewith:

- (1) Bond No. AR-1, constituting the entire original issue of Branchland-Midkiff Public Service District Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), in the principal amount of \$600,000 (the "Series 2023 A Bonds"), dated August 2, 2023, executed by the Chairman and Secretary of Branchland-Midkiff 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 July 24, 2023, and a Supplemental Resolution duly adopted by the Issuer on July 24, 2023 (collectively, the "Bond Legislation");
- (2) A copy of the Bond Legislation authorizing the above-captioned Series 2023 A Bonds, duly certified by the Secretary of the Issuer;
- (3) Executed counterparts of a loan agreement for the Series 2023 A Bonds, dated August 2, 2023, 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"); and
- (4) Executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2023 A Bonds.

You are hereby requested and authorized to deliver the Series 2023 A Bonds to the Authority upon payment to the Issuer of the sum of \$149,201.09, representing a portion of the principal amount of the Series 2023 A Bonds. Prior to such delivery of the Series 2023 A Bonds, you will please cause the Series 2023 A Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

260730.00006

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2023 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

SPECIMEN

No. AR-1

\$600,000

KNOW ALL MEN BY THESE PRESENTS: This 2nd day of August, 2023, that BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Lincoln and Wayne Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000), 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 March 1, 2025 to and including June 1, 2063, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2025, to and including June 1, 2063, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Infrastructure on behalf of the 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 August 2, 2023.

This Bond is issued (i) to pay a portion of the costs of the 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 and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on July 24, 2023, and a Supplemental Resolution duly adopted by the Issuer on July 24, 2023 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

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

(I) WATER REVENUE BONDS, SERIES 1998 (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 29, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,280,000 (THE "SERIES 1998 BONDS");

(II) WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 26, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,100,000 (THE "SERIES 2009 A BONDS"); AND

(III) WATER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 22, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,247,000 (THE "SERIES 2011 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2023 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2023 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2023 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with the Bonds, including 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 United Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal and interest 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, BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested
by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]


Chairman

ATTEST:


Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2023 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: August 2, 2023

UNITED BANK
as Registrar


Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$149,201.09	08/02/2023	(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
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Dated Date 8/2/2023
Delivery
Date 8/2/2023

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2025	3,199	1.000%	1,500.00	4,699.00
6/1/2025	3,207	1.000%	1,492.00	4,699.00
9/1/2025	3,215	1.000%	1,483.99	4,698.99
12/1/2025	3,223	1.000%	1,475.95	4,698.95
3/1/2026	3,231	1.000%	1,467.89	4,698.89
6/1/2026	3,239	1.000%	1,459.81	4,698.81
9/1/2026	3,247	1.000%	1,451.72	4,698.72
12/1/2026	3,255	1.000%	1,443.60	4,698.60
3/1/2027	3,263	1.000%	1,435.46	4,698.46
6/1/2027	3,272	1.000%	1,427.30	4,699.30
9/1/2027	3,280	1.000%	1,419.12	4,699.12
12/1/2027	3,288	1.000%	1,410.92	4,698.92
3/1/2028	3,296	1.000%	1,402.70	4,698.70
6/1/2028	3,304	1.000%	1,394.46	4,698.46
9/1/2028	3,313	1.000%	1,386.20	4,699.20
12/1/2028	3,321	1.000%	1,377.92	4,698.92
3/1/2029	3,329	1.000%	1,369.62	4,698.62
6/1/2029	3,338	1.000%	1,361.30	4,699.30
9/1/2029	3,346	1.000%	1,352.95	4,698.95
12/1/2029	3,354	1.000%	1,344.59	4,698.59
3/1/2030	3,363	1.000%	1,336.20	4,699.20
6/1/2030	3,371	1.000%	1,327.79	4,698.79
9/1/2030	3,380	1.000%	1,319.37	4,699.37
12/1/2030	3,388	1.000%	1,310.92	4,698.92
3/1/2031	3,396	1.000%	1,302.45	4,698.45
6/1/2031	3,405	1.000%	1,293.96	4,698.96
9/1/2031	3,413	1.000%	1,285.44	4,698.44
12/1/2031	3,422	1.000%	1,276.91	4,698.91
3/1/2032	3,431	1.000%	1,268.36	4,699.36
6/1/2032	3,439	1.000%	1,259.78	4,698.78
9/1/2032	3,448	1.000%	1,251.18	4,699.18
12/1/2032	3,456	1.000%	1,242.56	4,698.56
3/1/2033	3,465	1.000%	1,233.92	4,698.92
6/1/2033	3,474	1.000%	1,225.26	4,699.26
9/1/2033	3,482	1.000%	1,216.57	4,698.57
12/1/2033	3,491	1.000%	1,207.87	4,698.87
3/1/2034	3,500	1.000%	1,199.14	4,699.14
6/1/2034	3,509	1.000%	1,190.39	4,699.39
9/1/2034	3,517	1.000%	1,181.62	4,698.62
12/1/2034	3,526	1.000%	1,172.83	4,698.83
3/1/2035	3,535	1.000%	1,164.01	4,699.01
6/1/2035	3,544	1.000%	1,155.17	4,699.17
9/1/2035	3,553	1.000%	1,146.31	4,699.31

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2035	3,561	1.000%	1,137.43	4,698.43
3/1/2036	3,570	1.000%	1,128.53	4,698.53
6/1/2036	3,579	1.000%	1,119.60	4,698.60
9/1/2036	3,588	1.000%	1,110.66	4,698.66
12/1/2036	3,597	1.000%	1,101.69	4,698.69
3/1/2037	3,606	1.000%	1,092.69	4,698.69
6/1/2037	3,615	1.000%	1,083.68	4,698.68
9/1/2037	3,624	1.000%	1,074.64	4,698.64
12/1/2037	3,633	1.000%	1,065.58	4,698.58
3/1/2038	3,642	1.000%	1,056.50	4,698.50
6/1/2038	3,652	1.000%	1,047.39	4,699.39
9/1/2038	3,661	1.000%	1,038.26	4,699.26
12/1/2038	3,670	1.000%	1,029.11	4,699.11
3/1/2039	3,679	1.000%	1,019.94	4,698.94
6/1/2039	3,688	1.000%	1,010.74	4,698.74
9/1/2039	3,697	1.000%	1,001.52	4,698.52
12/1/2039	3,707	1.000%	992.28	4,699.28
3/1/2040	3,716	1.000%	983.01	4,699.01
6/1/2040	3,725	1.000%	973.72	4,698.72
9/1/2040	3,735	1.000%	964.41	4,699.41
12/1/2040	3,744	1.000%	955.07	4,699.07
3/1/2041	3,753	1.000%	945.71	4,698.71
6/1/2041	3,763	1.000%	936.33	4,699.33
9/1/2041	3,772	1.000%	926.92	4,698.92
12/1/2041	3,781	1.000%	917.49	4,698.49
3/1/2042	3,791	1.000%	908.04	4,699.04
6/1/2042	3,800	1.000%	898.56	4,698.56
9/1/2042	3,810	1.000%	889.06	4,699.06
12/1/2042	3,819	1.000%	879.53	4,698.53
3/1/2043	3,829	1.000%	869.99	4,698.99
6/1/2043	3,839	1.000%	860.41	4,699.41
9/1/2043	3,848	1.000%	850.82	4,698.82
12/1/2043	3,858	1.000%	841.20	4,699.20
3/1/2044	3,867	1.000%	831.55	4,698.55
6/1/2044	3,877	1.000%	821.88	4,698.88
9/1/2044	3,887	1.000%	812.19	4,699.19
12/1/2044	3,896	1.000%	802.47	4,698.47
3/1/2045	3,906	1.000%	792.73	4,698.73
6/1/2045	3,916	1.000%	782.97	4,698.97
9/1/2045	3,926	1.000%	773.18	4,699.18
12/1/2045	3,936	1.000%	763.36	4,699.36
3/1/2046	3,945	1.000%	753.52	4,698.52
6/1/2046	3,955	1.000%	743.66	4,698.66
9/1/2046	3,965	1.000%	733.77	4,698.77
12/1/2046	3,975	1.000%	723.86	4,698.86
3/1/2047	3,985	1.000%	713.92	4,698.92
6/1/2047	3,995	1.000%	703.96	4,698.96

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2047	4,005	1.000%	693.97	4,698.97
12/1/2047	4,015	1.000%	683.96	4,698.96
3/1/2048	4,025	1.000%	673.92	4,698.92
6/1/2048	4,035	1.000%	663.86	4,698.86
9/1/2048	4,045	1.000%	653.77	4,698.77
12/1/2048	4,055	1.000%	643.66	4,698.66
3/1/2049	4,065	1.000%	633.52	4,698.52
6/1/2049	4,076	1.000%	623.36	4,699.36
9/1/2049	4,086	1.000%	613.17	4,699.17
12/1/2049	4,096	1.000%	602.96	4,698.96
3/1/2050	4,106	1.000%	592.72	4,698.72
6/1/2050	4,116	1.000%	582.45	4,698.45
9/1/2050	4,127	1.000%	572.16	4,699.16
12/1/2050	4,137	1.000%	561.84	4,698.84
3/1/2051	4,147	1.000%	551.50	4,698.50
6/1/2051	4,158	1.000%	541.13	4,699.13
9/1/2051	4,168	1.000%	530.74	4,698.74
12/1/2051	4,179	1.000%	520.32	4,699.32
3/1/2052	4,189	1.000%	509.87	4,698.87
6/1/2052	4,200	1.000%	499.40	4,699.40
9/1/2052	4,210	1.000%	488.90	4,698.90
12/1/2052	4,221	1.000%	478.37	4,699.37
3/1/2053	4,231	1.000%	467.82	4,698.82
6/1/2053	4,242	1.000%	457.24	4,699.24
9/1/2053	4,252	1.000%	446.64	4,698.64
12/1/2053	4,263	1.000%	436.01	4,699.01
3/1/2054	4,274	1.000%	425.35	4,699.35
6/1/2054	4,284	1.000%	414.67	4,698.67
9/1/2054	4,295	1.000%	403.96	4,698.96
12/1/2054	4,306	1.000%	393.22	4,699.22
3/1/2055	4,316	1.000%	382.45	4,698.45
6/1/2055	4,327	1.000%	371.66	4,698.66
9/1/2055	4,338	1.000%	360.85	4,698.85
12/1/2055	4,349	1.000%	350.00	4,699.00
3/1/2056	4,360	1.000%	339.13	4,699.13
6/1/2056	4,371	1.000%	328.23	4,699.23
9/1/2056	4,382	1.000%	317.30	4,699.30
12/1/2056	4,393	1.000%	306.35	4,699.35
3/1/2057	4,404	1.000%	295.36	4,699.36
6/1/2057	4,415	1.000%	284.35	4,699.35
9/1/2057	4,426	1.000%	273.32	4,699.32
12/1/2057	4,437	1.000%	262.25	4,699.25
3/1/2058	4,448	1.000%	251.16	4,699.16
6/1/2058	4,459	1.000%	240.04	4,699.04
9/1/2058	4,470	1.000%	228.89	4,698.89
12/1/2058	4,481	1.000%	217.72	4,698.72
3/1/2059	4,492	1.000%	206.51	4,698.51

Bond Debt Service
Branchland-Midkiff Public Service District
IF
\$600,000
1.0% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2059	4,504	1.000%	195.28	4,699.28
9/1/2059	4,515	1.000%	184.02	4,699.02
12/1/2059	4,526	1.000%	172.74	4,698.74
3/1/2060	4,537	1.000%	161.42	4,698.42
6/1/2060	4,549	1.000%	150.08	4,699.08
9/1/2060	4,560	1.000%	138.71	4,698.71
12/1/2060	4,572	1.000%	127.31	4,699.31
3/1/2061	4,583	1.000%	115.88	4,698.88
6/1/2061	4,594	1.000%	104.42	4,698.42
9/1/2061	4,606	1.000%	92.93	4,698.93
12/1/2061	4,618	1.000%	81.42	4,699.42
3/1/2062	4,629	1.000%	69.87	4,698.87
6/1/2062	4,641	1.000%	58.30	4,699.30
9/1/2062	4,652	1.000%	46.70	4,698.70
12/1/2062	4,664	1.000%	35.07	4,699.07
3/1/2063	4,676	1.000%	23.41	4,699.41
6/1/2063	4,687	1.000%	11.72	4,698.72
	600,000		123,634.35	723,634.35

(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:



Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 933-8704 Fax
www.stepToe-johnson.com

Writer's Contact Information

August 2, 2023

Branchland-Midkiff Public Service District
Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

Branchland-Midkiff Public Service District
Branchland, 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 Branchland-Midkiff 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 \$600,000 Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2023 A Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated August 2, 2023, 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 Series 2023 A Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Series 2023 A Bonds are originally issued in the form of one Bond, bearing interest at a rate of 1.0% per annum, registered to the Authority, with principal and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2025, to and including June 1, 2063, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2023 A Bonds.

The Series 2023 A 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, Chapter 31, Article 15A and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public 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 July 24, 2023, as supplemented by a Supplemental Resolution duly adopted by the Issuer on July 24, 2023 (collectively, the “Bond Legislation”), pursuant to and under which Act and Bond Legislation the Series 2023 A Bonds are authorized and issued, and the Loan Agreement has been entered into. The Series 2023 A 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 Series 2023 A Bonds, all under the Act and other applicable provisions of law.

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

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable 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 Series 2023 A 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 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000 (the “Series 1998 Bonds”); (ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 26, 2009, issued in the original aggregate principal amount of \$4,100,000 (the “Series 2009 A Bonds”); and (iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000 (the “Series 2011 A Bonds”) (collectively, the “Prior Bonds”), all in accordance with the terms of the Series 2023 A Bonds and the Bond Legislation.

5. The Series 2023 A Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Series 2023 A Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Series 2023 A 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 Series 2023 A Bonds.

It is to be understood that the rights of the Holders of the Series 2023 A Bonds and the enforceability of the Series 2023 A Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion and the application of equitable remedies in appropriate cases.

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

Very truly yours,



STEPH & JOHNSON PLLC

RONALD J. FLORA

ATTORNEY AT LAW

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LAWRO77@AOL.COM

August 2, 2023

Branchland-Midkiff Public Service District
Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

Branchland-Midkiff Public Service District
Branchland, 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:

I am counsel to Branchland-Midkiff Public Service District, a public service district, in Lincoln and Wayne Counties, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement for the Series 2023 A Bonds dated August 2, 2023, 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 July 24, 2023, as supplemented by the Supplemental Resolution duly adopted by the Issuer on July 24, 2023 (collectively, the "Bond Legislation"), orders of The County Commission of Lincoln County relating to the Issuer and the appointment of members of the Public Service Board of the Issuer, and other documents, papers, agreements, instruments and certificates relating to the above-captioned bonds of the Issuer (the "Series 2023 A Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

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

2. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, 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/or elected (as applicable), 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 Series 2023 A Bonds and the Loan Agreement and the consummation of the transactions contemplated by the Series 2023 A 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 ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

6. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Series 2023 A 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.

7. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Series 2023 A Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders, certificates and approvals from The County Commission of Lincoln County, The County Commission of Wayne County, the West Virginia Bureau for Public Health, the Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges. The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia (the "PSC") entered on August 18, 2020, which became Final Order on September 7, 2020, in Case No. 20-0378-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The Issuer has received the Recommended Decision of the PSC entered on November 2, 2022, which became Final Order on November 22, 2022, in Case No. 22-0564-PWD-19A, approving rates for the System. Such Orders remain in full force and effect.

8. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Series 2023 A Bonds or the collection or pledge of the Net Revenues therefor.

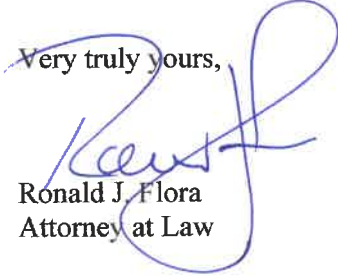
9. I have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug-free workplace plan, and the contracts contain language

that complies with the Drug-Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. I have also ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy and the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

10. I have verified: (1) that the contracts and subcontracts for the Project include the provisions of the West Virginia Jobs Act; and (2) the Issuer has received a certificate from each contractor and subcontractor, prior to entering into each contract or subcontract, demonstrating compliance with Section 4 of the West Virginia Jobs Act.

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

Very truly yours,



Ronald J. Flora
Attorney at Law

RONALD J. FLORA

ATTORNEY AT LAW

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August 2, 2023

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

West Virginia Water Development Authority
Attn: Wayne Morgan
1009 Bullitt Street
Charleston, West Virginia 25301

West Virginia Infrastructure and Jobs Development Council
1009 Bullitt Street
Charleston, West Virginia 25301

Jackson Kelly PLLC
Attn: Samme Gee
P.O. Box 553
Charleston, West Virginia 25322

Steptoe & Johnson PLLC
707 Virginia St. East
Charleston, West Virginia 25301

Branchland Midkiff Public Service District
3670 McClellan Highway
Branchland, West Virginia 25506

Re: Final Title Opinion for Branchland Midkiff
Public Service District Storage Tank Project
WVIJDC Project No. 2018W-1734
Case No. 20-0378-PWD-CN (Final
9/7/2020)

Ladies and Gentlemen:

I am counsel to the Branchland Midkiff Public Service District (the "Issuer") in connection with a proposed Project to construct a water tank and replacement of the existing 151,000 gallon water storage tank, valves and other related appurtenances as well as approval of grants and loans and a project-related rate increase.

The Public Service Commission of West Virginia has approved the Project and financing by Final Order entered September 7, 2020 in Case No. 20-0378-PWD-CN.

1. I am of the opinion that the Issuer is a duly created and validly existing Public Service District possessed with all the powers and authority granted to Public Service Districts under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the West Virginia Department of Environmental Protection.

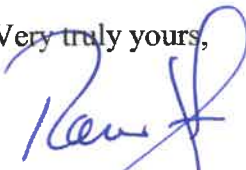
2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

3. I have investigated and ascertained the location of, and are familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by EL Robinson Engineering Co., the consulting Engineers for the Project.

4. I have examined the records on file in the Office of the Clerk of the County Commission of Lincoln County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has acquired Fee Simple Title for the Tank Site and related right-of-way to the same by Deed dated the 20th of October, 2022 of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia in Deed Book 427, at Page 625 (see attached).

5. There is no litigation pending with respect to the Project and there are no tax liens against the Branchland Midkiff Public Service District of record in the aforesaid Clerk's office.

Very truly yours,



Ronald J. Flora
Attorney at Law

RJF/eh

Z:\Emma Share\BRANCHLAND MIDKIFF PSD\FTO.tanksite.wpd

THIS DEED, Made this the 20th day of October, 2022, by and between
ELLA WATSON, d/b/a WATSON'S PROPERTIES, party of the first part, and
BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT, a Political Subdivision of the State
of West Virginia, party of the second part; and, now, therefore;

WITNESSETH:

That for and in consideration for the sum of Ten Dollars (\$10.00), cash in hand paid, and
other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said
party of the first part does hereby GRANT and CONVEY unto the said party of the second part, the
following described real estate:

Beginning at a 5/8 inch rebar with cap set 8' east of an old woven wire fence line,
said rebar also being in the parent tract of Ella Watson & DBA Watson's Properties
(Deed Book 353 Page 301 Sheridan District Tax Map 15 Parcel 54.1), referenced by
a metal tee post found being a corner to the Branchland Cemetery bearing South
11°05'24" West a distance of 335.54';

thence continuing through the parent tract the following nine calls: North 10°08'42"
East a distance of 70.03' to a 5/8 inch rebar with cap set 8' east of the aforementioned
old woven wire fence;

thence South 79°51'49" East a distance of 61.96' to a 5/8 inch rebar with cap set;

thence South 79°49'58" East a distance of 12.94' to a 5/8 inch rebar with cap set;

thence South 52°21'07" East a distance of 25.19' to a 5/8 inch rebar with cap set;

thence South 03°22'52" West a distance of 20.31' to a 5/8 inch rebar with cap set;

thence South 31°39'14" West a distance of 30.43' to a 5/8 inch rebar with cap set;

thence South 45°22'49" West a distance of 20.35' to a 5/8 inch rebar with cap set;

thence North 55°25'38" West a distance of 16.21' to a 5/8 inch rebar with cap set;

thence North 79°51'47" West a distance of 61.98' to the point of beginning, having an area of 0.151 acres (6,557 square feet), more or less, as shown on that certain plat entitled "Plat of Survey Showing A Tract of Land Containing 0.151 Acres To Be Conveyed To Branchland PSD..." dated August 24, 2022, as surveyed by E.L. Robinson Engineering attached hereto and incorporated herein by reference.

There is further granted and conveyed by the party of the first part to the party of the second part a **15 feet wide permanent easement for ingress, egress and placement of utilities containing 2,713 linear feet** as shown on that certain plat title "Fifteen (15) Feet Wide Permanent Ingress/Egress Easement to be Conveyed to Branchland Public Service District" attached hereto and incorporated herein by reference.

The party of the second part, by its signature below covenants and agrees to perform, at its cost a **one time repair** to the right-of-way as shown on the attached plat as follows:

- a. Grade work
- b. Drainage work
- c. Add stone materials for road base
- d. Add crush n run as needed
- e. Install #2 culverts property owner supplied two 10 inch pipes
- f. Grub brush and trees along roadway
- g. Bust rock along roadway for drainage

Thereafter, the party of the second part shall only responsible for reasonable maintenance of the right-of-way related its use of the right-of-way and agrees to repair any damage to the right-of-way caused solely by the use of the party of the second part of the right-of-way.

Being a part of the same property conveyed unto Ella Watson, d/b/a Watson's Properties from Randy Lee Moore by Deed dated the 15th day of February, 2012 of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia in Deed Book 353, at Page 301.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or thereto in anywise appertaining.

This conveyance is made subject to any and all existing covenants, agreements, reservations, restrictions, easements, out-conveyances, leases and rights-of-way as the same may appear in instruments of record in the aforesaid Clerk's Office.

The said party of the first part does hereby covenant and agree to and with the party of the second part that they will **WARRANT GENERALLY** the title to the property hereby conveyed.

Under the penalties of fine and imprisonment as provided by laws, the grantor does hereby declare that the total consideration for the property is exempt as a transfer of a Political Subdivision of the State of West Virginia.

WITNESS the following signatures:

ELLA WATSON, d/b/a WATSON'S PROPERTIES

By: Ella Watson

Its: Owner

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: Alfred Ashin

Its: Chairman

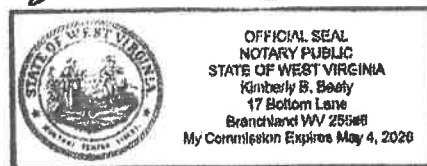
STATE OF West Virginia,
COUNTY OF Lincoln, TO-WIT:

I, Kimberly Besty, a Notary Public in and for the County and State aforesaid, do hereby certify that Ella Watson as Owner for **ELLA WATSON, d/b/a WATSON'S PROPERTIES**, whose name is signed to the foregoing Deed, has this day acknowledged the same before me in the County and State aforesaid.

Given under my hand this 20th day of October 2022.

My commission expires May 4, 2026

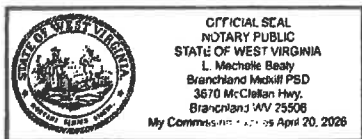
Kimberly B. Besty
NOTARY PUBLIC



STATE OF WV
COUNTY OF Lincoln, TO-WIT:

I, L. Mechelle Beaty, a Notary Public in and for the
County and State aforesaid, do hereby certify that Alfred Albshire as Chairman
for **BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT**, whose name is signed to the
foregoing Deed, has this day acknowledged the same before me in the County and State aforesaid.

Given under my hand this 24 day of Oct., 2022.
My commission expires April 20, 2026.

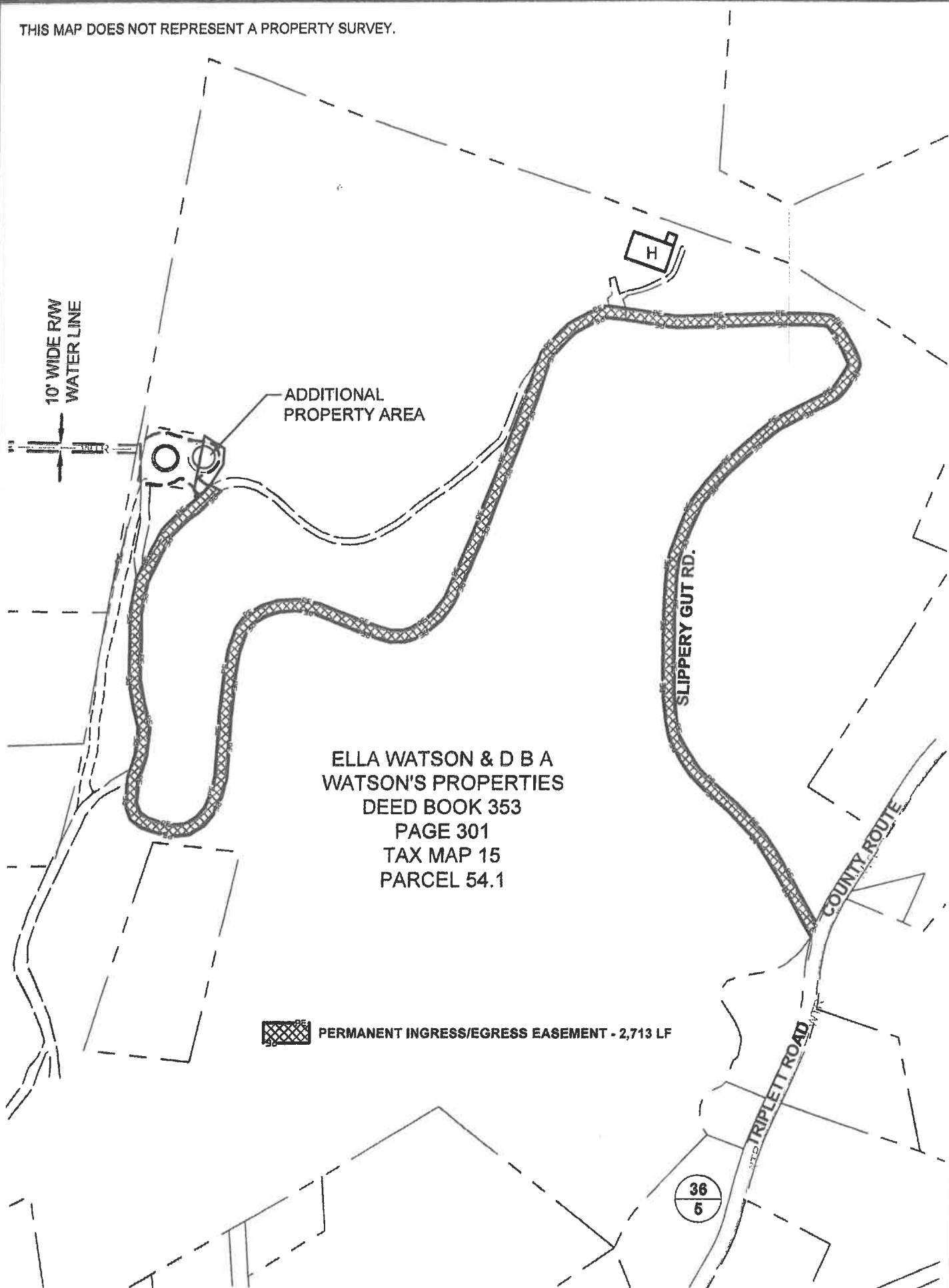


L. Mechelle Beaty
NOTARY PUBLIC

This instrument was prepared without benefit of abstract and/or survey and makes no representations as to the quantity or quality of title conveyed herein, nor to the accuracy of any survey and further, makes no representations as to the existence of any applicable zoning requirements or restrictive covenants which may affect this conveyance.

PREPARED BY:
RONALD J. FLORA
Attorney at Law
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
(304) 743-4120 (Fax)
West Virginia State Bar #1227
Z:\Emma Share\DEEDS\watson-ella.dbs.bmpsd.tanksite.wpd

THIS MAP DOES NOT REPRESENT A PROPERTY SURVEY.



Meridian per
WV South Zone, NAD83

LEGEND

- 30" x 5/8" Rebar with 2024 Plastic Cap Set
- Monument Found

LINE	BEARING	DISTANCE
L1	S 79°49'58" E	12.94'
L2	S 52°21'07" E	25.19'
L3	S 03°22'52" W	20.31'
L4	S 31°39'14" W	30.43'
L5	S 45°22'49" W	20.35'
L6	N 55°25'38" W	16.21'

ELLA WATSON DBA
WATSON'S PROPERTIES
DB 353 PG 301
SHERIDAN DISTRICT
TM 15 PAR 54.1

DAVID TERRY
DB 326 PG 654
SHERIDAN DISTRICT
TM 15 PAR 41



ELLA WATSON DBA
WATSON'S PROPERTIES
DB 353 PG 301
SHERIDAN DISTRICT
TM 15 PAR 54.1

NOTE: This tract to be conveyed lies entirely within the bounds of tract owned by Ella Watson DBA Watson's Properties as per Deed Book 353 Page 301.

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov**NEW ISSUE REPORT FORM**Date of Report: 8/2/2023ISSUE: Branchland-Midkiff Public Service District Water Revenue Bonds, Series 2023 A (WV Infrastructure Fund)ADDRESS: 3670 McClellan Highway, Branchland, WV 25506 COUNTY: Lincoln & WaynePURPOSE OF ISSUE: ☒ New Money
☐ Refunding

Refunding issue(s) dated: _____

ISSUE DATE: August 2, 2023RATE: 1% ADMIN FEE NAISSUE AMOUNT: \$ 600,000.001st DEBT SERVICE DUE: 3/1/20251st PRINCIPAL DUE: 3/1/20251st DEBT SERVICE AMOUNT: \$ 4,699.00PAYING AGENT: MBCBOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson Kelly PLLCContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@JacksonKelly.comCLOSING BANK: City National Bank

ESCROW TRUSTEE: _____

Contact Name: Rebecca Hill

Contact Name: _____

Phone: 304.824.7225

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV IJDCContact Name: Mechelle BeatyContact Name: Wayne Morgan

Title: _____

Title: Executive DirectorPhone: 304.778.7711Phone: 304.414.6500 x 106Email: bmpsd01@yahoo.comEmail: wmorgan@wwvda.org

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons. Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Series 2023 A Bonds Reserve Account will be funded over 10 years.

FOR MUNIICPAL BOND COMMISSION USE ONLY:

Documents Required: _____ Transfers Required: _____

SWEEP RESOLUTION

WHEREAS, the Branchland-Midkiff Public Service District (the “Issuer”) is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the “Bonds”);

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the “MBC”) which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, Pursuant to Chapter 13, Article 3, Section 5a, the MBC has established fees for its services (the “MBC Fee”);

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer sweeping the Issuer’s account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, along with the MBC Fee, shall be made to the MBC by 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 24th day of July, 2023.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT



Chairman

EXHIBIT A

List each bond issue and the last four digits of the Bank account number from which the electronic transfer will be made.

<u>Bond Issue</u>	<u>Bank Information (last 4 digits)</u>
Water Revenue Bonds, Series 1998	<u>2044</u>
Water Revenue Bonds, Series 2009 A	<u>2044</u>
Water Revenue Bonds, Series 2011 A	<u>2044</u>
Water Revenue Bonds, Series 2023 A	<u>2044</u>

Required:

Email for main contact: bmpsd01@yahoo.com



Suite 1117
900 Pennsylvania Avenue
Charleston, WV 25301
(304) 558-3971

07/24/2023
Date

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

UNITED BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Branchland-Midkiff Public Service District Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), dated August 2, 2023, issued in the principal amount of \$600,000 (the "Series 2023 A Bonds"), and agrees to perform all duties of Registrar in connection with the Series 2023 A Bonds, all as set forth in the Bond Legislation authorizing issuance of the Series 2023 A Bonds.

WITNESS my signature on this 2nd day of August, 2023.

UNITED BANK

By: 
Its: Authorized Officer

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF SERIES 2023 A BONDS

UNITED BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Series 2023 A Bonds of Branchland-Midkiff Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer, dated August 2, 2023, in the principal amount of \$600,000, numbered AR-1, was registered as to principal and interest, if any, 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 United Bank, as Registrar.

WITNESS my signature on this 2nd day of August, 2023.

UNITED BANK

By: 
Its: Authorized Officer

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 2nd day of August, 2023, by and between BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and UNITED BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$600,000 Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), in fully registered form (the "Series 2023 A Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted July 24, 2023, and the Supplemental Resolution of the Issuer duly adopted July 24, 2023 (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 Series 2023 A 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 Series 2023 A Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Series 2023 A Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Series 2023 A Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the

Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Branchland-Midkiff Public Service District
3670 McClellan Hwy
Branchland, West Virginia 25506
Attn: Chairman

REGISTRAR: United Bank
700 Virginia Street
Charleston, West Virginia 25301
Attention: Corporate Trust Department

The Issuer and Registrar shall notify the other in writing of any change of address.

8. The Registrar is hereby requested and authorized to authenticate and deliver the Series 2023 A Bonds in accordance with the Bond Legislation.

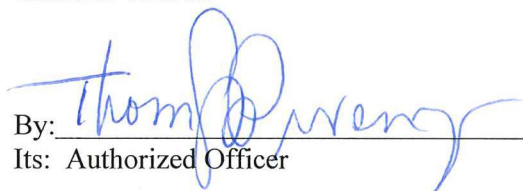
[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

UNITED BANK

By: 
Its: Authorized Officer

260730.00006

EXHIBIT A

Bond Legislation included in bond transcript as Document No. 1 and Document No. 2.

SCHEDULE OF COMPENSATION

(Please see attached)

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. PUBLIC SERVICE COMMISSION ORDERS
15. SIGNATURES AND DELIVERY
16. BOND PROCEEDS
17. PUBLICATION OF NOTICE OF PSC FILING
18. SPECIMEN BONDS
19. CONFLICT OF INTEREST
20. GRANTS
21. PROCUREMENT OF ENGINEERING SERVICES
22. COMPLIANCE WITH WEST VIRGINIA JOBS ACT
23. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Branchland-Midkiff Public Service District in Lincoln and Wayne Counties, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify this 2nd day of August, 2023 in connection with the Issuer's Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2023 A 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 July 24, 2023, and the Supplemental Resolution duly adopted July 24, 2023 (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 Series 2023 A Bonds, the acquisition or construction of the Project, the operation of the System, the receipt of the Net Revenues, or in any way contesting or affecting the validity of the Series 2023 A Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2023 A Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Series 2023 A Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2023 A Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of the Net Revenues as security for the Series 2023 A Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable and necessary approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2023 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 have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

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

There are Outstanding obligations of the Issuer which will rank on a parity with the Series 2023 A Bonds as to liens, pledge and source of and security for payment, being the Issuer's:

- (i) Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000 (the "Series 1998 Bonds");
- (ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 26, 2009, issued in the original aggregate principal amount of \$4,100,000 (the "Series 2009 A Bonds"); and
- (iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000 (the "Series 2011 A Bonds") (collectively, the "Prior Bonds").

The Series 2023 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2023 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no Outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

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

Bond Resolution

Supplemental Resolution

Loan Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders Creating the District

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Organizational Meeting

Excerpt of Minutes on Adoption of Bond Legislation

Evidence of Insurance

Consent of West Virginia Water Development Authority

IJDC Grant Agreement

Prior Bond Resolutions

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Branchland-Midkiff Public Service District". The Issuer is a public service district duly created by The County Commission of Lincoln 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 three (3) duly appointed, qualified and acting members whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Alfred Abshire	11/01/2022	11/01/2027
Wayne Pesimer	12/01/2018	12/01/2023
Stacie Ferguson	01/01/2023	12/31/2027

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 2023 are as follows:

Alfred Abshire	-	Chairman
Wayne Pesimer	-	Secretary

The duly appointed and acting counsel to the Issuer is Ron Flora, Milton, West Virginia.

7. **LAND AND RIGHTS-OF-WAY:** All land in fee simple and all rights-of-way and easements necessary for 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 Series 2023 A Bonds.

8. **MEETINGS, ETC.:** All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Series 2023 A Bonds and the acquisition, construction, operation and financing of the Project and the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. **CONTRACTORS' INSURANCE, ETC.:** All contractors have been required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. The successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. All insurance for the System required by the Bond Legislation and Loan Agreement 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 is true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the date of the Loan Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information

in the Loan Agreement not misleading; and (iv) the Issuer is in compliance with all covenants, terms and representations in the Loan Agreement.

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

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

12. VERIFICATION OF SCHEDULE: The final Schedule B attached to the Certificate of Consulting Engineer, accurately represents the estimated Costs of the Project, the sources of funds available to pay the Costs of the Project and the costs of financing of the Series 2023 A Bonds.

13. RATES: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered November 2, 2022, which became Final Order on November 22, 2022, in Case No. 22-0564-PWD-19A approving the rates and charges for the services of the System and has adopted a resolution prescribing such rates and charges. Such Order remains in full force and effect.

14. PUBLIC SERVICE COMMISSION ORDERS: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered August 18, 2020, which became Final Order on September 7, 2020, in Case No. 20-0378-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. Such Order remains in full force and effect.

15. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Series 2023 A Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, numbered AR-1 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 Series 2023 A Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2023 A Bonds to a representative of the Authority as the original purchaser of the Series 2023 A Bonds under the Loan Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

16. BOND PROCEEDS: On the date hereof, the Issuer also received \$149,201.09 from the Authority and the Council, being a portion of the principal amount of the Series 2023 A Bonds. The balance of the principal amount of the Series 2023 A Bonds will be advanced to the Issuer as the Project progresses.

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

anticipated user rates and charges and filing of a formal application for a certificate of public convenience and necessity with the Public Service Commission of West Virginia.

18. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Series 2023 A Bonds.

19. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Series 2023 A Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

20. GRANTS: As of the date hereof the West Virginia Infrastructure and Jobs Development Council Grant in the amount of \$600,000 and the West Virginia Water Development Authority Economic Enhancement Grant in the amount of \$239,705 are committed and in full force and effect.

21. 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 Series 2023 A Bonds.

22. COMPLIANCE WITH WEST VIRGINIA JOBS ACT: Unless it shall hereafter be qualified for an exception, the Issuer hereby covenants to comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and will require its contractors and subcontractors to comply with the West Virginia Jobs Act. The Issuer hereby certifies to the Authority that (i) the Issuer will comply with all the requirements of the West Virginia Jobs Act; (ii) the Issuer has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (iii) the Issuer has received or will receive, prior to entering into contracts or subcontracts, from each contractor or subcontractor a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act or waiver certificates from the West Virginia Division of Labor ("DOL"); and (iv) the Issuer will file with the DOL and the Authority 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.

23. 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 BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

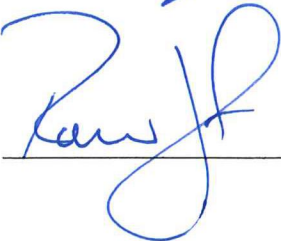
OFFICIAL TITLE



Chairman



Secretary



Counsel to Issuer

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

On this 2nd day of August, 2023, I, Charles R. Roberts, Jr., Registered Professional Engineer, West Virginia License No. 10424, of E.L. Robinson Engineering Company, Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain improvements and extensions (the "Project") to the existing public waterworks system (the "System") of the Branchland-Midkiff Public Service District (the "Issuer"), to be constructed in Lincoln County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (the "Series 2023 A Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meanings set forth in the Bond Resolution adopted by the Issuer on July 24, 2023, and the Supplemental Resolution adopted by the Issuer on July 24, 2023, and the loan agreement dated August 2, 2023 (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").

2. The Series 2023 A 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.

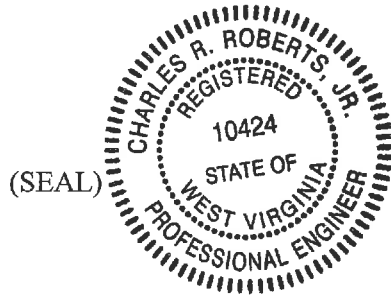
3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the West Virginia Bureau for Public Health (the "BPH") and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project does not include any buildings to be designed and constructed in compliance with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; (iii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) 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 described in the Schedule B, attached hereto as Exhibit A and the Issuer's counsel, Ronald J. Flora, Esquire, 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; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vii)

the bid documents relating to the Project reflect the Project as approved by the Council and the bid forms provided to the bidders contain the critical operational components of the Project; (viii) the successful bids include prices for every item on such bid forms; (ix) the uniform bid procedures were followed; (x) the Issuer has obtained all applicable 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; (xi) each contract or subcontract for the Project included the provisions of the West Virginia Jobs Act and the Issuer has received, prior to entering into each contract or subcontract, from each contractor or subcontractor, a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act; (xii) the net proceeds of the Series 2023 A Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; and (xiii) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

4. The Project will not serve any new customers.

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WITNESS my signature and seal as of the date first written above.



E.L. ROBINSON ENGINEERING COMPANY

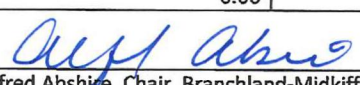
A handwritten signature in blue ink, appearing to read "Charles R. Roberts, Jr.", written over a horizontal line.

Charles R. Roberts, Jr., P.E.
West Virginia License No. 10424

Branchland-Midkiff PSD - Branchland-Midkiff Water Storage Tank Project - 2018W-1734
Schedule B

A. COST OF PROJECT		Total	WV IJDC Fund Loan	WV IJDC Fund Grant	WDA EEGF Grant
1 Construction					
Contract 1		1,099,205.00	584,500.00	275,000.00	239,705.00
Contract 2		0.00	0.00	0.00	0.00
2 Construction Contingency	7.8%	86,000.00	0.00	86,000.00	0.00
3 Technical Services (EL Robinson)					
a Study & Report	*	5,000.00	0.00	5,000.00	0.00
b Preliminary Design	*	15,000.00	0.00	15,000.00	0.00
c Final Design	*	12,000.00	0.00	12,000.00	0.00
d Bidding & Negotiating	*	5,000.00	0.00	5,000.00	0.00
e Construction Phase	*	8,000.00	0.00	8,000.00	0.00
f Resident Project Representative	*	25,000.00	0.00	25,000.00	0.00
g Special Services		25,000.00	0.00	25,000.00	0.00
4 Legal					
a Local Attorney/Land Acquisition	*	12,000.00	0.00	12,000.00	0.00
b PSC Legal	*	10,000.00	0.00	10,000.00	0.00
5 Lands & ROWs		20,000.00	0.00	20,000.00	0.00
6 Accounting	*	30,000.00	0.00	30,000.00	0.00
7 Project Administration	*	50,000.00	0.00	50,000.00	0.00
8 Permits		10,000.00	0.00	10,000.00	0.00
9 Project Contingency		12,000.00	0.00	12,000.00	0.00
10 Sub Total		1,424,205.00	584,500.00	600,000.00	239,705.00
B. COST OF FINANCING					
11 Reserve		0.00	0.00	0.00	0.00
12 Registrar Fees	*	500.00	500.00	0.00	0.00
13 Bond Counsel	*	15,000.00	15,000.00	0.00	0.00
14 Capitalized Interest		0.00	0.00	0.00	0.00
15 Sub Total Cost of Financing		15,500.00	15,500.00	0.00	0.00
16 TOTAL PROJECT COST		1,439,705.00	600,000.00	600,000.00	239,705.00
C. SOURCES OF FUNDS					
17 WV IJDC Fund Grant		0.00	0.00	600,000.00	0.00
18 WV IJDC Fund Loan		0.00	600,000.00	0.00	0.00
19 WDA EEGF Grant		0.00	0.00	0.00	239,705.00


Rick Roberts, Engineer, E.L. Robinson


Alfred Abshire, Chair, Branchland-Midkiff PSD



August 2, 2023

CPA Certificate

Branchland-Midkiff Public Service District
Water Revenue Bonds Series 2023A
(West Virginia Infrastructure Fund)

Branchland-Midkiff Public Service District
Branchland, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

**RE: CPA CERTIFICATE
Water Tank Project Closing**

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Recommended Decision of the Public Service Commission of West Virginia entered November 2, 2022, which became Final Order on November 22, 2022, in Case 22-0564-PWD-19A, and projected operating expenses and anticipated customer usage as furnished to us by E.L. Robinson Engineering Company, the Consulting Engineer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of Branchland-Midkiff 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 Issuer's Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), dated August 2, 2023, issued in the principal amount of \$600,000 (the "Series 2023 A Bonds"), and all other obligations secured by a lien on or payable from the revenues of the System, on a parity with the Series 2023 A Bonds, including the Issuer's:

- (i) Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000 (the "Series 1998 Bonds");

Michael D. Griffith, CPA, AFI
Michael@Griffith.CPA

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

(ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 24, 2009, issued in the original aggregate principal amount of \$4,100,000 (the “Series 2009 A Bonds”); and

(iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000 (the “Series 2011 A Bonds”) (collectively, the “Prior Bonds”).

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2023 A 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 2023 A 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 2023 A Bonds.

In the course of our due diligence to render this Certificate, we have reviewed the books and records of the System and further opine as follows:

(a.) The Debt Service Reserve Funds for the Prior Bonds are each funded or are being funded at the level required by the respective resolutions of the Issuer authorizing the issuance of such Prior Bonds (collectively, the “Prior Resolutions”);

(b.) The Renewal and Replacement Fund required by the Prior Resolutions is established and the rates and charges for the System have been established which are projected to be sufficient in the upcoming Fiscal Year to make the required deposits in the Renewal and Replacement Fund; and

(c.) The Working Capital Reserve Account required by W. V. Code Section 24-1-1(k) is established and the rates and charges for the System have been established which are projected to be sufficient in the upcoming Fiscal Year to make the required deposits in the Working Capital Reserve Account.

Very truly yours,

A handwritten signature in black ink, reading "Michael D. Griffith, CPA". The signature is fluid and cursive, with the initials "MDG" being prominent.

GRIFFITH & ASSOCIATES PLLC

MDG/s

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of Branchland-Midkiff Public Service District in Lincoln and Wayne Counties, West Virginia (the “Issuer”), being one of the officials of the Issuer duly charged with the responsibility for the issuance of the \$600,000 Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), of the Issuer, dated August 2, 2023 (the “Series 2023 A Bonds”), hereby certifies this 2nd day of August 2023 as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Series 2023 A 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 July 24, 2023, supplemented by Supplemental Resolution duly adopted by the Issuer on July 24, 2023 (collectively, the “Bond Resolution”), authorizing the Series 2023 A 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 August 2, 2023, the date on which the Series 2023 A Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2023 A 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 Series 2023 A 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 Series 2023 A 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 Series 2023 A 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 2023 A Bonds were sold on August 2, 2023, to the Authority, pursuant to a Loan Agreement dated August 2, 2023, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of \$600,000 (100% of par), at which time, the Issuer received \$149,201.09 from the Authority and the Council, being the first advance of the principal amount of the Series 2023 A Bonds. No accrued interest has been or will be paid on the Series 2023 A Bonds. The balance of the principal amount of the Series 2023 A Bonds will be advanced to the Issuer as the Project progresses.

6. The Series 2023 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project; and (ii) paying certain costs of issuance and related costs.

7. Within 30 days after the delivery of the Series 2023 A Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Series 2023 A Bonds on the Project, constituting a substantial binding commitment. The Project and the allocation of the net sale proceeds of the Series 2023 A Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion. All of the proceeds from the sale of the Series 2023 A Bonds, together with any investment earnings thereon, will be expended for payment of Costs of the Project on or before August 1, 2025. The acquisition and construction of the Project is expected to be completed by February 1, 2025.

8. The total Cost of the Project is estimated at \$1,439,705. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2023 A Bonds	\$600,000
Council Grant	600,000
EEGF	239,705
Total Sources	<u>\$1,439,705</u>

USES

Costs of the Acquisition and Construction of the Project	\$1,424,205
Costs of Issuance	15,500
Total Uses	<u>\$1,439,705</u>

9. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2023 A Bonds:

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

- (2) Renewal and Replacement Fund (established by the Prior Resolutions);
- (3) Cash Working Capital Reserve;
- (4) Series 2023 A Bonds Construction Trust Fund;
- (5) Series 2023 A Bonds Sinking Fund; and
- (6) Series 2023 A Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Resolution, the proceeds of the Series 2023 A Bonds will be deposited as follows:

- (1) Series 2023 A Bond proceeds in the amount of \$-0- will be deposited in the Series 2023 A Bonds Sinking Fund as capitalized interest.
- (2) Series 2023 A Bond proceeds in the amount of \$-0- will be deposited in the Series 2023 A Bonds Reserve Account.
- (3) The balance of the proceeds of the Series 2023 A Bonds will be deposited in the Series 2023 A Bonds Construction Trust Fund as received from time to time and applied solely to payment of Costs of the Project, including costs of issuance of the Series 2023 A Bonds and related costs.

11. Monies held in the Series 2023 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2023 A Bonds and will not be available to meet Costs of the Project. All investment earnings on monies in the Series 2023 A Bonds Sinking Fund and Series 2023 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2023 A Bonds Construction Trust Fund during 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 16 months of the date hereof.

13. With the exception of the amount deposited in the Series 2023 A Bonds Sinking Fund for payment of interest, if any, on the Series 2023 A Bonds and the amount deposited in the Series 2023 A Bonds Reserve Account, if any, all of the proceeds of the Series 2023 A Bonds will be expended on the Project within 24 months from the date of issuance thereof.

14. 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 Series 2023 A Bonds.

15. The amount designated as costs of issuance of the Series 2023 A Bonds consists only of costs which are directly related to and necessary for the issuance of the Series 2023 A Bonds.

16. All property financed with the proceeds of the Series 2023 A Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

17. No proceeds of the Series 2023 A Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

18. The original proceeds of the Series 2023 A Bonds will not exceed the amount necessary for the purposes of the issue.

19. The Issuer covenants that it shall maintain thorough and accurate accounting records, in conformance with generally accepted account principles, relative to the proceeds of Bonds so that use of proceeds from each series of the Bonds can be accounted for.

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 Series 2023 A Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Resolution authorizing the issuance of the Series 2023 A Bonds if such amendment is necessary to assure that the Series 2023 A Bonds remain public purpose bonds.

23. The Issuer has either (a) funded the Series 2023 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due, on the Series 2023 A Bonds in the then current or any succeeding year with the proceeds of the Series 2023 A Bonds, or (b) created the Series 2023 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2023 A Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Series 2023 A Bonds in the then current or any succeeding year. Monies in the Series 2023 A Bonds Reserve Account and the Series 2023 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2023 A Bonds and will not be available to pay Costs of the Project.

24. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Series 2023 A Bonds, (b) are to be sold pursuant to a common plan of financing together with the Series 2023 A 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 Series 2023 A 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 Series 2023 A Bonds, rebates and rebate calculations.

27. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

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

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

260730.00006

OCT 2, 1965

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

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

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

WHEREAS, pursuant to the provisions of Article 13-a of Chapter 16 of the West Virginia Code, this County Court upon presentation of such petition is required to fix a date of hearing on the creation of the proposed public service district:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Court of Lincoln County, West Virginia, as follows:

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

SECTION 2. That said Petition, among other things, states as follows:

- (a) The name and corporate title of said public service district shall be the Branchland-Midkiff Public Service District.
- (b) The territory to be embraced in said public service district shall be as follows: an area comprised of communities of Branchland, Hubball, and Midkiff, being specifically described as follows:

BEGINNING at a point in Guyandot River opposite the Mouth of Peyton Branch and the boundary of Pleasant View Public Service District, down Guyandot River to a point having a latitude of North $38^{\circ} 14' 49''$ and longitude West $82^{\circ} 11' 10''$.

THENCE South 0.4 Miles to a point having a latitude of North $38^{\circ} 14' 24''$ and longitude of West $82^{\circ} 11' 10''$.

THENCE Southwesterly direction 0.7 miles to a point having a latitude of North $38^{\circ} 14' 03''$ and longitude of West $82^{\circ} 11' 45''$

THENCE Southerly 0.8 miles to a point having a latitude of North $38^{\circ} 13' 19''$,
THENCE Southeasterly 1.0 Miles to a point having a latitude of North $38^{\circ} 12' 47''$ and longitude of West $82^{\circ} 10' 53''$,

THENCE SOUTH 1.2 miles to a point having a latitude of North $38^{\circ} 11' 45''$ and longitude of West $82^{\circ} 10' 54''$

THENCE Southeasterly 1.3 miles to a point having a latitude of North $38^{\circ} 10' 46''$ and longitude of West $82^{\circ} 10' 12''$

THENCE Southeasterly 0.5 Miles to a point having a latitude of North $38^{\circ} 10' 28''$ and longitude West $82^{\circ} 09' 45''$,

THENCE Southwesterly 1.2 miles to a point having a latitude of North $38^{\circ} 09' 32''$ and longitude of West $82^{\circ} 10' 00''$,

THENCE Crossing Guyandott River West 0.3 miles to a point having a latitude of North $38^{\circ} 09' 32''$ and a longitude of West $82^{\circ} 10' 52''$,

THENCE Northwest 1.4 miles to a point having a latitude of North $38^{\circ} 11' 11''$ and longitude of West $82^{\circ} 11' 11''$ and longitude of West $82^{\circ} 11' 08''$,

THENCE Northwesterly 0.6 Miles to a point having a latitude of North $38^{\circ} 11' 47''$ and longitude of West $82^{\circ} 11' 49''$,

THENCE West 0.5 miles to a point having a latitude of North $38^{\circ} 11' 47''$ and longitude of North $38^{\circ} 11' 47''$ and longitude of West $82^{\circ} 12' 24''$

THENCE North 0.6 miles to a point having a latitude of North $38^{\circ} 12' 17''$ and longitude of West $82^{\circ} 12' 24''$

THENCE East 0.8 miles to a point having a latitude of North $38^{\circ} 12' 17''$ and longitude West $82^{\circ} 11' 30''$,

THENCE North 0.4 miles to a point having a latitude North $38^{\circ} 12' 38''$ and Longitude west $82^{\circ} 11' 30''$,

THENCE Northwesterly 0.8 miles to a point having latitude of North $38^{\circ} 13' 00''$ and longitude of West $82^{\circ} 12' 12''$ West 0.3 miles to a point having a latitude of North $38^{\circ} 13' 00''$ and longitude $82^{\circ} 12' 32''$

THENCE NORTH 1.5 miles to a point having a latitude of North $38^{\circ} 14' 18''$, and a longitude of West $82^{\circ} 12' 32''$

THENCE North easterly 0.8 miles to a point having a latitude of North $38^{\circ} 14' 41''$ and longitude West $82^{\circ} 11' 47''$,

THENCE East 0.1 miles to place of BEGINNING, containing square miles 5.1 and being a part of Sheridan and Laurel Magisterial Districts of Lincoln County, West Virginia

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

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

SECTION 3. That on November 6, 1965, at the hour of 9:00 O'Clock, A. M., this County Court shall meet in the County Court House at Hamlin, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed public service district; at which time and place all persons residing in or owning or having any interest in property in the proposed public service district may appear before this County Court and shall have an opportunity to be heard for and against the creation of said district, and at such hearing, this County Court shall consider and determine the feasibility of the creation of the proposed public service district.

SECTION 4. That the County Court Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on October 7, 1965, in the Hamlin Democrat a newspaper of general circulation published in Lincoln County:

ADOPTED BY THE COUNTY COURT October 2, 1965.

W.W. Oxley
President

ATTEST:

Clerk

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STATE OF WEST VIRGINIA)
COUNTY OF LINCOLN) ss

I, George W. Johnson, hereby certify that I am the duly qualified and acting Clerk of

12/06

Ronald J. Flora

ATTORNEY AT LAW
1115 SMITH STREET
MILTON, WEST VIRGINIA 25541

(304) 743-5354
FAX (304) 743-4120
E-MAIL: law7077@aol.com

Jennifer R. Smith / C.L.A.

December 29, 2006

Ms. Sandra Squire, Executive Secretary
Public Service Commission
Post Office Box 812
Charleston, West Virginia 25323

RECEIVED
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WV PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

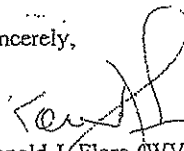
Re: Branchland-Midkiff Public Service District/Petition
to Enlarge Boundaries in Lincoln and Wayne
Counties

Dear Ms. Squire:

Enclosed please find original and twelve (12) copies of an Affidavit of Publication from the Wayne County News on the above matter for filing. Please forward to the respective divisions.

Should you have any further questions concerning this matter, please do not hesitate to contact me, at your earliest possible convenience.

Sincerely,



Ronald J. Flora (WVSB #1227)
Attorney at Law

RJF/js

Enclosures

cc: Branchland-Midkiff Public Service District

Affidavit of Legal
Publication and Posting
STATE OF WEST VIRGINIA
COUNTY OF WAYNE, TO-WIT:

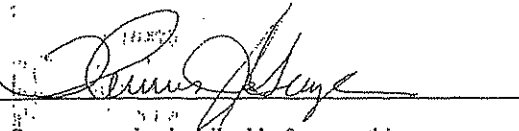
I, Thomas J. George

publisher of the WAYNE COUNTY NEWS, a
newspaper published in the COUNTY OF
WAYNE, STATE OF WEST VIRGINIA,
hereby certify that the annexed publication was
inserted in said newspaper on the following dates:

Commencing on December 22, 2006

And Ending on December 22, 2006

Given under my hand this 27 day
of December 2006



Sworn to and subscribed before me this

27 day of December

2006, at Wayne, Wayne County, West

Virginia.



NOTARY PUBLIC

of, in and for WAYNE COUNTY, WEST
VIRGINIA.

MY COMMISSION EXPIRES: Nov. 18, 2009

Amount Due for Publishing Annexed Notice:

\$ 143.68

THE LINCOLN JOURNAL Inc.

www.lincolnjournal.com

Publishers Of: The Lincoln Journal / The Weekly News Sentinel / The Lincoln Times

AFFIDAVIT OF PUBLICATION

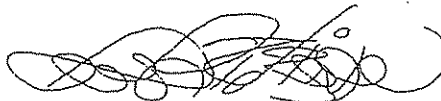
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, THOMAS A ROBINSON, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitled:

The Lincoln Journal; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such paper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspaper is newspapers 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 newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers is circulated to the general public at a definite price or consideration; that such newspaper is newspaper to which the general public resorts for posting 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

December 13 Notice Of Public Hearing Regarding The Enlargement Of The Boundaries Of Branchland-Midkiff Public Service District, A Political subdivision Of The State Of West Virginia

was duly published in said newspaper once a week for 1 week(s), commencing with the issue 13th day of December 2006 and ending with the issue of the 13th day of December 2006, that said annexed notice was published on the following date(s): December 13, 2006 and the cost of publishing the annexed notice as aforesaid was \$193.55.

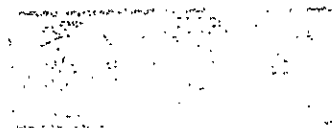


Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 28th day of December 2006.



Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires October 4, 2015.



Don't
I am
subject to the said filter
Sept 21st

advertisment

year	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401
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rest, most patients described as being depressed in a way beginning in a year or two after he wrote an important article.

Jan 4, 2007

IN THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA

IN RE: PETITION OF BRANCHLAND-MIDKIFF PUBLIC SERVICE
DISTRICT TO ENLARGE DISTRICT BOUNDARIES

COMMISSION ORDER

On this the 7th day of December, 2006, the Lincoln County Commission considered the Amended Petition of the Branchland-Midkiff-Public Service District to enlarge District boundaries pursuant to West Virginia Code 16-13A-2 et seq.

Upon consideration of the Amended Petition and the attachments thereto the Lincoln County Commission does hereby Order the following:

1. A public hearing shall be set in this matter on January 4, 2007 at the hour of 5:30 p.m. in the Commission Chambers at the Lincoln County Courthouse, Hamlin, West Virginia, for the purpose of affording affected persons an opportunity to be heard regarding the District proposal.
2. The Branchland-Midkiff Public Service District shall publish a Notice of Public Hearing in the form attached hereto no later than ten (10) days prior to the date of said hearing, as a Class I Legal Advertisement in a newspaper of general circulation within the county.
3. Within ten (10) days from the entry of this Commission order, counsel for the Branchland-Midkiff Public Service District shall serve upon the West Virginia Public Service Commission a copy of the Order and Notice of Public Hearing pursuant to West Virginia Code 16-13A-2(c).
4. The Branchland-Midkiff Public Service District shall post a copy of the Notice of Public Hearing in five (5) conspicuous places within the proposed service territory of

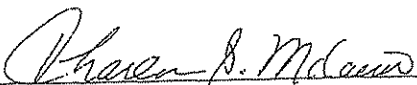
Branchland-Midkiff Public Service District, further pursuant to West Virginia Code 16-13A-

2(d).

5. The Branchland-Midkiff Public Service District shall present for Commission review an Affidavit of Publication and an Affidavit of Posting per West Virginia Code 16-13A-2(d) at the hearing to be held on January 4 2007 at 5:30 p.m.

Upon Motion of CHARLES VANCE and seconded by CHARLES MCCOY the Lincoln County Commission unanimously approved the matters set forth herein above.

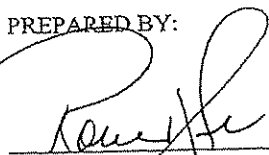
Entered this 7th day of DECEMBER, 20 06.


Commissioner


Commissioner

Commissioner

PREPARED BY:



RONALD J. FLORA (WVSB#1227)
Counsel for Branchland-Midkiff Public Service District
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
(304) 743-4120 (fax)

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IN THE COUNTY COMMISSION OF LINCOLN
COUNTY, WEST VIRGINIA

IN RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE
DISTRICT

CASE NO. _____

ORDER APPROVING
PETITION OF THE BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
TO ENLARGE THE SERVICE BOUNDARIES OF BRANCHLAND-MIDKIFF
PUBLIC SERVICE DISTRICT PURSUANT TO WEST VIRGINIA CODE 16-13A-2

On this the 4th day of JANUARY, 200 7, came the Petitioner, Branchland-Midkiff Public Service District, by its counsel, Ronald J. Flora, pursuant to a Notice of Hearing upon an Amended Petition to Enlarge the Boundaries of Branchland-Midkiff Public Service District. Ronald J. Flora, counsel for the Branchland-Midkiff Public Service District, then tendered to the Commission copies of the Affidavits of Publication, Affidavit of Posting, photographs showing the posted locations and a plat of the Branchland-Midkiff Public Service District boundaries including the proposed enlarged area.

Counsel for the Branchland-Midkiff Public Service District then represented this Honorable Commission that publication per the terms of West Virginia Code 16-13A-2 had been

perfected as evidenced by the Affidavits of Publication attached hereto and incorporated herein as Class I Legal Advertisements which said Advertisements were placed in a newspaper of general circulation no less than ten (10) days prior to the hearing as were the posed notices.

West Virginia Code 16-13A-2 requires that the Branchland-Midkiff Public Service District transmit a copy of any Order from this Commission regarding the enlargement of the District's boundaries to the Public Service Commission, for Public Service Commission approval. The description of the area sought by the Branchland-Midkiff Public Service District to be added to its service territory is as follows:

WAYNE COUNTY EXTENSION

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 038°04'35" North and a Longitude of 082°14'08" West, thence, from a said Point of Beginning, leaving said division line due West, 16,000 feet to a point with a Latitude of 038°04'35" North and a Longitude of 082°17'28" West, thence, due North 5,000 feet to a point with a Latitude of 038°05'24" North and a Longitude of 082°17'28" West, thence, Northeasterly, 18,379.05 feet to a point located in said division line of Wayne and Lincoln Counties with a Latitude of 038°08'02" North and a Longitude of 082°15'35" West, thence, with the meander of said division line, South 31,784.3 feet to the Point of Beginning, thus encompassing an area of approximately 5.876 square miles.

The Lincoln County Commission believes that it is in the best interest of the public and citizens of Lincoln and Wayne County that the Branchland-Midkiff Public Service District be allowed to enlarge its service territory.

Upon Motion duly made, seconded and affirmed by majority vote the Amended Petition of the Branchland-Midkiff Public Service District to enlarge its boundaries was approved by the Lincoln County Commission. It is therefore **ORDERED** that the boundaries of the Branchland-Midkiff Public Service District shall be as hereinafter described:

WAYNE COUNTY EXTENSION

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 038°04'35" North and a Longitude of 082°14'08" West, thence, from a said Point of Beginning, leaving said division line due West, 16,000 feet to a point with a Latitude of 038°04'35" North and a Longitude of 082°17'28" West, thence, due North 5,000 feet to a point with a Latitude of 038°05'24" North and a Longitude of 082°17'28" West, thence, Northeasterly, 18,379.05 feet to a point located in said division line of Wayne and Lincoln Counties with a Latitude of 038°08'02" North and a Longitude of 082°15'35" West, thence, with the meander of said division line, South 31,784.3 feet to the Point of Beginning, thus encompassing an area of approximately 5.876 square miles.

A copy of a plat evidencing these boundaries is attached hereto and incorporated herein by reference.

DATED this 4th day of JANUARY, 2007.

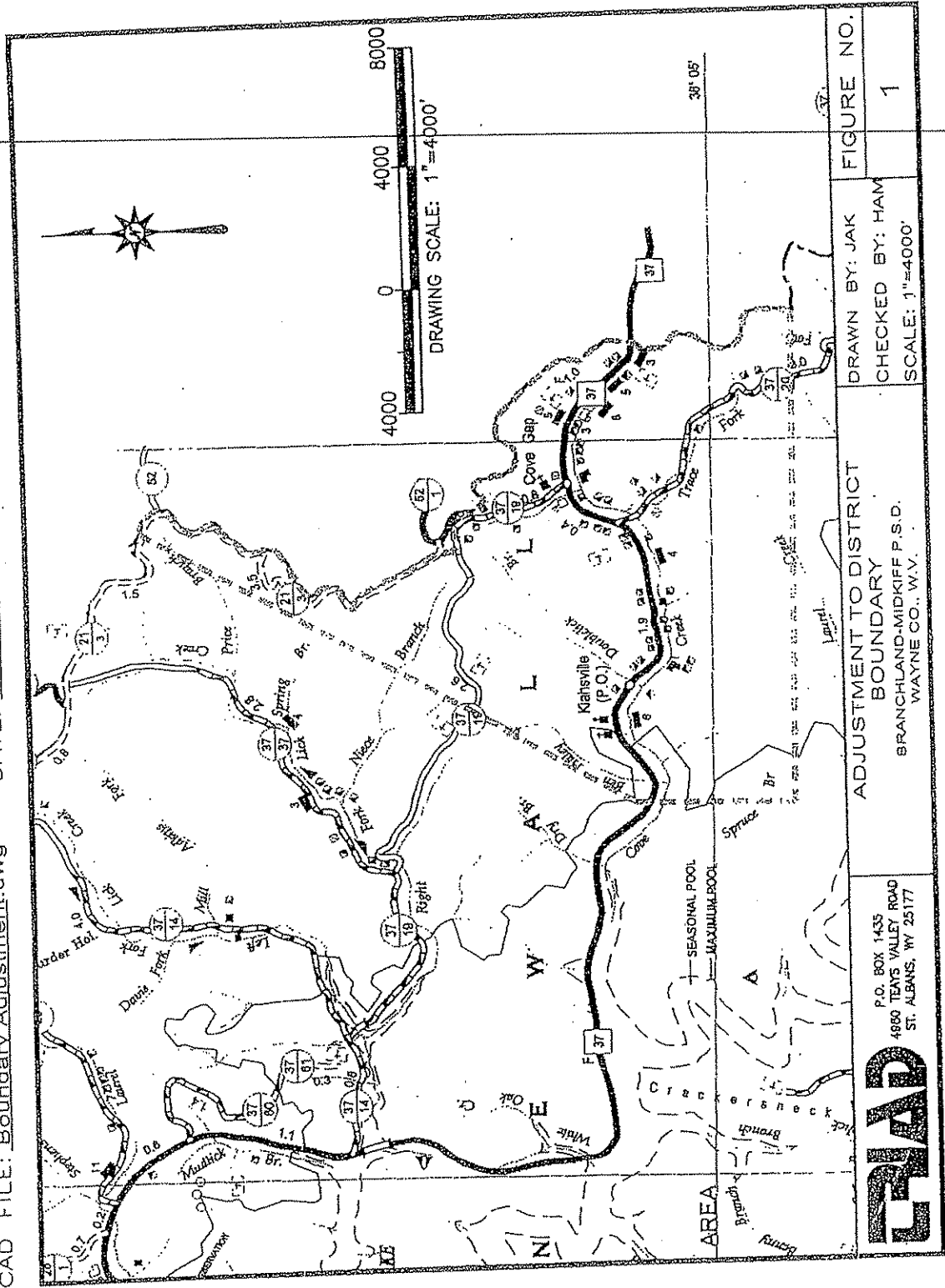
Charles B. McLean
Commissioner

Charles Vann
Commissioner

Commissioner

PREPARED BY:

Ronald J. Flora
RONALD J. FLORA (WVSB#1227)
Counsel for Branchland-Midkiff Public Service District
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
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Jan 4, 2007

IN THE COUNTY COMMISSION OF LINCOLN
COUNTY, WEST VIRGINIA

IN RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE
DISTRICT

CASE NO. _____

NOTICE OF PUBLIC HEARING REGARDING THE ENLARGEMENT OF THE
BOUNDARIES OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, A
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

On January 4, 2007, at the hour of 5:30 .m. in the Lincoln County
Commission Chambers, Lincoln County Courthouse, Hamlin, West Virginia, the Branchland-
Midkiff Public Service District will present for approval by the Lincoln County Commission an
Amended Petition to enlarge the boundaries of the Branchland-Midkiff Public Service District
pursuant to West Virginia Code 16-13A-2(c). Any persons residing in, owning or having any
interest in property in the proposed service area shall be afforded an opportunity to be heard for
or against the proposed enlargement of the service territory of Branchland-Midkiff Public Service
District. The proposed district boundaries including the enlargement area are hereby described as
follows:

Current Boundaries:

An area comprised of communities of Branchland, Hubball, and Midkiff, being
specifically described as follows:

BEGINNING at a point in Guyandot River opposite the Mouth of Peyton Branch
and the boundary of Pleasant View Public Service District, down Guyandot River

to a point having a latitude of North 38°14'49" and longitude West 82°11'10". Thence South 0.4 miles to a point having a latitude of North 38°14'24" and longitude of West 82°11'10". Thence Southwesterly direction 0.7 miles to a point having a latitude of North 08°14'03" and longitude of West 82°11'45". Thence Southerly 0.8 miles to a point having a latitude of North 38°13'19", Thence Southeasterly 1.0 miles to a point having a latitude of North 38°12'47" and longitude of West 82°10'53", Thence South 1.2 miles to a point having a latitude of North 38°11'45" and longitude of West 82°10'56", Thence Southeasterly 1.3 miles to a point having a latitude of North 38°10' 46" and longitude of West 82°10'12", Thence Southeasterly 0.5 miles to a point having a latitude of North 38°10'28" and longitude West 82°09'45", Thence Southwesterly 1.2 miles to a point having a latitude of North 38°09'32" and longitude of West 82°10'00", Thence crossing Guyandott River West 0.8 miles to a point having a latitude of North 38°09'32" and a longitude of West 82°10'52", Thence Northwest 1.4 miles to a point having a latitude of North 38°11'11" and longitude of West 82°11'11" and longitude of West 82°11'08", Thence Northwesterly 0.6 miles to a point having a latitude of North 38°11'47" and longitude of West 82°11'49", Thence West 0.5 miles to a point having a latitude of North 38°11'47" and longitude of North 38°11'47" and longitude of West 82°12'24", Thence North 0.6 miles to a point having a latitude of North 38°12'17" and longitude of West 82°12'24", Thence East 0.8 miles to a point having a latitude North 38°12'17" and longitude West 82°11'30", Thence North 0.4 miles to a point having a latitude North 38°12'38" and Longitude West 82°11'30", Thence Northwesterly 0.8 miles to a point having latitude of North 38°13'00" and longitude West 82°12'12" West 0.3 miles to a point having a latitude of North 38°13'00" and longitude 82°12'32", Thence North 1.5 miles to a point having a latitude of North 38°44'18", and a longitude of West 82°12'32", Thence North easterly 0.8 miles to a point having a latitude of North 38°14'41" and longitude West 82°11'47", Thence East 0.1 miles to the place of BEGINNING, containing square miles 5.1 and being a part of Sheridan and Laurel Magisterial Districts of Lincoln County, West Virginia.

The proposed territorial service extension in Wayne County, West Virginia, is hereinafter described as follows:

Revised Wayne County Extension

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 038°04'35" North and a Longitude of 082°14'08" West, thence, from a said Point of Beginning,

leaving said division line due West, 16,000 feet to a point with a Latitude of 038°04'35" North and a Longitude of 082°17'28" West, thence, due North 5,000 feet to a point with a Latitude of 038°05'24" North and a Longitude of 082°17'28" West, thence, Northeasterly, 18,379.05 feet to a point located in said division line of Wayne and Lincoln Counties with a Latitude of 038°08'02" North and a Longitude of 082°15'35" West, thence, with the meander of said division line, South 31,784.3 feet to the Point of Beginning, thus encompassing an area of approximately 5.876 square miles.

A copy of the Amended Petition may be obtained at the Branchland-Midkiff Public Service District Office at Route 2 Box 496, Branchland, West Virginia 25506-9756.

LINCOLN COUNTY COMMISSION
BY Charles A. McLeod
COMMISSION PRESIDENT

LEGAL ADVERTISEMENT	LEGAL ADVERTISEMENT	LEGAL ADVERTISEMENT	LEGAL ADVERTISEMENT	LEGAL ADVERTISEMENT
IN THE COUNTY COMMISSION OF WAYNE COUNTY, WEST VIRGINIA NOTICE OF RESCHEDULED PUBLIC HEARING The Public Hearing heretofore scheduled for February 1, 2007, at 3:15 o'clock p.m., before the Wayne County Commission regarding the Petition by the Branchland-Midkiff Public Service District to enlarge its boundaries into Wayne County has been rescheduled until March 1, 2007, at 3:00 o'clock p.m., before the Wayne County Commission, at the Wayne County Commission Offices at which time and place all interested persons may appear. Branchland-Midkiff Public Service District By Counsel, Ronald J. Flora IN THE COUNTY COMMISSION OF WAYNE COUNTY, WEST VIRGINIA RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT NOTICE OF PUBLIC HEARING REGARDING THE ENLARGEMENT OF THE BOUNDARIES OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA On March 1, 2007 at the hour of 3:00 p.m. in the Wayne County Commission Chambers,	Room 103 at the Wayne County Courthouse, Wayne, West Virginia, the Branchland-Midkiff Public Service District will present for approval by the Wayne County Commission to enlarge the boundaries of the Branchland-Midkiff Public Service District pursuant to West Virginia Code 16-13A-2(c). Any persons residing in, owning or having any interest in property in the proposed service area shall be afforded an opportunity to be heard for or against the proposed enlargement of the service territory of Branchland-Midkiff Public Service District. The proposed district boundaries including the enlargement area are hereby described as follows: CURRENT BOUNDARIES An area comprised of communities of Branchland, Hubball, and Midkiff, being specifically described as follows: Beginning at a point in Guyandot River opposite the Mouth of Peyton Branch and the boundary of Pleasant View Public Service District, down Guyandot River to a point having a latitude of North 38° 14' 49" and longitude West 82° 11' 10"; Thence South 0.4 miles to a point having a latitude of North 38° 14' 24" and longitude of West 82° 11' 30"; Thence Southwest direction 0.7 miles to a point having a latitude of North 08° 14' 03" and longitude of West 82° 11' 45"; Thence Southerly 0.8 miles to a point having a latitude of	North 38° 13' 19"; Thence Southeast-ly 1.0 miles to a point having a latitude of North 38° 12' 47" and longitude of West 82° 10' 53"; Thence South 1.2 miles to a point having a latitude of North 38° 11' 45" and longitude of West 82° 10' 66"; Thence Southeast-ly 1.3 miles to a point having a latitude of North 38° 10' 48" and longitude of West 82° 10' 12"; Thence South-easterly 0.5 miles to a point having a latitude of North 38° 10' 28" and longitude West 82° 09' 45"; Thence South-westerly 1.2 miles to a point having a latitude of North 38° 09' 32" and longitude of West 82° 10' 00"; Thence crossing Guyandott River West 0.8 miles to a point having a latitude of North 38° 09' 32" and a longitude of West 82° 10' 52"; Thence Northwest 1.4 miles to a point North 38° 11' 11" and longitude of West 82° 11' 11" and longitude of West 82° 11' 08"; Thence Northwest 0.6 miles to a point having a latitude of North 38° 11' 47" and longitude of West 82° 11' 49"; Thence West 0.5 miles to a point having a latitude of North 38° 11' 47" and longitude of North 38° 11' 47" and longitude of West 82° 12' 24"; Thence North 0.6 miles to a point having a latitude of North 38° 12' 17" and longitude of West 82° 12' 24"; Thence East 0.8 miles to a point having a latitude North 38° 12' 17" and longitude West 82° 11' 30"; Thence North 0.4 miles to a point having a latitude of	North 38° 12' 38" and Longitude West 82° 11' 30"; Thence Northwest 0.8 miles to a point having latitude 16° North 38° 13' 00" and longitude West 82° 12' 12" West 0.3 miles to a point having a latitude of North 38° 13' 00" and longitude 82° 12' 32"; Thence North 1.5 miles to a point having a latitude of North 38° 44' 18" and a longitude of West 82° 12' 32"; Thence North-easterly 0.8 miles to a point having a latitude of North 38° 14' 41" and longitude West 82° 11' 47"; Thence East 0.1 miles to the place of BEGINNING, containing a square miles 5.1 and being a part of Sheridan and Laurel Magisterial Districts of Lincoln County, West Virginia. The proposed territorial service extension in Wayne County, West Virginia, is hereinafter described as follows: Wayne County Extension A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows: Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a lati-	tude of 38° 04' 35" and a Longitude of 82° 14' 08", thence, from a said Point of Beginning, leaving said division line, due West, 25,579 feet to a point located on Crickernock Ridge in said Stonewall Magisterial District of Wayne County, with a Latitude 38° 04' 33" and a Longitude of 82° 19' 25" thence, Northeast-ly, 53,275 feet to a point located on Beech Fork, with a Latitude 38° 13' 17" and a Longitude of 82° 18' 22", thence Northeastly, 12,323 feet to a point in said division line of Wayne and Lincoln Counties, said point being described as the Northwest corner of Branchland-Midkiff Public Service District's existing boundary, with a Latitude of 38° 13' 44" and a Longitude of 82° 15' 54", thence with the meander of said division line, South, 83,065 feet to the Point of Beginning, thus encompassing an area of approximately 27.71 square miles. A copy of the Petition may be obtained at the Branchland-Midkiff Public Service District Office at Route 2, Box 496, Branchland, West Virginia 26506-9766. Wayne County Commission By Charles E. Sammons Commission President 1/26 11c

Affidavit of Legal
Publication and Posting
STATE OF WEST VIRGINIA
COUNTY OF WAYNE, TO-WIT:

L. Thomas J. George

publisher of the WAYNE COUNTY NEWS,
newspaper published in the COUNTY C
WAYNE, STATE OF WEST VIRGINIA,
hereby certify that the annexed publication w
inserted in said newspaper on the following date

January 26, 2007
January 26, 2007
commencing on the 26th

day of January 20 07

Given under my hand this 31st day

of January 20 07

Ruth A. Adkins

Sworn to and subscribed before me this

31st day of January

20 07, at Wayne, Wayne County, West

Virginia.

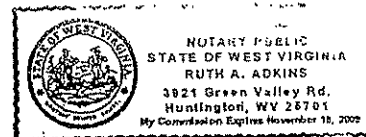
Ruth A. Adkins
NOTARY PUBLIC

of, in and for WAYNE COUNTY, WEST
VIRGINIA.

MY COMMISSION EXPIRES: Nov. 18, 2009

Amount Due for Publishing Annexed Notice:

\$ 176.80



1/22/07

RECEIVED

2007 JAN 24 AM 8:48

W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

Ronald J. Flora
ATTORNEY AT LAW
1115 SMITH STREET
MILTON, WEST VIRGINIA 25541

(304) 743-5354
FAX (304) 743-4120
E-MAIL: lawr77@aol.com

Jennifer R. Smith / C.L.A.

January 23, 2007

Ms. Sandra Squire, Executive Secretary
Public Service Commission
Post Office Box 812
Charleston, West Virginia 25323

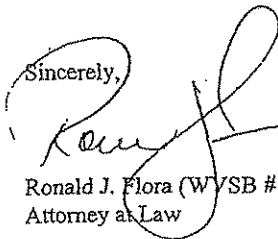
Re: Branchland-Midkiff Public Service District/Petition
to Enlarge District Boundaries

Dear Ms. Squire:

Enclosed please find original and twelve (12) copies of the **Order entered by the Wayne County Commission on January 22, 2007**, on the above matter for filing. This Order is not in the way of the filing of a Petition but is merely indicating compliance with the provisions of West Virginia Code 16-13A-2. Please forward to the respective divisions.

Should you have any further questions concerning this matter, please do not hesitate to contact me, at your earliest possible convenience.

Sincerely,



Ronald J. Flora (WVSB #1227)
Attorney at Law

RJF/js

Enclosures

cc: Branchland-Midkiff Public Service District

1/22/07

IN THE COUNTY COMMISSION OF WAYNE COUNTY, WEST VIRGINIA

IN RE: PETITION OF BRANCHLAND-MIDKIFF PUBLIC SERVICE
DISTRICT TO ENLARGE DISTRICT BOUNDARIES

COMMISSION ORDER

On this the 22nd day of January, 2007, the Wayne County Commission considered the Petition and Amended Petition of the Branchland-Midkiff-Public Service District to enlarge District boundaries pursuant to West Virginia Code 16-13A-2 et seq.

Upon consideration of the Petition and Amended Petition and the attachments thereto the Wayne County Commission does hereby Order the following:

1. A public hearing shall be set in this matter on March 1, 2007 at the hour of 3:00 p.m. in the Commission Chambers at the Wayne County Courthouse, Wayne, West Virginia, for the purpose of affording affected persons an opportunity to be heard regarding the District proposal.
2. The Branchland-Midkiff Public Service District shall publish a Notice of Public Hearing in the form attached hereto no later than ten (10) days prior to the date of said hearing, as a Class I Legal Advertisement in a newspaper of general circulation within the county.
3. Within ten (10) days from the entry of this Commission order, counsel for the Branchland-Midkiff Public Service District shall serve upon the West Virginia Public Service Commission a copy of the Order and Notice of Public Hearing pursuant to West Virginia Code 16-13A-2(c).
4. The Branchland-Midkiff Public Service District shall post a copy of the Notice of Public Hearing in five (5) conspicuous places within the proposed service territory of

Branchland-Midkiff Public Service District, further pursuant to West Virginia Code 16-13A-2(d).

5. The Branchland-Midkiff Public Service District shall present for Commission review an Affidavit of Publication and an Affidavit of Posting per West Virginia Code 16-13A-2(d) at the hearing to be held on March 1, 2007 at 3:00 p.m.

Upon Motion of Wellman and seconded by Boaton the Wayne County Commission unanimously approved the matters set forth herein above.

Entered this 22nd day of January, 2007.

Charles J. [Signature]
Commissioner

James H. Boaton
Commissioner

[Signature]
Commissioner

PREPARED BY:

[Signature]
RONALD J. FLORA (WVSB#1227)
Counsel for Branchland-Midkiff Public Service District
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
(304) 743-4120 (fax)
C:\Branchland-PSD\branchland-boundary-waycom-approv.ord.wpd

March 1, 2007

IN THE COUNTY COMMISSION OF WAYNE
COUNTY, WEST VIRGINIA

IN RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE
 DISTRICT

CASE NO. _____

ORDER APPROVING
PETITION OF THE BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
TO ENLARGE THE SERVICE BOUNDARIES OF BRANCHLAND-MIDKIFF
PUBLIC SERVICE DISTRICT PURSUANT TO WEST VIRGINIA CODE 16-13A-2

On this the 1st day of March, 2007, came the Petitioner, Branchland-Midkiff Public Service District, by its counsel, Ronald J. Flora, pursuant to a Notice of Hearing upon Amended Petition to Enlarge the Boundaries of Branchland-Midkiff Public Service District. Ronald J. Flora, counsel for the Branchland-Midkiff Public Service District, then tendered to the Commission copies of the Affidavits of Publication, Affidavit of Posting, photographs showing the posted locations and a plat of the Branchland-Midkiff Public Service District boundaries including the proposed enlarged area.

Counsel for the Branchland-Midkiff Public Service District then represented this Honorable Commission that publication per the terms of West Virginia Code 16-13A-2 had been

perfected as evidenced by the Affidavits of Publication attached hereto and incorporated herein as Class I Legal Advertisements which said Advertisements were placed in a newspaper of general circulation no less than ten (10) days prior to the hearing as were the posed notices.

West Virginia Code 16-13A-2 requires that the Branchland-Midkiff Public Service District transmit a copy of any Order from this Commission regarding the enlargement of the District's boundaries to the Public Service Commission, for Public Service Commission approval. The description of the area sought by the Branchland-Midkiff Public Service District to be added to its service territory is as follows:

WAYNE COUNTY EXTENSION

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 038°04'35" North and a Longitude of 082°14'08" West, thence, from a said Point of Beginning, leaving said division line due West, 16,000 feet to a point with a Latitude of 038°04'35" North and a Longitude of 082°17'28" West, thence, due North 5,000 feet to a point with a Latitude of 038°05'24" North and a Longitude of 082°17'28" West, thence, Northeasterly, 18,379.05 feet to a point located in said division line of Wayne and Lincoln Counties with a Latitude of 038°08'02" North and a Longitude of 082°15'35" West, thence, with the meander of said division line, South 31,784.3 feet to the Point of Beginning, thus encompassing an area of approximately 5.876 square miles.

The Wayne County Commission believes that it is in the best interest of the public and citizens of Lincoln and Wayne County that the Branchland-Midkiff Public Service District be allowed to enlarge its service territory.

Upon Motion duly made, seconded and affirmed by majority vote the Amended Petition of the Branchland-Midkiff Public Service District to enlarge its boundaries was approved by the Wayne County Commission. It is therefore **ORDERED** that the boundaries of the Branchland-Midkiff Public Service District shall be as hereinafter described:

WAYNE COUNTY EXTENSION

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 038°04'35" North and a Longitude of 082°14'08" West, thence, from a said Point of Beginning, leaving said division line due West, 16,000 feet to a point with a Latitude of 038°04'35" North and a Longitude of 082°17'28" West, thence, due North 5,000 feet to a point with a Latitude of 038°05'24" North and a Longitude of 082°17'28" West, thence, Northeasterly, 18,379.05 feet to a point located in said division line of Wayne and Lincoln Counties with a Latitude of 038°08'02" North and a Longitude of 082°15'35" West, thence, with the meander of said division line, South 31,784.3 feet to the Point of Beginning, thus encompassing an area of approximately 5.876 square miles.

A copy of a plat evidencing these boundaries is attached hereto and incorporated herein by reference.

DATED this 1st day of MARCH, 2007

Charles E. Immor
Commissioner

James H. Boston
Commissioner

Paul W. Williams
Commissioner

PREPARED BY:

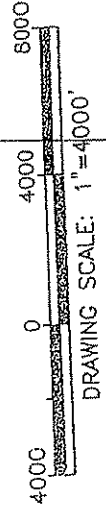
Ronald J. Flora

RONALD J. FLORA (WVSB#1227)
Counsel for Branchland-Midkiff Public Service District
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
C:\Branchland-PSD\branchland-boundary-way-extension-amd.ord.wpd

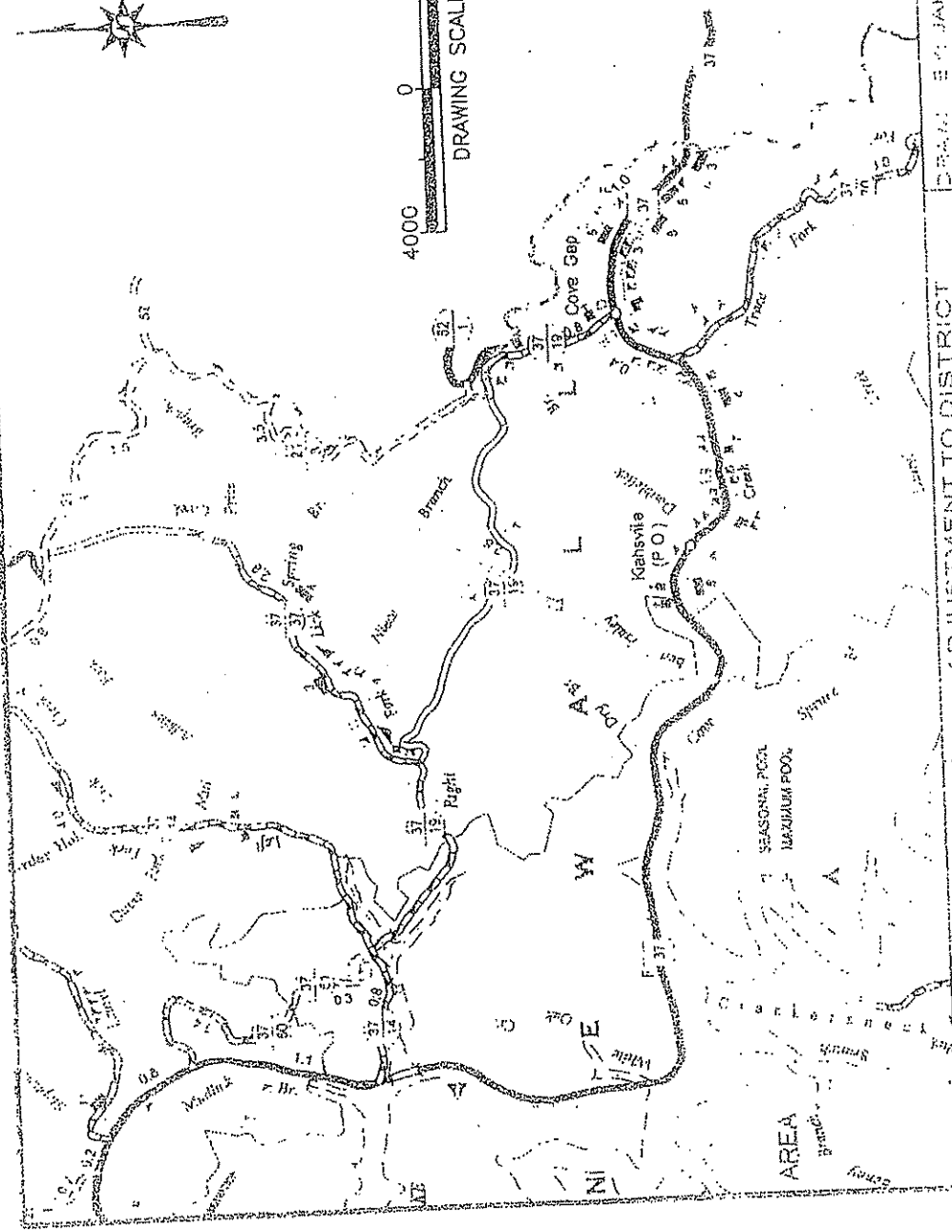
PROJECT NO: 04-03-04-3

DATE 11-28-08

FILE Boundary Adjustment.dwg



38' 05"



ADJUSTMENT TO DISTRICT
BOUNDARY

DRAWN BY: JAY
CHECKED BY: HANNA

FIGURE NO.

1

P.O. BOX 1433
4980 TEAS VALLEY ROAD
ST. ALBANS, WV 26177

LEAD

BRANCHLAND-LEADWATER P. 3.1
WVA 100-00-00-00

**IN THE COUNTY COMMISSION OF WAYNE
COUNTY, WEST VIRGINIA**

NOTICE OF RESCHEDULED PUBLIC HEARING

The Public Hearing heretofore scheduled for February 1, 2007, at 3:15 o'clock p.m., before the Wayne County Commission regarding the Petition by the Branchland-Midkiff Public Service District to enlarge its boundaries into Wayne County has been rescheduled until March 1, 2007, at 3:00 o'clock p.m., before the Wayne County Commission, at the Wayne County Commission Offices at which time and place all interested persons may appear.

**BRANCHLAND-MIDKIFF
PUBLIC SERVICE DISTRICT**
By Counsel,
Ronald J. Flora

FILE COPY

Ronald J. Flora
ATTORNEY AT LAW
1115 SMITH STREET
MILTON, WEST VIRGINIA 25541

(304) 743-5354
FAX (304) 743-4120
E-MAIL: lawro77@aol.com

Jennifer R. Smith / C.L.A.

February 2, 2007

Ms. Sandra Squire, Executive Secretary
Public Service Commission
Post Office Box 812
Charleston, West Virginia 25323

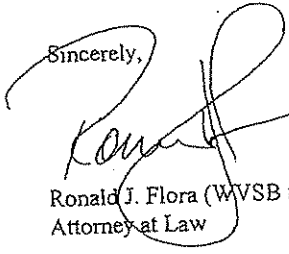
Re: Branchland-Midkiff Public Service District/Petition
to Enlarge Boundaries in Lincoln and Wayne
Counties

Dear Ms. Squire:

Enclosed please find an original and twelve (12) copies of a *Affidavit of Publication* from the *Wayne County News* relative to a *Public Hearing* scheduled for March 1, 2007, on the above-styled matter. Please forward to the respective divisions.

Should you require anything further, please do not hesitate to contact me at your earliest possible convenience.

Sincerely,


Ronald J. Flora (WVSB #1227)
Attorney at Law

RJF/js
Enclosures
cc: Branchland-Midkiff Public Service District

LEGAL ADVERTISEMENT

IN THE COUNTY COMMISSION OF WAYNE COUNTY, WEST VIRGINIA NOTICE OF RESCHEDULED PUBLIC HEARING

The Public Hearing heretofore scheduled for February 1, 2007, at 3:15 o'clock p.m., before the Wayne County Commission regarding the Petition by the Branchland-Midkiff Public Service District to enlarge its boundaries into Wayne County has been rescheduled until March 1, 2007, at 3:00 o'clock p.m., before the Wayne County Commission, at the Wayne County Commission Offices at which time and place all interested persons may appear.

Branchland-Midkiff Public Service District By Counsel, Ronald J. Flora

IN THE COUNTY COMMISSION OF WAYNE COUNTY, WEST VIRGINIA

IN RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT NOTICE OF PUBLIC HEARING REGARDING THE ENLARGEMENT OF THE BOUNDARIES OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

On March 1, 2007 at the hour of 3:00 p.m. in the Wayne County Commission Chambers.

LEGAL ADVERTISEMENT

Room, 103 at the Wayne County Courthouse, Wayne, West Virginia, the Branchland-Midkiff Public Service District will present for approval by the Wayne County Commission to enlarge the boundaries of the Branchland-Midkiff Public Service District pursuant to West Virginia Code 16-13A-2(c). Any persons residing in, owning or having any interest in property in the proposed service area shall be afforded an opportunity to be heard for or against the proposed enlargement of the service territory of Branchland-Midkiff Public Service District. The proposed district boundaries including the enlargement area are hereby described as follows:

CURRENT BOUNDARIES
An area comprised of communities of Branchland, Hubball, and Midkiff, being specifically described as follows:

Beginning at a point in Guyandot River opposite the Mouth of Peyton Branch and the boundary of Pleasant View Public Service District, down Guyandot River to a point having a latitude of North 38° 14' 49" and longitude West 82° 11' 10". Thence South 0.4 miles to a point having a latitude of North 38° 14' 24" and longitude of West 82° 11' 10". Thence Southwesterly direction 0.7 miles to a point having a latitude of North 08° 14' 03" and longitude of West 82° 11' 46". Thence Southerly 0.8 miles to a point having a latitude of

LEGAL ADVERTISEMENT

North 38° 13' 19". Thence Southeast 1.0 miles to a point having a latitude of North 38° 12' 47" and longitude of West 82° 10' 53". Thence South 1.2 miles to a point having a latitude of North 38° 11' 45" and longitude of West 82° 10' 56". Thence Southeast 1.3 miles to a point having a latitude of North 38° 10' 46" and longitude of West 82° 10' 12". Thence Southeasterly 0.5 miles to a point having a latitude of North 38° 10' 28" and longitude West 82° 09' 45". Thence Southwesterly 1.2 miles to a point having a latitude of North 38° 09' 32" and longitude of West 82° 10' 00". Thence crossing Guyandot River West 0.8 miles to a point having a latitude of North 38° 08' 32" and a longitude of West 82° 10' 62". Thence Northwest 1.4 miles to a point North 38° 11' 11" and longitude of West 82° 11' 11". Thence Northwesterly 0.6 miles to a point having a latitude of North 38° 11' 47" and longitude of West 82° 11' 49". Thence West 0.5 miles to a point having a latitude of North 38° 11' 47" and longitude of West 82° 12' 24". Thence North 0.6 miles to a point having a latitude of North 38° 12' 17" and longitude of West 82° 12' 24". Thence East 0.8 miles to a point having a latitude North 38° 12' 17" and longitude West 82° 11' 30". Thence North 0.4 miles to a point having a latitude of

LEGAL ADVERTISEMENT

North 38° 12' 38" and Longitude West 82° 11' 30". Thence Northwesterly 0.8 miles to a point having a latitude of North 38° 13' 00" and longitude West 82° 12' 12". Thence Northwesterly 0.3 miles to a point having a latitude of North 38° 13' 00" and longitude 82° 12' 32". Thence North 1.5 miles to a point having a latitude of North 38° 44' 18" and a longitude of West 82° 12' 32". Thence North easterly 0.8 miles to a point having a latitude of North 38° 14' 41" and longitude West 82° 11' 47". Thence East 0.1 miles to the place of BEGINNING, containing square miles 6.1 and being a part of Sheridan and Laurel Magisterial Districts of Lincoln County, West Virginia. The proposed territorial service extension in Wayne County, West Virginia, is hereinafter described as follows:

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A tract of land situated in Stonewall District, Wayne County, West Virginia, to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

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LEGAL ADVERTISEMENT

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A copy of the Petition may be obtained at the Branchland-Midkiff Public Service District Office at Route 2, Box 496, Branchland, West Virginia 25506-9766.

Wayne County Commission By Charles E. Sammons, Commission President 1/25 ltc

Affidavit of Legal
Publication and Posting
STATE OF WEST VIRGINIA
COUNTY OF WAYNE, TO-WIT:

I, Thomas J. George

publisher of the WAYNE COUNTY NEWS,
newspaper published in the COUNTY OF
WAYNE, STATE OF WEST VIRGINIA
hereby certify that the annexed publication was
inserted in said newspaper on the following dates:

January 26, 2007

January 26, 2007

commencing on the 26th

day of January 20 07

Given under my hand this 31st day

of January 20 07

Thomas J. George

Sworn to and subscribed before me this

31st day of January

20 07, at Wayne, Wayne County, West

Virginia.

Ruth A. Adkins
NOTARY PUBLIC

of, in and for WAYNE COUNTY, WEST
VIRGINIA.

MY COMMISSION EXPIRES: Nov. 18, 2009

Amount Due for Publishing Annexed Notice:

\$ 176.80



March 1, 2007

**IN THE COUNTY COMMISSION OF WAYNE
COUNTY, WEST VIRGINIA**

IN RE: BRANCHLAND-MIDKIFF PUBLIC SERVICE
 DISTRICT

CASE NO. _____

**NOTICE OF PUBLIC HEARING REGARDING THE ENLARGEMENT OF THE
BOUNDARIES OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT, A
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA**

On March 1, 2007, at the hour of 3:00 p.m. in the Wayne County Commission Chambers, Room 103 at the Wayne County Courthouse, Wayne, West Virginia, the Branchland-Midkiff Public Service District will present for approval by the Wayne County Commission to enlarge the boundaries of the Branchland-Midkiff Public Service District pursuant to West Virginia Code 16-13A-2(c). Any persons residing in, owning or having any interest in property in the proposed service area shall be afforded an opportunity to be heard for or against the proposed enlargement of the service territory of Branchland-Midkiff Public Service District. The proposed district boundaries including the enlargement area are hereby described as follows:

Current Boundaries:

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Wayne County Extension

A tract of land situated in Stonewall District, Wayne County, West Virginia to be added into the existing Branchland-Midkiff Public Service District in Laurel Hill and Sheridan Districts, Lincoln County, West Virginia by minor boundary adjustment, more particularly described as follows:

Beginning at a point located on the existing boundary of the Branchland-Midkiff Public Service District, in the division line of Lincoln County, Wayne County and the tract herein described, near Cove Knob, with a Latitude of 38°04'35" and a Longitude of 82°14'08", thence, from a said Point of Beginning, leaving said

division line, due West, 25,579 feet to a point located on Crackersneck Ridge in said County, with a Latitude of 38°04'33" and a Longitude of 82°13'23" East, thence, Northeasterly, 25,275 feet to a point located on Beech Fork, with a Latitude 38°13'17" and a Longitude of 82°18'22", thence, Northeasterly, 12,323 feet to a point in said division line of Wayne and Lincoln Counties, said point being described as the Northwest corner of Branchland-Midkiff Public Service District's existing boundary, with a Latitude of 38°13'44" and a Longitude of 82°15'50", thence with the remainder of said division line, South, 83,065 feet to the Point of Beginning, thus encompassing an area of approximately 27,111 acres, more or less.

A copy of the same was obtained at the Branchland-Midkiff Public Service District

Office at Route 2 Box 496, Branchland, West Virginia 25506-9756.

WAYNE COUNTY COMMISSION
 BY Charles E. Lamm
 COMMISSION PRESIDENT

June 25, 2007

070253coma062507.wpd

**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 25th day of June, 2007.

CASE NO. 07-0253-PWD-PC

LINCOLN COUNTY COMMISSION and
WAYNE COUNTY COMMISSION

Petition for consent and approval to enlarge the
boundaries of the Branchland-Midkiff Public Service District.

COMMISSION ORDER

BACKGROUND

On March 5, 2007, the Branchland-Midkiff Public Service District ("District") filed a "Petition for Approval of the Public Service Commission of West Virginia for Enlargement of Branchland-Midkiff Public Service District." According to the "Amended Petition of the Branchland-Midkiff Public Service District to Enlarge the Service Boundaries of Branchland-Midkiff Public Service District to Include a Portion of Wayne County, West Virginia Pursuant to West Virginia Code 16-13A-2" filed with the Wayne County Commission ("Wayne County") and Lincoln County Commission ("Lincoln County"), the District currently provides water service to 884 residential and commercial customers in Lincoln County, West Virginia. The District received funding commitments in the amount of \$4,600,000 to provide for an extension of water service to approximately 233 potential new customers in Lincoln and Wayne Counties, West Virginia. Approximately 98 of the potential new customers are residents of Wayne County, West Virginia, which lies outside of the current territory of the District.

By order entered January 22, 2007, Wayne County scheduled a public hearing on March 1, 2007, to discuss the District's proposed expansion. On March 5, 2007, the District filed, on behalf of Wayne County, an "Affidavit of Publication" from the *Wayne County News* evidencing publication of notice of the Wayne County public hearing. Additionally, the District filed an affidavit of posting evidencing posting on January 30, 2007, in five (5) conspicuous areas within the proposed enlargement and an order of Wayne County dated March 1, 2007, approving the proposed District expansion.

By order entered December 7, 2006, Lincoln County scheduled a public hearing on January 4, 2007, to discuss the District's proposed expansion. On March 5, 2007, the District filed, on behalf of Lincoln County, a copy of the "Affidavit of Publication" from *The Lincoln Journal* evidencing publication on December 13, 2006, of the Lincoln County public hearing. Additionally,

the District filed an affidavit of posting evidencing posting on December 18, 2006, in five (5) conspicuous areas within the proposed enlargement, the notice of January 4, 2007, public hearing and an order of the Lincoln County dated January 4, 2007, approving the proposed District expansion and describing in metes and bounds the proposed extension.

On March 22, 2007, the District filed an amended order of Lincoln County, including the signatures of all county commissioners approving the District's petition to enlarge.

On March 29, 2007, Commission Staff ("Staff") filed an "Initial and Final Joint Staff Memorandum." To be consistent with the Commission's decision in *Cabell County Commission*, Case No. 05-1019-PSD-PC (November 9, 2007), Staff recommended that notice of the proceeding before the Commission should be published and an opportunity to protest should be provided. Staff stated that if substantial protests are filed, then the Commission may determine that a hearing is necessary.

The Commission issued an Order on April 18, 2007, directing Wayne County and Lincoln County to publish a "Notice of Filing" indicating that this proceeding was currently before the Commission. Affidavits of publication were filed on May 14, 2007, evidencing publication in the *Wayne County News* on April 23, 2007, and *The Lincoln Journal* on April 25, 2007.

No protests were filed.

DISCUSSION

West Virginia Code §16-13A-2 establishes the requirements for modifying public service district boundaries. In accordance with that procedure, Wayne County and Lincoln County each issued an order approving the proposed District enlargement. However, no order of a county commission regarding public service district boundary modification can be effective without approval of the Commission.

The Commission has discretion to determine whether or not a hearing is needed in boundary modification cases. See, *W. Va. Code* § 16-13A-2. No protests have been received in response to the filing of this case or in response to the public notice published on April 23 and 25, 2007. Based upon the foregoing, the Commission scheduled a hearing in this matter.

Rule 8.4.a. of the Commission's *Rules for the Government of Water Utilities* ("Water Rules") states:

After public comment and hearing the Commission shall, by order, approve, disapprove or modify a county commission order creating, expanding, merging, consolidating, reducing or dissolving a public service district. In deliberating on approval, modification or disapproval the Commission may consider, among other things:

1. the public convenience and necessity;
2. the economic feasibility, including sources of funding, costs and related benefits of the county commission's order;
3. the adequacy of facilities;
4. other facilities in the area; and
5. other possible alternatives.

In light of these considerations and based upon the matters contained in the record and the Staff recommendation, the Commission will approve the revised boundary modifications enlarging the District as described in the petition filed herein.

FINDINGS OF FACT

1. On March 5, 2007, the District filed, on behalf of Wayne County and Lincoln County, a "Petition for Approval of the Public Service Commission of West Virginia for Enlargement of Branchland-Midkiff Public Service District," pursuant to *West Virginia Code* §16-13A-2.
2. After notice and hearing in the area affected, Wayne County and Lincoln County each issued an order approving the boundary modification.
3. Notice of the pendency of this proceeding at the Commission was published and the public was given an opportunity to protest.
4. No protests have been received.
5. Staff recommended that the boundary modifications, as described in the March 5, 2007 filings made on behalf of Wayne County and Lincoln County, be approved.

CONCLUSIONS OF LAW

1. No order issued by a county commission regarding public service district boundary modifications can be effective without approval of the Commission. See, *W. Va. Code* § 16-13A-2.
2. No protests have been filed; therefore, a hearing on the proposed boundary modifications will not be required.
3. Giving due consideration to the requirements of Rule 8.4. a. of the *Water Rules*, it is appropriate to approve the District's boundary enlargement as set forth in the March 5, 2007 filing on behalf of Wayne County and Lincoln County.

ORDER

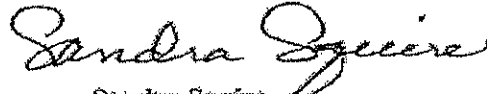
IT IS, THEREFORE, ORDERED that the March 22, 2007 Amended Order of the Lincoln County Commission approving the proposed enlargement of the boundaries of the Branchland-Midkiff Public Service District is hereby approved.

IT IS FURTHER ORDERED that the March 1, 2007 Order of the Wayne County Commission approving the proposed enlargement of the boundaries of the Branchland-Midkiff Public Service District are hereby approved.

IT IS FURTHER ORDERED that upon entry of this Order, this case shall be removed from the Commission's docket of active 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, Tester


Sandra Squire
Executive Secretary

SMS/las
070253ca.wpd

AFFIDAVIT OF PUBLICATION

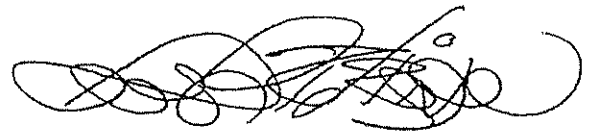
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, THOMAS A ROBINSON, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitles:

The Lincoln Journal; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such paper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspaper is newspapers 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 newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers is circulated to the general public at a definite price or consideration; that such newspaper is newspaper to which the general public resorts for posting 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 Case # 07-0253-PWD-PC

was duly published in said newspapers once a week for 1 week(s), commencing with the issue 25th day of April 2007 and ending with the issue of the 25th day of April 2007 that said annexed notice was published on the following dates: April 25, 2007



Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 28th day of April 2007.



Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires October 4, 2015.



LEGAL ADVERTISEMENT

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 18th day of
April, 2007.

CASE NO. 07-0253-
PWD-PC

LINCOLN COUNTY
COMMISSION and
WAYNE COUNTY COM-
MISSION

Petition for consent and
approval to enlarge the bound-
aries of the Branchland-Midkiff
Public Service District.

NOTICE OF FILING

On March 5, 2007, the
Branchland-Midkiff Public
Service District ("District"), on
behalf of the Lincoln County
Commission, filed a petition for
consent and approval to
enlarge the boundaries of the
District pursuant to West
Virginia Code § 16-13A-2.
The proposed enlargement of
the District's boundaries
include a portion of Wayne
County, West Virginia. A com-
plete description of the bound-
ary enlargement is on file with
the Lincoln County
Commission, the Wayne
County Commission, and the
Public Service Commission's
office.

Anyone desiring to
protest or intervene should file
a written protest or notice of
intervention within 30 days fol-
lowing the date of this publica-
tion unless otherwise modified
by Commission order. All
protests or requests to inter-
vene should briefly state the
reason for the protest or inter-
vention. Requests to intervene
must comply with the
Commission's rules on inter-
vention set forth in the
Commission's Rules of
Practice and Procedure. All
protests and interventions
should be addressed to
Sandra Squire, Executive
Secretary, West Virginia Public
Service Commission, P. O. Box
812, Charleston, West Virginia
25323.

LINCOLN COUNTY
COMMISSION
1/4-28-07

Affidavit of Legal
Publication and Posting
STATE OF WEST VIRGINIA
COUNTY OF WAYNE, TO-WIT:

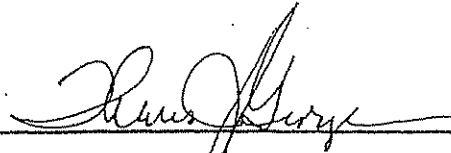
I, Thomas J. George

publisher of the WAYNE COUNTY NEWS, a
newspaper published in the COUNTY OF
WAYNE, STATE OF WEST VIRGINIA,
hereby certify that the annexed publication was
inserted in said newspaper on the following dates:

Commencing on April 23, 2007

And Ending on _____

Given under my hand this 30th day
of April 20 07

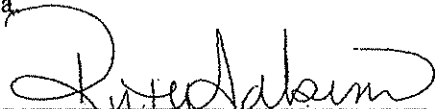


Sworn to and subscribed before me this

30th day of April

20 07, at Wayne, Wayne County, West

Virginia



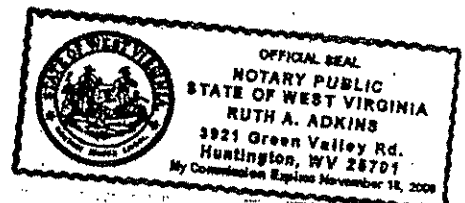
NOTARY PUBLIC

of, in and for WAYNE COUNTY, WEST
VIRGINIA.

MY COMMISSION EXPIRES: Nov. 18, 2009

Amount Due for Publishing Annexed Notice:

\$ 48.92



AVIUE
COMMISSION
OF WEST
VIRGINIA
CHARLESTON
Case No. 07-0253
P.W.D. No. 100
At a session of the
Public Service Com-
mission of West Vir-
ginia, in the City of
Charleston, on the
18th day of April,
2007
Lincoln County
Commissioner and
Wayne County
Commissioner
Petition for con-
sent and approval to
enlarge the bound-
aries of the
Branchland-Midoff
Public Service Dis-
trict.

NOTICE OF
FILING

On March 5,
2007, the
Branchland-Midoff
Public Service Dis-
trict District, on
behalf of the Wayne
County Commis-
sion, filed a petition
for consent and ap-
proval to enlarge
the boundaries of
the District pursuant
to West Virginia
Code § 16-13A-2.
The proposed en-
largement of the
District's bound-
aries include a por-
tion of Wayne
County, West Vir-
ginia. A complete
description of the
boundaries enlarge-
ment is on file with
the Lincoln
County Commis-
sion, the Wayne
County Commis-
sion, and the Public
Service
Commission office.
Anyone desiring
to protest or inter-
vene should file a
written protest or
notice of interven-
tion within 30 days
following the date of
this publication un-
less otherwise mod-
ified by Commission
order. All protests
or requests to inter-
vene should briefly
state the reason for
the protest or inter-
vention. Requests
to intervene must
comply with the
Commission rules
of intervention and
the Commission's Rules
of Practice and Pro-
cedure. All protests
and interventions
should be addressed
to the Executive Sec-
retary, West Virginia
Public Service Com-
mission, P.O. Box
25323, Charleston,
West Virginia
25323.
Wayne County
Commission
4/23/07

At the Regular Session for the Lincoln County Commission, of Lincoln County, West Virginia, held in the election center, on the 3rd day of November 2022, the following Order was made and entered:

SUBJECT: To approve Stacy Ferguson to fill the unexpired term on the Branchland Midkff PSD effective immediately

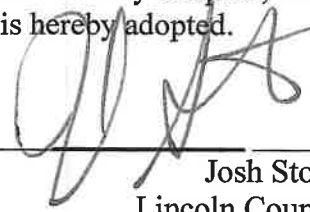
The following Motion was offered by Maria "Phoebe" Harless, Commissioner
To approve Stacy Ferguson to fill the unexpired term on the Branchland Midkff PSD effective immediately

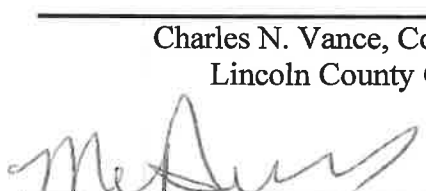
Motion By: Maria "Phoebe" Harless, Commissioner
and Duly Seconded By: Charles N. Vance, Commissioner
The vote thereon was as

Follows:

Josh Stowers, President	AYE
Charles N. Vance, Commissioner	AYE
Maria "Phoebe" Harless, Commissioner	AYE

WHEREUPON, Josh Stowers, President declared said Motion duly adopted, and it is therefore Adjudged and Ordered that said Motion be, and the same is hereby adopted.



Josh Stowers, President
Lincoln County Commission

Charles N. Vance, Commissioner
Lincoln County Commission

Maria "Phoebe" Harless, Commissioner
Lincoln County Commission

At the Regular Session for the Lincoln County Commission, of Lincoln County, West Virginia, held in the election center, on the 5th day of January 2023, the following Order was made and entered:

SUBJECT: To approve Wayne Pesimer on the Branchland Midkiff PSD board effective 1/1/23

The following Motion was offered by Kimberly Blair, Commissioner
To approve Wayne Pesimer on the Branchland Midkiff PSD board effective 1/1/23

Motion By: Kimberly Blair, Commissioner
and Duly Seconded By: Maria "Phoebe" Harless, Commissioner

The vote thereon was as

Follows:

Josh Stowers, President

AYE

Maria "Phoebe" Harless, Commissioner

AYE

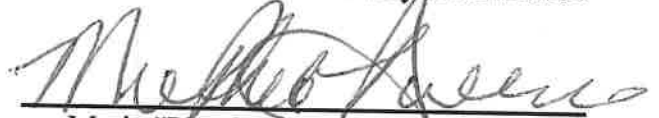
Kimberly Blair, Commissioner

AYE

WHEREUPON, Josh Stowers, President declared said Motion duly adopted, and it is therefore Adjudged and Ordered that said Motion be, and the same is hereby adopted.



Josh Stowers, President
Lincoln County Commission



Maria "Phoebe" Harless, Commissioner
Lincoln County Commission



Kimberly Blair, Commissioner
Lincoln County Commission

At the Regular Session of the Lincoln County Commission of Lincoln County, West Virginia, held in room 108 of the Lincoln County Courthouse, thereof, on the 4th day of January, 2018, the following Order was made and entered:

SUBJECT: To reappoint Alfred Abshire to Branchland Midkiff PSD Board for a term of January 1, 2018-December 30, 2023

The following Motion was offered by: KK Matthews, Commissioner

To reappoint Alfred Abshire to Branchland Midkiff PSD Board for a term of January 1, 2018-December 30, 2023

**Motion By: KK Matthews, Commissioner and
Duly Seconded By: Maria "Phoebe" Harless, Commissioner**

The vote thereon was as
Follows:

Charles N. Vance, President	AYE
Maria "Phoebe" Harless, Commissioner	AYE
KK Matthews, Commissioner	AYE

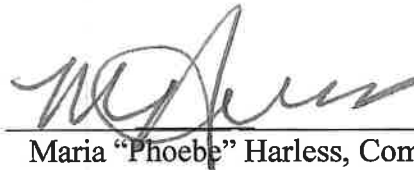
WHEREUPON, Charles N. Vance, President declared said Motion duly adopted, and it is therefore Adjudged and Ordered that said Motion be, and the same is hereby adopted.



Charles N. Vance, President
Lincoln County Commission



KK Matthews, Commissioner
Lincoln County Commission



Maria "Phoebe" Harless, Commissioner
Lincoln County Commission

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To accept the resignation of Zach Sowards effective December 17, 2017 as submitted by Gary Linville, Sheriff
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To approve the state budget revision as submitted by Mary Napier, CAO
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To accept the resignation of Deputy Anthony Adkins effective December 14, 2017
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To reappoint Alfred Abshire to Branchland Midkiff PSD Board for a term of January 1, 2018-December 30, 2023
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To approve 18 hours of overtime paid for out of Gary Linville’s budget for Captain Harvey Scites for mental hygiene and service of process as requested by Gary Linville, Sheriff
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To approve to advertise for Kenny Pennington’s expiring term on the Pleasant View Public Service District
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

X. OPEN DISCUSSION

KK Matthews – He wanted to commend Hoss Farley (Harts Community Center) and the McCorkle Community Center for taken over and paying all their utility bills. They both have done a great job.

Phoebe Harless – We just accepted 2 people’s resignation letters from the Sheriff’s office. We need to know when the dates are for testing.

Charles Vance – He wanted to thank the other 2 Commissioners for having the faith in him to get us through another year. He wanted to thank Josh Stowers for coming down and voicing his concerns about the Hobet project.

XI. ADJOURNMENT

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**
 To adjourn this session of the Lincoln County Commission at the time of **7:06 p.m.**, until **February 1, 2018, at 6:00 p.m.**
 Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

**AGENDA/Minutes
LINCOLN COUNTY COMMISSION
January 4, 2018 at 6:00 p.m.**

The Lincoln County Commission, Regular Session on January 4, 2018, at 6:00 p.m. in room 108 of the Lincoln County Courthouse

PLEDGE OF ALLEGIANCE

I. CALL TO ORDER

The meeting was called to Order by: Charles Vance, President

MEMBERS

PRESENT

Direl Baker, County Clerk

X

Charles Vance, President

X

Phoebe Harless, Commissioner

X

KK Matthews, Commissioner

X

II. APPROVAL OF MINUTES

Motion By: Maria "Phoebe" Harless Second By: KK Matthews

To approve the minutes of the regular session of the Lincoln County Commission Meeting that was held on December 7, 2017, at 6:00 p.m.

Vote: Harless Yes Vance Yes Matthews Yes

Motion By: Maria "Phoebe" Harless Second By: KK Matthews

To approve the minutes of the special session of the Lincoln County Commission Meeting that was held on December 21 2017, at 9:00 a.m.

Vote: Harless Yes Vance Yes Matthews Yes

III. APPOINTMENT OF PRESIDENT OF LINCOLN COUNTY COMMISSION

Motion By: KK Matthews Second By: Maria "Phoebe" Harless

To appoint Dr. Charles N. Vance as President of the Lincoln County Commission for the calendar year 2018

Vote: Harless Yes Vance Yes Matthews Yes

IV. SET DATES AND TIME OF LINCOLN COUNTY COMMISSION MEETINGS FOR THE 2018 CALENDAR YEAR

Motion By: KK Matthews Second By: Maria "Phoebe" Harless

To set the regular schedule meetings on the 1st Thursday of each month at 6:00 p.m. for the calendar year 2018

Vote: Harless Yes Vance Yes Matthews Yes

V. SET HOLIDAYS FOR THE LINCOLN COUNTY COURTHOUSE FOR THE CALENDAR YEAR 2018

- New Year's Day (Monday, January 1, 2018)
- Martin Luther King Day (Third Monday in January) (January 15, 2018)

- President's Day (Third Monday in February) (**February 19, 2018**)
- Election Day (**May 8, 2018**)
- Memorial Day (Last Monday in May) (**May 28, 2018**)
- West Virginia Day (**June 20, 2018**)
- Independence Day (**July 4, 2018**)
- Labor Day (First Monday in September) (**September 3, 2018**)
- Columbus Day (Second Monday in October) (**October 8, 2018**)
- Election Day (**November 6, 2018**)
- Veterans Day (**November 12, 2018 observed**)
- Thanksgiving (**Thursday, November 22, 2018 and Friday November 23, 2018**)
- Christmas Day (December 25) (**December 25, 2018**)

Including any Governor's proclamations that are adding days as state holidays

Motion By: **KK Matthews**

Second By: **Maria "Phoebe" Harless**

To set the holidays for the Lincoln County Courthouse as listed, including any Governor's proclamations adding days as state holidays.

- New Year's Day (**Monday, January 1, 2018**)
- Martin Luther King Day (Third Monday in January) (**January 15, 2018**)
- President's Day (Third Monday in February) (**February 19, 2018**)
- Election Day (**May 8, 2018**)
- Memorial Day (Last Monday in May) (**May 28, 2018**)
- West Virginia Day (**June 20, 2018**)
- Independence Day (**July 4, 2018**)
- Labor Day (First Monday in September) (**September 3, 2018**)
- Columbus Day (Second Monday in October) (**October 8, 2018**)
- Election Day (**November 6, 2018**)
- Veterans Day (**November 12, 2018 observed**)
- Thanksgiving (**Thursday, November 22, 2018 and Friday November 23, 2018**)
- Christmas Day (December 25) (**December 25, 2018**)

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

VI. PUBLIC COMMENT

Josh Stowers – Wanted to come and talk about the scope of the roadwork that the Governor has now changed. 56 million was allocated to this project for a 206 mile road. Now they are trying to change the scope of the bond. He hopes this is something the Commission will remain diligent with, ask questions and try to get answers.

VII. DISCUSSION OF CONCERN/POSSIBLE ACTION

List of Commissioners' seats on the boards and committees

List of Commissioners' seats on the boards and committees

Tri-River – Charles McCann **

Parks and Recreation - Phoebe Harless

Farmland Protection - Phoebe Harless

Lincoln EDA – Charles Vance

WV Workforce – Phoebe Harless

Corridor G. Authority Board – Charles Vance

Community Corrections Board - Charles Vance

Region 2 – Phoebe Harless

Public Defender – KK Matthews

4-H – KK Matthews

Camp Lake View – KK Matthews

WVU Extension – KK Matthews

Motion By: **Maria “Phoebe” Harless** Second By: **KK Matthews**

To approve for each Commissioner to remain on the same board as last year.

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Delegate Zach Maynard and Delegate Jeff Eldridge have secured \$8,000.00 from the house and \$4,000.00 from the Governor's office. They need the Commission to commit \$1,000.00 for the complete project for the Town of West Hamlin sewer pumps repair and replacement project.

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**

To approve to give the Town of West Hamlin \$1,000.00 for the sewer pumps repair and replacement project

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Ric MacDowell and Loren Smith Farmland Protection Board - The Farmland Protection Board was designed to protect property for farming. Glenn Stickler down lower mud river has agreed to put 257 Acres into a Farmland Easement. The market value before Conservation Easement \$616,800.00—Market Value of Conservation Easement \$308,400.00. Therefore, the Farmland Board's offer is \$154,200.00

Motion By: **KK Matthews** Second By: **Maria “Phoebe” Harless**

To approve to endorse the Farmland Protection board's decision and offer for Glen Stickler's 257 acres down Lower Mud River.

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Hoss Farley Harts Community Center – The Harts Community Center Board requested financial help with funding due to three heating units not working and need repaired.

Motion By: **KK Matthews** Second By: **Charles N. Vance**

To approve to give the Harts Community Center \$2,000.00 to help fix the three heating units

Vote: Harless **No** Vance **Yes** Matthews **Yes**

Steven Frye Region 2 drawdown request

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the West Virginia CDBG Small Cities Block Grant Program Grantee Debarment Review Certification for the Lower Mud River water Project and give Charles Vance, President authorization to sign the document

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the Drawdown request #6 in the amount of \$3,658.21 for the Lower Mud River water Project Phase 1 and give Charles Vance, President authorization to sign the documents

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Hobet Project - Nothing more to say.

Eddie Lawson with the Big Game Hunters Association of WV – wanted a letter of support for Legislation to designate roads and trails, ATV accessible on the Wildlife Management Areas across the state of West Virginia. Charles Vance wants to research a little more and put this on the February 1st meeting agenda to discuss.

VIII. UNFINISHED BUSINESS/POSSIBLE ACTION

Election Center update – Estimate for the Election Center materials and labor \$24,000.00

Motion By: **Maria "Phoebe" Harless** Second By: **KK Matthews**

To accept the estimate and move forward with the renovation to the Election Center in the annex

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

IX. NEW BUSINESS

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the bills as submitted for payment

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the Appointments, Wills and Settlements as submitted by Dirl Baker, County Clerk

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the Exoneration Orders as submitted by Guy Browning, Assessor

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

Motion By: **KK Matthews** Second By: **Maria "Phoebe" Harless**

To approve the Wills done in vacation of the Lincoln County Commission as submitted by Dirl Baker, Clerk

Vote: Harless **Yes** Vance **Yes** Matthews **Yes**

At the Regular Session for the Lincoln County Commission, of Lincoln County, West Virginia, held in the election center, on the 5th day of January 2023, the following Order was made and entered:

SUBJECT: To approve Wayne Pesimer on the Branchland Midkiff PSD board effective 1/1/23

The following Motion was offered by Kimberly Blair, Commissioner

To approve Wayne Pesimer on the Branchland Midkiff PSD board effective 1/1/23 *5 yr*
Dec 27

Motion By: Kimberly Blair, Commissioner

and Duly Seconded By: Maria "Phoebe" Harless, Commissioner

The vote thereon was as

Follows:

Josh Stowers, President

AYE

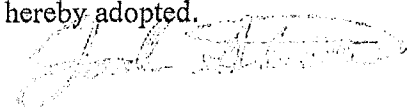
Maria "Phoebe" Harless, Commissioner

AYE

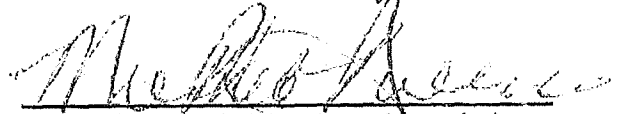
Kimberly Blair, Commissioner

AYE

WHEREUPON, Josh Stowers, President declared said Motion duly adopted, and it is therefore Adjudged and Ordered that said Motion be, and the same is hereby adopted.



Josh Stowers, President
Lincoln County Commission



Maria "Phoebe" Harless, Commissioner
Lincoln County Commission



Kimberly Blair, Commissioner
Lincoln County Commission

At the Regular Session for the Lincoln County Commission, of Lincoln County, West Virginia, held in the election center, on the 3rd day of November 2022, the following Order was made and entered:

SUBJECT: To approve Stacy Ferguson to fill the unexpired term on the Branchland Midkff PSD effective immediately

11/30/22 - 2027

The following Motion was offered by Maria "Phoebe" Harless, Commissioner
To approve Stacy Ferguson to fill the unexpired term on the Branchland Midkff PSD effective immediately

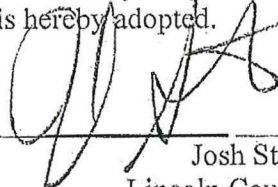
Motion By: Maria "Phoebe" Harless, Commissioner
and Duly Seconded By: Charles N. Vance, Commissioner

The vote thereon was as

Follows:

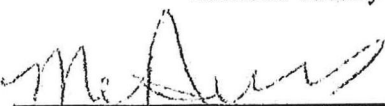
Josh Stowers, President	AYE
Charles N. Vance, Commissioner	AYE
Maria "Phoebe" Harless, Commissioner	AYE

WHEREUPON, Josh Stowers, President declared said Motion duly adopted, and it is therefore Adjudged and Ordered that said Motion be, and the same is hereby adopted.



Josh Stowers, President
Lincoln County Commission

Charles N. Vance, Commissioner
Lincoln County Commission



Maria "Phoebe" Harless, Commissioner
Lincoln County Commission

OATH OF OFFICE

STATE OF WEST VIRGINIA

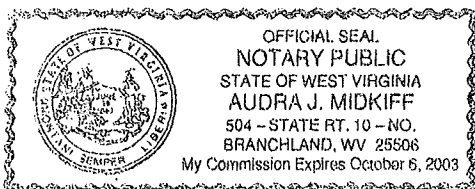
COUNTY OF LINCOLN, TO WIT:

I, Alfred Abshire, Jr., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Commissioner of Branchland-Midkiff Public Service District for Lincoln County, West Virginia to the best of my skill and judgment, So Help Me God.

Alfred Abshire Jr
Affiant

Taken, subscribed and sworn to before the undersigned authority this the 8 day of Jan., 1996.

My commission expires October 6, 2003.



Audra J. Midkiff
Notary Public or Clerk

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, TO WIT:

I, Wayne Pesimer, do solemnly swear that I will support
the Constitution of the United States and the Constitution of the State of West Virginia,
and that I will faithfully discharge the duties as Board of Director of the Branchland-
Midkiff Public Service District of Lincoln, and the State of West Virginia to the best of my
skill and judgement, So Help
Me God.


Wayne Pesimer

Taken, subscribed and sworn to before the undersigned authority on the 21st day
of JANUARY, 2011


Notary Public

Admitted to Record 12-12-11

RECORDED IN Cert of Oath

No. 1

at Page 271

Donald C Whitten, Clerk
Lincoln County Commission
Kyro J. Turner Deputy

OATH OF OFFICE

State of west Virginia

County of Lincoln, to wit:

I Stacie Ferguson, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as Board of Director of the Branchland-Midkiff public Service District of Lincoln, and the State of West Virginia to the best of my skill and judgement, So Help Me God.

Stacie Ferguson
Stacie Ferguson

Taken, subscribed and sworn to before the undersigned authority on the 26 day of July, 2023



Kristy Scraggs
Notary Public

A TRUE COPY
TESTE Kristy Scraggs

RULES OF PROCEDURE

BRANCHLAND MIDKIFF PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: BRANCHLAND MIDKIFF PUBLIC SERVICE DISTRICT.

Section 2. The principal office of Branchland Midkiff Public Service District (the "District") will be located at Route 10, Lincoln County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Branchland Midkiff 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 Lincoln County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the 2nd Monday of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the 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 special 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

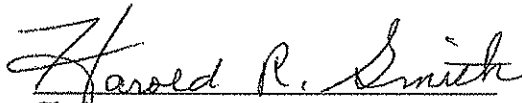
AMENDMENTS TO RULES OF PROCEDURE

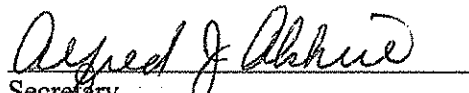
These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; 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 9th day of April, 2007.


Chairman


Secretary

04.04.07
260730.00002

CH885354.1

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT MONTHLY MEETING

January 9, 2023

PRESENT: Alfred Abshire (chairman) Wayne Pesimer (secretary),
Stacie Ferguson (treasurer) Mechelle Beaty, Savannah Vance, JR
Nelson, Gene Taylor, Ron Baker from Ranger Bottom

Chairman Alfred Abshire called the meeting to order at 5:00 p.m.

Reading of the minutes from the December 12, 2022 meeting.

	<u>Approved</u>	<u>Disapproved</u>
Alfred Abshire	<u>AA</u>	_____
Stacie Ferguson	<u>Stacie</u>	_____
Wayne Pesimer	<u>Wayne</u>	_____

2023-01– Election of Board Member Position

1. Stacie Ferguson made a motion to appoint
Alfred Abshire for Chairman of PSD Board.
Wayne Pesimer second the motion. All approved
2. Alfred Abshire made a motion to appoint
Wayne Pesimer for secretary of PSD Board.
Stacie Ferguson second the motion. All approved.
3. Wayne Pesimer made a motion to appoint
Stacie Ferguson for treasurer of PSD Board.
Alfred Abshire second the motion. All approved.

Minutes
Nov. 2022 - Dec 2022

Dec. 2022 - Dec 2023

Jan. 2023 - Dec 2027

Branchland-Midkiff Public Service District
Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION OF
BOND RESOLUTION, SUPPLEMENTAL RESOLUTION,
DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned Secretary of the Public Service Board of the Branchland-Midkiff 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 the Branchland-Midkiff Public Service District met in regular session, pursuant to notice duly given, on the 24th day of July, 2023, at Branchland, West Virginia, at the hour of 4:00 p.m.

PRESENT: Alfred Abshire, Board Member
Wayne Pesimer, Board Member
Stacie Ferguson, Board Member
John Stump, Steptoe & Johnson

Alfred Abshire, acted as Chairman, and presided, and announced that a quorum of members was present and that the meeting was open for any business properly before it.

BOND RESOLUTION

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 SYSTEM OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2023 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Stacie Ferguson and seconded by Wayne Pesimer, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

SUPPLEMENTAL RESOLUTION

Next, the Chairman presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2023 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Wayne Pesimer and seconded by Stacie Ferguson, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

DRAW RESOLUTION

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Stacie Ferguson and seconded by Wayne Pesimer it was unanimously ordered that the said Draw Resolution be adopted.

SWEEP RESOLUTION

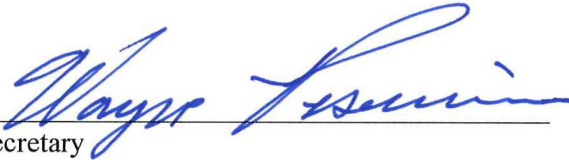
Next, the Chairman presented a proposed Sweep Resolution for the automatic payments to the Municipal Bond Commission. Thereupon, on motion duly made by Wayne Pesimer and seconded by Stacie Ferguson, it was unanimously ordered that the said Sweep Resolution be adopted.

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Branchland-Midkiff Service District and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

Dated: August 2, 2023.


Secretary

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT

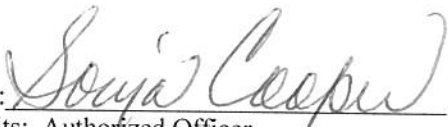
Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

City National Bank, West Hamlin, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Branchland-Midkiff Public Service District (the "Issuer") adopted July 24, 2023, and the Supplemental Resolution of the Issuer adopted July 24, 2023 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), dated August 2, 2023, issued in the principal amount of \$600,000 (the "Series 2023 A Bonds"), and agrees to serve as Depository Bank in connection with the Series 2023 A Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 2nd day of August, 2023.

CITY NATIONAL BANK

By: 
Its: Authorized Officer

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

350 CAPITOL STREET, ROOM 313

Telephone (304) 558-2981

CHARLESTON, WV 25301-3713

PERMIT

(Water)

PROJECT: Branchland West and Branchland East Tanks

PERMIT NO.: 20,385

LOCATION: Branchland

COUNTY: Lincoln

DATE: 7-30-2019

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Branchland Midkiff PSD
3670 McClellan Highway
Branchland, WV 25506**

is hereby granted approval to install approximately 1,500 LF of 6" water line; one (1) 151,000 gallon water storage tank with hydrodynamic mixing (Branchland West); replace the existing Branchland East 153,000 gallon tank with a new 151,000 gallon tank with hydrodynamic mixing; and all necessary valves and appurtenances.

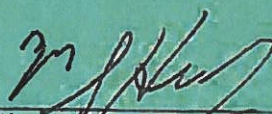
Facilities will increase the Branchland-Midkiff PSD's water storage capacity by 151,000 gallons, allow the two (2) new tanks to float with one another and provide the ability to be served by either or both the Branchland-Midkiff PSD or Lavalette PSD.

NOTE: This permit is contingent upon 1) All new water line and tanks being disinfected, flushed, and bacteriologically tested prior to use; and 2) Enclosing the new tanks with a minimum six (6) feet high fence with lockable gates.

The Environmental Engineering Division of the OEHS St. Albans District Office, (304) 722-0611, 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. Water permits become null & void if no construction is started four (4) years after the permit date of issuance.

FOR THE DIRECTOR,


William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:hc

pc: ✓ E. L. Robinson Engineering
Jim Weimer, PE, PSC
Lincoln County Health Department
OEHS-EED St. Albans District Office

EW-100

06/2010

Office Use Only

Date Received 7-25-19
Date Approved 7-29-19
Approved by KBH
Permit Number 20,385

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Public Health
Office of Environmental Health Services
350 Capitol Street, Room 313
Charleston, WV 25301-3713
Phone: 304-558-2981 Fax: 304-558-0691

**PUBLIC WATER SUPPLY SYSTEM APPLICATION
FOR A PERMIT TO CONSTRUCT, ALTER, OR RENOVATE**
(Please Prepare in 4 Copies)

APPLICANT: Branchland-Midkiff Public Service District

STREET OR PO BOX: 3670 McClellan Hwy

CITY: Branchland STATE: WV ZIP: 25506

TELEPHONE: (304) 778-7711 E-MAIL: bmpsdservice@yahoo.com

ENGINEERING FIRM: E.L. Robinson Engineering Co.

STREET OR PO BOX 5088 Washington St, W TELEPHONE: (304)776-7473

CITY: Charleston STATE: WV ZIP: 25313

TELEPHONE: (304) 776-7473 E-MAIL: rroberts@elrobinson.com

IN ACCORDANCE WITH TITLE 64, SERIES 3, PUBLIC WATER SUPPLY REGULATIONS OF THE WEST VIRGINIA DIVISION OF HEALTH, WE HEREBY MAKE APPLICATION TO CONSTRUCT, ALTER, OR RENOVATE AS FOLLOWS:

Construct waterline to a new water tank west of Branchland, remove and construct a new water tank in the existing location east of Branchland.

Robert Roberts
Signature of Applicant or Authorized Agent

7/16/19
Date

NOTE: A \$300 application fee must accompany a permit application (\$150 application fee for a water well permit application). Make check or money order payable to "West Virginia Department of Health and Human Resources". Cash not accepted. Permit applications which include both water and sewer systems require only a single \$300 fee.

EG-5
06/2010

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Public Health
Office of Environmental Health Services
Environmental Engineering Division
350 Capitol Street, Room 313
Charleston, WV 25301-3713
Phone: 304-558-2981 Fax: 304-558-0691

WATER SYSTEM DESIGN INFORMATION AND DATA SHEET

Complete all portions of the Design Data Sheet applicable to the project. Omission of required information will result in the application being denied. When both sewer system and water system are to be constructed, Design Data Sheets for both sewage and water must be completed and attached to the application.

Applicant Branchland-Midkiff Public Service District
Project Location Branchland, West Virginia
County Lincoln
Number of customers 1,151 or Estimated population or population equivalent served _____
Number of home sites 1,109 Number of mobile home sites _____
Estimated peak flow 555 gpm
Minimum consumer pressure (static/residual) 30 / 23 psi
Source of Supply: Branchland-Midkiff Public Service District
(name of utility)
Municipal _____ Public Service District ☒ Private Well _____
Other _____
(specify)
Pressure at connection to public supply (static/residual) 81 / 77 psi
Capacity of well, if applicable _____ gpm
Type of system Gravity ☒ Hydropneumatic _____
Other _____
(specify)
Length of water lines of each size 1,500 LF 6" PVC C900

YES	NO	
_____	☒	Details of well construction attached
_____	☒	Fire hydrants to be installed (hydraulic calculations <u>must</u> be included)
☒	_____	Storage tank required Size of tank <u>151,000</u> gallons
_____	_____	Elevation of top and bottom of storage tank <u>839.51</u> / <u>806.50</u>
_____	☒	Booster station required Size of station _____ gpm
_____	☒	Pressure reducing station required
_____	☒	Details of water treatment equipment (if applicable)
_____	☒	Chlorination Contact time _____ minutes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bill Bailey Insurance Agency 701 Highland Avenue P. O. Box 246 Williamstown WV 26187	CONTACT NAME: Jason Swiger PHONE (A/C, No, Ext): (304) 375-4900 E-MAIL ADDRESS: jswiger@bb-ins.com FAX (A/C, No): (304) 375-5843
INSURED Branchland-Midkiff PSD 3670 McClellan Hwy Branchland WV 25506	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

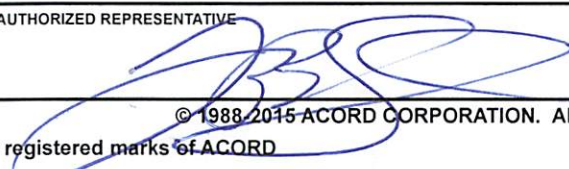
COVERAGES**CERTIFICATE NUMBER:** CL22113009844**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GPNU-PF-0022686-02	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 employers liability \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			GPNU-PF-0022686-02	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED \$ RETENTION \$			GPNU-PF-0022686-02	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Infrastructure and Jobs Development Council 1009 Bullitt St Charleston WV 25301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GRANT AGREEMENT
(2018W-1734)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), at the direction of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT (the "Governmental Agency").

R E C I T A L S

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$600,000 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

T E R M S

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority. Unless agreed to by the Council prior to the commencement of construction, the Grant shall be the last dollars expended on the Project.

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 Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit B, unless the Council and Authority are provided replacement instructions in writing.

6. 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.

7. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

8. 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.

9. The Governmental Agency has provided the Authority and Council the verification required by Chapter 12, Article 4, Section 14 of the West Virginia Code (the "Reporting Act"). The Governmental Agency shall and hereby agrees and covenants to comply with the audit and/or agreed upon procedure requirement of the Reporting Act, Legislative Rule Title 148, Section 18 and State Auditor and Chief Inspector guidance. The Governmental Agency shall and agrees to file with the Authority and Council the reports and sworn statements required by Subsection (c) of the Reporting Act within two years of the end of each fiscal year in which disbursements are made under this Grant. The reports shall be made by an independent certified public accountant at the sole cost of the Governmental Agency. NOTICE: The Authority is required to report the failure to timely file the reports and sworn statement of expenditures to the West Virginia State Auditor. The Authority shall maintain copies of the reports and sworn statements and shall make them available for public inspection.

10. The verification form attached as Exhibit C must be completed and returned to the Authority prior to the closing of the Grant.

11. The Governmental Agency and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity as defined in the Reporting Act, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

12. The Authority, the Council and the Governmental Agency shall comply with the conflicts of interest rules adopted by the West Virginia State Auditor.

13. This Grant Agreement will expire on August 1, 2025 (the "Expiration Date"), unless extended at the direction of Council.

14. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

15. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[Remainder of page intentionally left blank]

IC-2
(06/23)

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.

BRANCHLAND-MIDKIFF PUBLIC
SERVICE DISTRICT

By: 
Its: Chairman
Date: August 2, 2023

(SEAL)

Attest:


Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: August 2, 2023

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

**Project Description
(IJDC 2018W-1734)**

The Project consists of the acquisition and construction of east water storage tank replacement and installation of a new west water storage tank, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-
Location: Branchland area of Lincoln County

Governmental Agency:	Branchland-Midkiff Public Service District
Address:	3670 McClellan Highway, Branchland, WV 25506
Grant Amount:	Up to \$600,000
Fiscal Year:	July 1 – June 30
FEIN:	55-0583809

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

**BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
2018W-1734**

Payor:	West Virginia Infrastructure & Jobs Development Council
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Branchland-Midkiff Public Service District 3670 McClellan Highway, Branchland, WV 25506
Contact Name:	_____
Telephone:	(304) _____
Bank Name:	City National Bank
Bank Street Address:	6888 McClellan Street, West Hamlin, WV 25571
Bank Contact:	_____
Telephone:	(304) _____
ABA:	051904524
Account #:	9013607826
Account Name:	Storage Tank Replacement Project

Exhibit C

STATE GRANT AWARD
VERIFICATION
(WVIJDC # 2018W-1734)

Alfred Abshire Under penalty of law for false swearing (WV Code §61-5-3), the undersigned, an authorized representative of the Branchland-Midkiff Public Service District, certifies that by signing this sworn statement, the Branchland-Midkiff Public Service District and all related parties have filed all reports and sworn statements of expenditure for state grants received as required by West Virginia Code Chapter 12, Article 4, Section 14.

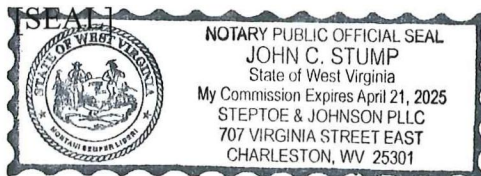
Witness my signature this 24th day of July, 2023.

By: Alfred Abshire
Print Name Alfred Abshire
Print Title Chairman

STATE OF WEST VIRGINIA
COUNTY OF Licolen

The foregoing instrument was subscribed and sworn to me by Alfred Abshire
on this 24th day of July, 2023.

My commission expires: April 21, 2025



[Signature]
NOTARY PUBLIC

Notice of Subaward

Subrecipient Name: Branchland-Midkiff Public Service District	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's Unique Entity Identifier: JA7JGLMJLUF6	Federal Award Date:
Federal Award Identification Number (FAIN):	Name of Pass-Through Entity: State of West Virginia
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity:
Program Name:	Subaward Period of Performance:
Total Amount of Federal Funds Obligated by this Agreement:	Total Amount of Federal Funds obligated to the Subrecipient:
Federal Award Project Description: Coronavirus State and Local Fiscal Recovery Fund	
Approved Budget Categories:	
Is the award for Research and Development (R&D)? No	Subrecipient's Indirect Cost Rate for federal award:
Terms & Conditions: See attached Economic Enhancement Grant Agreement	
Incorporated Documents: 1. Notice of Subaward 2. West Virginia Water Development Authority Economic Enhancement Grant Agreement 3. Exhibit A – Project Description 4. Exhibit B – State Grant Award Verification	

**WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT
(IJDC # 2018W-1734 / UEI # JA7JGLMJLUF6)**

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the “Authority”) and the BRANCKLAND-MIDKIFF PUBLIC SERVICE DISTRICT (the “Grantee”).

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the “EEG Fund”) and the Legislature has appropriated funds to the EEG Fund from certain American Rescue Plan Act (“ARPA”) funds received by the State of West Virginia (“HB217”);

WHEREAS, the West Virginia Water Development Board (the “Board”) has reviewed the application of the Grantee and has authorized the Authority to make a bid overrun grant to the Grantee in the amount not to exceed \$239,705 (the “Grant”), for the purposes of acquiring, constructing and/or equipping the east water storage tank replacement and installation of a new west water storage tank (the “Project”) at total estimated cost of \$1,439,705, and which will also be funded by a West Virginia Infrastructure and Jobs Development Council loan in the amount of \$600,000 and grant from the West Virginia Infrastructure and Jobs Development Council not to exceed \$600,000;

WHEREAS, the Grantee is either a governmental entity or a non-for-profit entity;

WHEREAS, the Grantee 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; and

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee’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 Grantee hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Authority shall advance its share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred (with detailed invoices showing actual expenditures), which requisition must be satisfactory to the Authority. The Authority shall pay for any costs that are incurred from the beginning date set forth on Exhibit A (the “Beginning Date”), to the expiration date set forth on

Exhibit A (the "Expiration Date"), of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and timely performance of the scope of the Project and are eligible costs for the EEG Fund. The Authority shall review and approve such requests and any costs preceding the date hereof must be included in the first draw. All requests for payments under this Grant Agreement shall be submitted in detail sufficient for a program pre-audit and post-audit thereof.

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 Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A. If all or part of the buildings comprising the Project are sold, the Grantee shall reimburse the Authority the amount of the Grant. The amount of repayment may be reduced by the applicable share of accumulated depreciation of the Project as determined by the Authority.

5. The Authority shall pay the approved requisition amount using the State's OASIS system.

6. The Grantee acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. The Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. The Grantee will comply with the requirements of Chapter 12, Article 4, Section 14 of the West Virginia Code (the "Reporting Act"). The Grantee shall and hereby agrees and covenants to comply with the audit and/or agreed upon procedure requirement of the Reporting Act, Legislative Rule Title 148, Section 18 and State Auditor and Chief Inspector guidance. The Grantee shall and agrees to file with the Authority the reports and sworn statements required by Subsection (c) of the Reporting Act within two years of the end of each fiscal year in which disbursements are made under this Grant. The reports shall be made by an independent certified public accountant at the sole cost of the Grantee. NOTICE: The Authority is required to report the failure to timely file the reports and sworn statement of expenditures to the West Virginia State Auditor. The Authority shall maintain copies of the reports and sworn statements and shall make them available for public inspection. FAILURE TO PROVIDE ANNUAL AUDITS BY MARCH 29TH OF THE FOLLOWING FISCAL YEAR END SHALL BE DEEMED A DEFAULT HEREUNDER AND THE AUTHORITY MAY CEASE MAKING ANY GRANT PAYMENTS AT THAT TIME.

9. The verification form attached as Exhibit B must be completed and returned to the Authority prior to the closing of the Grant as required by Subsection (e)(2) of the Reporting Act.

10. The Grantee and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity as defined in the Reporting Act, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

11. The Authority and the Grantee shall comply with the conflicts of interest rules adopted by the West Virginia State Auditor.

12. The Grantee shall comply with applicable ARPA assistance regulations (2 CFR Part 200). All procurements conducted with Grant funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.

13. The Grantee agrees to comply with all applicable Federal and State laws and requirements, including 2 CFR Part 200. The Grantee agrees to allow the Authority, the State of West Virginia, the U.S. Treasury and their respective auditors access to all records and financial statements relating to the Grant.

14. The Grantee shall comply with the internal control requirements specified at 2 CFR § 200.303 and will comply with 2 CFR Part 200, Subpart F, Audit Requirements. In the event the Grantee expends \$750,000 or more in Federal awards in a fiscal year, the Grantee must have a single audit or grant specific audit conducted within nine (9) months of the preceding June 30, in accordance with the provisions of 2 CFR Part 200. Upon completion of the audit required hereby, the Grantee shall promptly transmit a copy of the audit to the Authority (not later than the respective March 30).

15. This Grant Agreement will cover all Costs incurred for the Project commencing on the Beginning Date, to and including the Expiration Date, unless extended at the direction of the Board (the "Grant Period").

16. The Authority will close out this Grant Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the Board, within thirty (30) calendar days after the Expiration Date, the Grantee must submit any outstanding reports, including a final project report. Within thirty (30) calendar days after receipt of all outstanding reports, the Authority will make upward or downward adjustments to the allowable costs, and then make prompt payments to the Grantee for remaining allowable costs. The close out of this Grant Agreement does not affect any of the following:

- a. The right of the Authority to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions; or
- c. The Grantee's obligations regarding audits and records retention.

17. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

18. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[Remainder of page intentionally left blank]

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.

BRANCHLAND-MIDKIFF PUBLIC
SERVICE DISTRICT

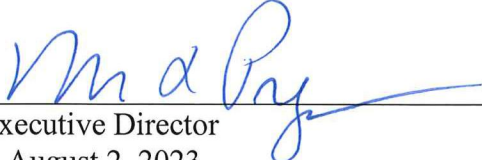
By: 
Its: Chairman
Date: August 2, 2023

(SEAL)

Attest:


Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: August 2, 2023

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description
(IJDC # 2018W-1734 / UEI # JA7JGLMJLUF6)

The Project consists of the acquisition and construction of east water storage tank replacement and installation of a new west water storage tank, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-

Location: Branchland area of Lincoln County

Grantee:	Branchland-Midkiff Public Service District
Address:	3670 McClellan Highway, Branchland, WV 25506
Grant Amount:	Up to \$239,705
Fiscal Year:	July 1 – June 30
FEIN:	55-0583809

Beginning Date: August 2, 2023

Expiration Date: August 1, 2025

Special Condition – The \$239,705 bid overrun grant shall only be used for the specific items approved by the Authority and that are ARPA eligible.

Exhibit B

**STATE GRANT AWARD
VERIFICATION
(IJDC # 2018W-1734 / UEI # JA7JGLMJLUF6)**

Alfred Abshire Under penalty of law for false swearing (WV Code §61-5-3), the undersigned, an authorized representative of the Branchland-Midkiff Public Service District, certifies that by signing this sworn statement, the Branchland-Midkiff Public Service District and all related parties have filed all reports and sworn statements of expenditure for state grants received as required by West Virginia Code Chapter 12, Article 4, Section 14(e)(2).

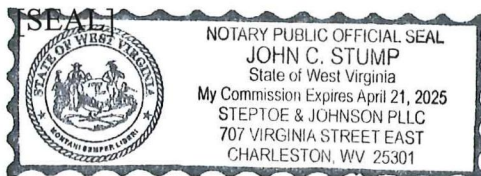
Witness my signature this 24th day of July, 2023.

By: Alfred Abshire
Print Name Alfred Abshire
Print Title Chairman

STATE OF WEST VIRGINIA
COUNTY OF Lincoln

The foregoing instrument was subscribed and sworn to me by Alfred Abshire
on this 24th day of July, 2023.

My commission expires: April 21, 2025



John C. Stump
NOTARY PUBLIC



**STEPTOE &
JOHNSON**
P L L C
ATTORNEYS AT LAW

Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 933-8704 Fax
www.steptoeh-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: August 2, 2023

**Re: Branchland-Midkiff Public Service District
 Water Revenue Bonds, Series 2023 A
 (West Virginia Infrastructure Fund)**

IJDC# 2018W-1734

DISBURSEMENTS TO BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT

Payor: West Virginia Infrastructure and Jobs Development Council
Amount: \$149,201.09
Form: Wire Transfer
Payee: Branchland-Midkiff Public Service District
 3670 McClellan Highway, Branchland, WV 25506
Bank: City National Bank
 6888 McClellan Street, West Hamlin, WV 25571
ABA #: 051904524
Account #: 9013607826
Contact: Rebecca Hill, 304.824.7225
Account: Storage Tank Replacement Project

260730.00006



WEST VIRGINIA
Water Development Authority

August 2, 2023

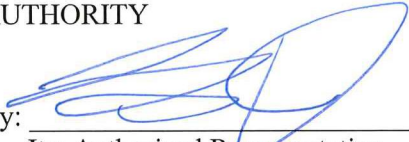
Branchland-Midkiff Public Service District
Water Revenue Bonds, Series 2023 A
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative for the West Virginia Water Development Authority, the present Holder of the Prior Bonds, hereinafter defined and described, in reliance upon the certificate of Griffith and Associates, independent certified public accountants, and Steptoe & Johnson PLLC, bond counsel, that the Issuer has met the coverage and parity requirements of the Prior Bonds, hereby consents to the issuance of the Water Revenue Bonds, Series 2023 A (West Virginia Infrastructure Fund), issued in the original aggregate principal amount of \$600,000 (the "Series 2023 A Bonds") by Branchland-Midkiff Public Service District (the "Issuer"), under the terms of the resolutions authorizing the Series 2023 A Bonds on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's:

- (i) Water Revenue Bonds, Series 1998 (West Virginia Infrastructure Fund), dated July 29, 1998, issued in the original aggregate principal amount of \$1,280,000 (the "Series 1998 Bonds");
- (ii) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated June 26, 2009, issued in the original aggregate principal amount of \$4,100,000 (the "Series 2009 A Bonds"); and
- (iii) Water Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 22, 2011, issued in the original aggregate principal amount of \$1,247,000 (the "Series 2011 A Bonds") (collectively, the "Prior Bonds").

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: 

Its: Authorized Representative

260730.00006