

**REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION**

**Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)**

BOND TRANSCRIPT

Bond Ordinance

**REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION**

ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE ISSUER OF NOT MORE THAN \$250,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 7, Article 12 and Chapter 31, Article 15 A of the West Virginia Code of 1931, as amended (the "Act" or the "Bond Act"), and other applicable provisions of law.

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

A. The Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer") is a public corporation with perpetual existence and a county development authority within the meaning of the Act, duly created pursuant to an order enacted by The County Commission of Kanawha County (the "County Commission") on May 31, 1967.

B. The Issuer presently owns and operates a public waterworks system. However, the County Commission has requested and it is deemed necessary and desirable for the health and welfare of the inhabitants of Kanawha County that there be acquired and constructed additions and betterments to the public waterworks system of the Issuer, consisting of the acquisition, construction and equipping of two alternate main line extensions of water service and other associated facilities in the Upper Fisher Branch and Guthrie areas of Kanawha County, together with all appurtenant facilities (collectively, the "Project" or the "Series 2009 B Facilities").

C. The Issuer and the County Commission have determined that the Series 2009 B Facilities should be operated, maintained, repaired and replaced by West Virginia-American Water Company, a West Virginia corporation (the "Company"), pursuant to the terms of an Agreement by and between the Issuer and the Company, dated as of January 6, 2000, as the same may be amended from time to time (the "2000 A O & M Agreement").

D. The County Commission, with the assistance of the Company, has provided the Issuer with plans and specifications for the acquisition, construction and equipping of the Project, which plans and specifications have been prepared by the Company as Consulting Engineers and have heretofore been filed with the Issuer. The Issuer has agreed to appoint the Company, and the Company has agreed to accept such appointment, as its agent for the purpose of acquisition, construction and equipping of the Project.

E. The Issuer will receive all of its Revenues (hereinafter defined) from the Company under and pursuant to the 2000 A O & M Agreement, which has been approved by the Public Service Commission of West Virginia. The Revenues will be sufficient to pay all cost of operation and maintenance of the System, to pay the principal of and interest on the Series 2009 B Bonds and all obligations issued on a parity with the Series 2009 A Bonds and to make payments into all funds and accounts and other payments provided for herein.

F. It is deemed necessary for the Issuer to issue its Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$250,000 (the "Series 2009 B Bonds"), initially to be represented by a single bond, to permanently finance the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefore; interest upon the Series 2009 B Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; engineering and legal expenses; expenses for

estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the West Virginia Water Development Authority (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 2009 B Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 B Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

G. The period of usefulness of the Series 2009 B Facilities after completion of the Project is not less than 40 years.

H. It is in the best interests of the Issuer that its Series 2009 B Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement to be entered into by and between the Issuer and the Authority, on behalf of the Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the Issuer and the Authority, as shall be approved by supplemental resolution of the Issuer.

I. There is currently outstanding the following indebtedness of the Issuer with respect to the System: (i) Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"), (ii) Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds"), (iii) Waterworks Revenue Bonds, Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"), and (iv) Waterworks Revenue Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds"). The Series 2009 B Bonds and the Series 2000 A Bonds will be secured by and payable from the Revenues payable by the Company to the Issuer under the 2000 A O & M Agreement. The Series 2009 B Bonds will be issued on a parity with respect to lien on and source of and security for payment with the Series 2000 A Bonds. The Series 2000 B Bonds are not payable from or secured by the Revenues payable by the Company to the Issuer under the 2000 A O&M Agreement. The Series 2005 A Bonds and Series 2009 A Bonds are payable from and secured by Surplus Revenues and Surcharges (as such terms are defined in the Prior Ordinances) and shall be junior and subordinate as to lien on and source of and security for payment to the Series 2009 B Bonds and the Series 2000 A Bonds. The Series 2000 A Bonds, the Series 2000 B Bonds, the Series 2005 A Bonds and the Series 2009 A Bonds may be collectively referred to herein from time to time as the "Prior Bonds".

J. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Series 2009 B Facilities and issuance of the Series 2009 B Bonds, or will have so complied prior

to issuance of any thereof, including, among other things, the approval of the Project by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a certificate of convenience and necessity 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 date of issuance of the Series 2009 B Bonds or such final order will not be subject to appeal or rehearing.

K. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 B Bonds by the registered owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means Chapter 7, Article 12 and Chapter 31, Article 15 A of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 B Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

"Authorized Officer" means the President of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Issuer.

"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 Act" means the Act.

"Bond Funds" means the respective Bond Funds established by the Prior Ordinances for the Series 2005 A Bonds and the Series 2009 A Bonds.

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

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

"Bonds" means the Series 2009 B Bonds, the Series 2000 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance 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.

"Closing Date" means the date upon which there is an exchange of the Series 2009 B Bonds for the proceeds representing the purchase price of the Series 2009 B Bonds from the Authority.

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

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

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

"Consulting Engineers" means West Virginia-American Water Company, so long as the 2000 A O & M Agreement is in effect, and upon the termination of the 2000 A O & M Agreement, 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 Series 2009 B Facilities or any 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 1.02F hereof to be a part of the cost of acquisition and construction of the Project.

"Council" shall mean the West Virginia Infrastructure and Jobs Development Council.

"County Commission" means The County Commission of Kanawha County, Kanawha County, West Virginia, a political subdivision of the State of West Virginia.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns.

"Executive Secretary" means the individual designated to act in such capacity by the Board of the Issuer.

"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.

"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.

"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 Series 2009 B Facilities or for any other purpose except keeping the accounts of the Series 2009 B Facilities in the normal operation of its business and affairs.

"Issuer" means the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, a public corporation with perpetual existence and a County Development Authority within the meaning of the Act, and as appropriate, its agents and assigns.

"Letter of Credit" means the Letter of Credit supplied by the Company on the Closing Date for the purpose of initially satisfying the Reserve Requirement for the Series 2009 B Bonds.

"Loan Agreement" means the Loan Agreement to be entered into between the Authority and the Issuer, providing for the purchase of the Series 2009 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2009 B Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

"Net Revenues" means the balance of the Revenues remaining after the deduction of Operating Expenses.

"2000 A O & M Agreement" means the Agreement between the Issuer, the County Commission and the Company, dated as of January 6, 2000, relating to the acquisition, construction and equipping of the Project and the subsequent operation, maintenance, repair and replacement of the Series 2000 A Facilities and Series 2009 B Facilities, as it may be amended from time to time and as approved by the Public Service Commission of West Virginia.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the Series 2000 A Facilities and the Series 2009 B Facilities, as hereinafter defined, 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 Series 2009 B 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 canceled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption, shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.06 hereof.

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution.

"President" means such person so designated to act in such capacity by the Board of the Issuer.

"Prior Bonds" means the following outstanding indebtedness of the Issuer with respect to the System: (i) Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"), (ii) Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds"), (iii) Waterworks Revenue Bonds, Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"), and (iv) Waterworks Revenue Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds").

"Prior Ordinances" means the respective resolutions or ordinances enacted by the Issuer authorizing the issuance of the Series 2000 A Bonds, the Series 2000 B Bonds, the Series 2005 A Bonds, and the Series 2009 A Bonds.

"Project" or "Series 2009 B Facilities" means the Project as described in Section 1.02B hereof.

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

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;
- (e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;
- (f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;
- (g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a)

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

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

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

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Ordinances and continued pursuant to Section 5.01 hereof.

"Revenues" means all revenues to be paid to or on behalf of the Issuer by the Company under the 2000 A O & M Agreement; provided that, in the event the 2000 A O & M Agreement is terminated, Revenues shall include all receipts, revenues, income and other monies from the subsequent leasing, subleasing, operation, management, sale or other disposition of the Series 2000 A Facilities and Series 2009 B Facilities, or any part thereof, and all rights to receive the same, determined in accordance with generally accepted accounting principles; provided,

however, that any surcharges paid by customers of the Series 2000 A Facilities and Series 2009 B Facilities shall not be considered to be Revenues.

"Revenue Fund" means the Revenue Fund established by the Prior Ordinances and continued pursuant to Section 5.01 hereof.

"Secretary" means the Executive Secretary of the Issuer.

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

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

"Series 2009 B Bonds Reserve Account" means the Series 2009 B Bonds Reserve Account established by Section 5.02 hereof and initially funded pursuant to a Letter of Credit supplied by the Company.

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

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

"Series 2000 A Facilities" means the improvements constructed with the proceeds of the Series 2000 A Bonds, together with any further additions, betterments and improvements thereto hereafter constructed or acquired from any sources whatsoever.

"Series 2009 B Facilities" means the Project constructed with the proceeds of the Series 2009 B Bonds, together with any further additions, betterments and improvements thereto hereafter constructed or acquired from any sources whatsoever.

"State" means the State of West Virginia.

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

"System" means collectively, the Series 2000 A Facilities and the Series 2009 B Facilities.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not to exceed \$495,700, in accordance with the plans and specifications which have been prepared by the Company, heretofore filed in the office of the Issuer. The proceeds of the Series 2009 B Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer, with the assistance of the Company, has received bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the Authority.

The cost of the Project is estimated not to exceed \$495,700, the sources of funding for which shall be as follows: (i) not to exceed \$250,000 principal amount of the Series 2009 B Bonds, (ii) a grant from the West Virginia Infrastructure and Jobs Development Council in the amount of \$126,700, (iii) a contribution from the County Commission in the amount of \$100,000, and (iv) a contribution from the Company in the amount of \$19,000.

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 paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2009 B Bonds of the Issuer. The Series 2009 B Bonds shall be issued as a single bond, designated "Waterworks Revenue Bond, Series 2009 B (West Virginia Infrastructure Fund)," in the principal amount of not more than \$250,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 B Bonds remaining after paying costs of issuance thereof shall be deposited in or credited to the Series 2009 B Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2009 B Bonds shall be issued in such principal amounts; shall bear interest at such rate or rates, not exceeding the then legal maximum, payable semiannually on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 B Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2009 B Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2009 B Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of the Series 2009 B Bonds, all as provided in the Supplemental Resolution. The Series 2009 B Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall be dated as of the date specified in a Supplemental Resolution and shall bear interest from the date so specified therein.

Section 3.03. Execution of Bonds. The Series 2009 B Bonds shall be executed in the name of the Issuer by the President, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who

shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

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

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

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

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

In all cases in which the privilege of exchanging Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period

commencing on the 15th day of the month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

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

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2009 B 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 Revenues as herein provided. No holder or holders of any of the Series 2009 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 B Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Revenues. The payment of the debt service of the Series 2009 B Bonds shall be secured by a first lien on the Revenues, on a parity with the pledge of such Revenues in favor of the Series 2000 A Bonds, and senior and prior with respect to lien on and source of and security for payment with the Series 2005 A Bonds and the Series 2009 A Bonds. The Series 2000 B Bonds are not payable from the Revenues and have no lien upon such Revenues. Such Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2000 A Bonds and the Series 2009 B Bonds are hereby irrevocably pledged to such payments as they become due.

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

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

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an

Authorized Officer, to authenticate and deliver the Series 2009 B Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement;

E. An executed copy of the 2000 A O & M Agreement, as amended;

F. An executed copy of the Letter of Credit from the Company; and

G. The unqualified approving opinion of bond counsel on the Series 2009 B Bonds.

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

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION
WATERWORKS REVENUE BOND,
SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public corporation with perpetual existence and a county Development Authority in Kanawha County, West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefore, 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 hereto as Exhibit A and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 200__, to and including _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, dated _____, 200__.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the bonds of this series (the "Bonds") and related costs. The Project, and any further additions, betterments or improvements

thereto are herein called the "Series 2009 B Facilities." 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 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act" or the "Bond Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2009, and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Revenues (as defined in the Bond Legislation), on a parity with the pledge of the Revenues in favor of the Series 2000 A Bonds. The Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Revenues and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, in the event the 2000 A O & M Agreement (as defined in the Bond Legislation) is terminated, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the Series 2000 A Facilities (as defined in the Bond Legislation) and the Series 2009 B Facilities and the services rendered thereby, and shall take all such actions necessary to provide funds, which shall be sufficient, together with other revenues of the Series 2000 A Facilities and the Series 2009 B Facilities, to provide for the reasonable expenses of operation, repair and maintenance of the Series 2000 A Facilities and the Series 2009 B Facilities, and to leave a balance each year equal to at least 115% of the maximum amount of principal of and interest on the Bonds payable in any year, and all other obligations on a parity with the Bonds, including the Series 2000 A Bonds; provided, however, that so long as there exists in the Reserve Account created for the Bonds, an amount equal to the maximum amount of principal and interest which will become due on the Bonds in any year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 A Bonds, an amount equal to the requirements therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

The Bonds are issued on a parity with respect to lien on and source of and security for payment with the Issuer's outstanding Waterworks Revenue Bond, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"). There are also outstanding the following obligations of the Issuer: (i) Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds"); (ii) Waterworks Revenue Bonds, Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"); and (iii) Waterworks Revenue

Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds"). The Series 2000 B Bonds are not payable from or secured by the Revenues (as defined in the Bond Legislation). The Series 2005 A Bonds and Series 2009 A Bonds are payable from and secured by Surplus Revenues and Surcharges (as defined in the Bond Legislation) and shall be junior and subordinate as to lien on and source of and security for payment to the Bonds and the Series 2000 A Bonds.

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION has
caused this Bond to be signed by its President, and its corporate seal to be hereunto affixed and
attested by its Secretary, and has caused this Bond to be dated _____, 2009.

[SEAL]

President

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: _____, 2009.

as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2009 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the President is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule A" Filing. Upon completion of acquisition and construction of the Project, the Issuer will file with the Authority and the Council a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefore.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; 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 Ordinances) 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 Ordinances);
- (2) Renewal and Replacement Fund (only in the event the 2000 A O & M Agreement is terminated); and
- (3) Series 2009 B Bonds Construction Trust Fund .

Section 5.02. Establishment of Funds and Accounts with Commission.

The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

- (1) Series 2009 B Bonds Sinking Fund; and
- (2) Series 2009 B Bonds Reserve Account (to be initially funded pursuant to a Letter of Credit supplied by the Company).

Section 5.03. Revenues; Flow of Funds.

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

- (1) So long as the 2000 A O & M Agreement is in effect, the Company shall be responsible for paying all Operating Expenses. In the event the 2000 A O & M Agreement is terminated, the Issuer shall first, each month, pay from the Revenue Fund all Operating Expenses.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2000 A Bonds Sinking Fund, the amount required to pay the interest on the Series 2000 A Bonds as the same becomes due and payable.
- (3) The Issuer shall next, on the first day of each month (i) transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2000 A Bonds Sinking Fund, the amount required to be deposited therein in order to

pay the principal of the Series 2000 A Bonds as the same becomes due and payable; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2009 B Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2009 B Bonds Sinking Fund, an amount equal to $1/3^{\text{rd}}$ of the amount of principal which will mature and become due on the Series 2009 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 B Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

- (4) The Issuer shall next, in the event that the Letter of Credit shall be terminated by the Company, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing on the first day of the month following any termination of the Letter of Credit, for deposit in the Series 2009 B Bonds Reserve Account, an amount equal to $1/120^{\text{th}}$ of the Series 2009 B Bonds Reserve Requirement, until the amount in the Series 2009 B Bonds Reserve Account equals the Series 2009 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 B Bonds Reserve Requirement.
- (5) The Issuer shall next, for so long as the Series 2000 A Bonds are Outstanding, from the moneys remaining in the Revenue Fund, on the first day of each month, transfer to the Renewal and Replacement Fund, a sum equal to \$20,000, and thereafter, in the event the 2000 A O & M Agreement is terminated, the Issuer shall, from the moneys remaining in the Revenue Fund, on the first day of the month immediately following termination of the 2000 A O & M Agreement, transfer to the Renewal and Replacement Fund, a sum equal to $2\frac{1}{2}\%$ of the all Revenues each month, exclusive of any payment 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 Series 2000 A Facilities and the Series 2009 B Facilities; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

- (6) The Issuer shall next, on the first day of each month, from the moneys remaining in the Revenue Fund following the above transfers which constitute Surplus Revenues under the Prior Ordinances, transfer to the Bond Funds established for the Series 2005 A Bonds and the Series 2009 A Bonds, the amount of Surplus Revenues required by the Prior Ordinances to pay the principal of and interest on the Series 2005 A Bonds and the Series 2009 A Bonds.

Moneys in the Series 2009 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2009 B Bonds as the same shall become due.

All investment earnings on moneys in the Series 2009 B Bonds Sinking Fund shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2009 B Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2009 B Bonds, and then to the next ensuing principal payment due thereon.

As and when additional Bonds ranking on a parity with the Series 2009 B Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account, if any, in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional parity Bonds.

The Issuer shall not be required to make any further payments into the Series 2009 B Bonds Sinking Fund when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 B Bonds Sinking Fund created hereunder, and all amounts required for said account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 2009 B Bonds Sinking Fund shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2009 B Bonds Sinking Fund shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 B Bonds Sinking Fund shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Series 2009 B Bonds under the conditions and restrictions hereinafter set forth.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day) deposit with the Commission the required principal and interest payments with respect to the Series 2009 B Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

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

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. The Surplus Revenues have been pledged to the repayment of the Series 2005 A Bonds and the Series 2009 A Bonds.

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

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

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

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

I. The Revenues shall only be used for purposes of the Series 2000 A Facilities and the Series 2009 B Facilities.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds.

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

A. From the proceeds of the Series 2009 B Bonds, there shall first be deposited with the Commission in the Series 2009 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2009 B Bonds for the period commencing on the date of issuance of the Series 2009 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2009 B Bonds, there shall be paid any costs of issuance of the Series 2009 B Bonds which are to be paid from the proceeds thereof.

C. Next, from the proceeds of the Series 2009 B Bonds, there shall be credited to the Series 2009 B Bonds Construction Trust Fund and then paid, any and all other borrowings by the Issuer made for the purpose of temporarily financing a portion of the costs of the Project and any borrowings by the Issuer from the Authority, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

D. The remaining moneys derived from the sale of the Series 2009 B Bonds shall be deposited with the Depository Bank in the Series 2009 B Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 hereof.

E. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Series 2009 B Bonds Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Series 2009 B Bonds Construction Trust Fund set forth in the Bond Legislation. Moneys in the Series 2009 B Bonds Construction Trust Fund shall be used solely to pay costs of the Project and until so transferred or expended, are hereby pledged as additional security for the Series 2009 B Bonds.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

Payments for costs of the Project shall be made monthly. Except as provided in Section 6.01 hereof, disbursements from the Series 2009 B Bonds Construction Trust Fund (except for the costs of issuance of the Series 2009 B Bonds which shall be made upon request of the Issuer), shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

- (A) That none of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

- (B) That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project;
- (C) That each of such costs has been otherwise properly incurred; and
- (D) That payment for each of the items proposed is then due and owing.

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Series 2009 B Bonds Construction Trust Fund only the net amount remaining after deduction of any such portion. All payments made from the Series 2009 B Bonds Construction Trust Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Series 2009 B Bonds Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

Pending such application, moneys in the Series 2009 B Bonds Construction Trust Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

After completion of the Project, as certified by the Consulting Engineers, and all Costs have been paid, the Depository Bank shall transfer any moneys remaining in the Series 2009 B Bonds Construction Trust Fund to the Issuer for deposit in the Revenue Fund. The Issuer shall thereafter, apply such moneys in full, first to the next ensuing interest payments due on the Series 2009 B Bonds and thereafter to the next ensuing principal payments due thereon.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

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

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 B Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the Revenues pledged for such payment by this Bond Legislation, on a parity with the pledge thereof in favor of the Series 2000 A Bonds. No Holder or Holders of the Series 2009 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 B Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Revenues. The payment of the debt service of the Series 2009 B Bonds shall be secured by a first lien on the Revenues, on a parity with the lien thereon in favor of the Series 2000 A Bonds. The Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2009 B Bonds are hereby irrevocably pledged, in the manner provided herein, to the payments required under this Bond Legislation.

Section 7.04. Rates and Charges. The initial schedule of water rates and charges for the services and facilities of the Series 2009 B Facilities shall be those rates approved by the Public Service Commission of West Virginia, in the Commission Order entered on May 14, 2009, in Case No. 06-1858-W-CN, which rates are incorporated herein by reference as a part hereof.

Section 7.05. Sale of the Series 2009 B Facilities. Except as otherwise permitted by State law or with the written consent of the Authority, and except as provided in the 2000 A O & M Agreement, the Series 2009 B Facilities may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, or to effectively defease this Bond Legislation in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the Series 2009 B Facilities shall, with respect to the Series 2009 B Bonds, immediately be remitted to the Commission for deposit in the Series 2009 B Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2009 B Bonds. Any

balance remaining after the payment of all the Series 2009 B Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the Series 2009 B Facilities.

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 Series 2009 B Facilities hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the Series 2009 B Facilities is no longer necessary, useful or profitable in the operation thereof and authorize the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the Series 2009 B Facilities is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds 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 amounts required to be paid into such fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the Series 2009 B Facilities shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of \$50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the Series 2009 B Facilities. Provided, however, that the provisions of this paragraph are superseded by the terms of the 2000 A O & M Agreement, so long as such Agreement is in effect.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Revenues which rank prior to, or equally, as to lien on and source of and security for payment from such Revenues with the Series 2009 B Bonds, without the prior written consent of the Authority. All obligations issued by the Issuer after the issuance of the Series 2009 B Bonds and payable from the Revenues, except additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such Revenues and in all other respects, to the Series 2009 B Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2009 B Bonds, and the interest thereon, upon the Revenues, or upon the Series 2009 B Facilities or any part thereof.

The Issuer shall give the Authority prior written notice of its issuance of any other obligations to be used for the Series 2009 B Facilities, payable from the Revenues or from any grants, or any other obligations related to the Project or the Series 2009 B Facilities.

Notwithstanding the foregoing, or any provision of Section 7.06 hereof to the contrary, additional Parity Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.06, if there is first obtained by the Issuer the written consent of the Authority to the issuance of the Parity Bonds.

Section 7.07. Additional Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds payable out of the Revenues of the System, shall be issued after the issuance of the Series 2009 B Bonds pursuant to this Ordinance, without the prior written consent of the Registered Owner and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

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

No Parity Bonds shall be issued except for the purposes of financing the costs of design, acquisition and construction of additions, betterments or improvements to the System or refunding the Prior Bonds, the Series 2009 B Bonds or any other obligations hereafter Issued by the Issuer for the benefit of the System.

No such Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Secretary a written statement by 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 additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall be not less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

- (1) The Series 2000 A Bonds and the Series 2009 B Bonds then Outstanding;

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

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

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from (a) the improvements to be financed by such Parity Bonds, (b) any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of issuance of such Parity Bonds, (c) any additional Revenues to be derived pursuant to the 2000 A O&M Agreement, 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 of the Issuer 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, as stated in a certificate filed with the Secretary, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

All the 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 Series 2000 A Bonds, the Series 2009 B Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System, and their source of and security for payment from said revenues, without preference of any bond 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 on the Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Revenues. The Issuer shall not issue any obligations whatsoever payable from the Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such revenues, with the Bonds except in the manner and under the conditions provided in this section.

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 on account of 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 issuance of the Parity Bonds and the Issuer is then in full compliance with all the covenants, agreements and terms of this Bond Legislation and every ordinance supplemental thereto, or shall have fully corrected any delinquency or deficiency in such payments.

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, or its agents and representatives, to inspect all books, documents, papers and records relating to the Series 2000 A Facilities and the Series 2009 B Facilities at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority such documents and information as it may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the Series 2000 A Facilities and the Series 2009 B Facilities and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority, or its agents and representatives, to inspect all records pertaining to the operation and maintenance of the Series 2000 A Facilities and the Series 2009 B Facilities at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep, or cause to be kept, books and records of the Series 2000 A Facilities and the Series 2009 B Facilities, 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 Series 2000 A Facilities and the Series 2009 B Facilities, 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 Series 2000 A Facilities and the Series 2009 B Facilities and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the Series 2009 A Facilities and the Series 2009 B Facilities shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to and monitored by the Issuer.

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the Series 2000 A Facilities and the Series 2009 B Facilities to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail, upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 B Bonds and shall submit said report to the Authority, or any other original purchaser of the Series 2009 B Bonds. Such audit report submitted to the Authority 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 are adequate to meet the Issuer's Operating Expenses and debt service 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, or its agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority, or its agents and representatives, with access to the Series 2000 A Facilities and the Series 2009 B Facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority with respect to the Series 2000 A Facilities and the Series 2009 B Facilities pursuant to the Act.

Section 7.09. Rates. In the event the 2000 A O & M Agreement is terminated, the Issuer shall fix and collect rates, fees and other charges for use of the Series 2000 A Facilities and Series 2009 B Facilities, shall adjust and increase such rates, fees and other charges and shall take all such actions necessary to provide funds sufficient to produce the required sums as set forth in this Bond Legislation and the Loan Agreement. In such event, the Issuer shall establish rates and charges sufficient, together with other revenues of the Series 2000 A Facilities and the Series 2009 B Facilities (i) to provide for all Operating Expenses of the Series 2000 A Facilities and Series 2009 B Facilities, and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2009 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 B Bonds, including the Series 2000 A Bonds; provided that, in the event that an amount equal to or in excess of the Series 2009 B Bonds Reserve Requirement is on deposit in the Series 2009 B Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2009 B Bonds, including the Series 2000 A Bonds, are funded at least at the requirement therefore, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest on the Series

2009 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 B Bonds, including the Series 2000 A Bonds.

Section 7.10. Operating Budget and Monthly Financial Report. In the event the 2000 A O & M Agreement is terminated, the Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefore in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

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

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the 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, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

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

The Issuer shall employ qualified operating personnel properly certified by the State to operate the Series 2000 A Facilities and the Series 2009 B Facilities so long as any of the Series 2009 B Bonds are Outstanding.

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 Series 2000 A Facilities or the Series 2009 B Facilities.

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 Series 2000 A Facilities and Series 2009 B Facilities, 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 of the Series 2000 A Facilities or Series 2009 B Facilities shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the Series 2000 A Facilities and the Series 2009 B Facilities. 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 Series 2000 A Facilities or the Series 2009 B Facilities, to all users of the services of the Series 2000 A Facilities or Series 2009 B Facilities, respectively, delinquent in payment of charges for the services of the Series 2000 A Facilities or Series 2009 B Facilities and will not restore such services until all delinquent charges for the services of the Series 2000 A Facilities or Series 2009 B Facilities, as applicable, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the Series 2000 A Facilities or the Series 2009 B Facilities, 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 services provided by the Series 2000 A Facilities or Series 2009 B Facilities, 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 Series 2000 A Facilities or Series 2009 B Facilities, as applicable, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Series 2000 A Facilities and Series 2009 B Facilities.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as any of the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain, or cause to be carried under the 2000 A O & M Agreement, insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the Series 2000 A Facilities and Series 2009 B Facilities. 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 Series 2000 A Facilities and Series 2009 B Facilities 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 and the Authority 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 Series 2000 A Facilities and Series 2009 B Facilities, 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 Series 2000 A Facilities and Series 2009 B Facilities.
- (3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SERIES 2000 A FACILITIES AND SERIES 2009 B FACILITIES 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 Series 2000 A Facilities or Series 2009 B Facilities are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.
- (5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.
- (6) FIDELITY BONDS will be provided for every officer, member and employee of the Issuer having custody of the revenues or of any other funds of the Series 2000 A Facilities or Series 2009 B Facilities, 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 also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project. In the event the 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 Series 2000 A Facilities or Series 2009 B Facilities to connect thereto.

Section 7.17. Completion of Project; Permits and Orders. The Issuer shall complete, or cause to be completed, the Project as promptly as possible and operate and maintain, or cause to be operated and maintained under the 2000 A O & M Agreement, the Series 2009 B Facilities in good condition and in compliance with all federal and state requirements and standards. The Issuer shall take all steps to properly operate and maintain the Series 2000 A Facilities and Series 2009 B Facilities and make all necessary repairs and replacements so long as the Series 2009 B Bonds are outstanding. To the extent maintenance is done by the Company, the Issuer shall enforce the provisions of the 2000 A O & M Agreement to fulfill compliance with this covenant.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the Series 2000 A Facilities and Series 2009 B Facilities.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement, the Act and all applicable laws, rules and regulations issued by the Authority, or other State, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the Series 2000 A Facilities and Series 2009 B Facilities.

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

A. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2009 B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

B. **FURTHER ACTIONS.** The Issuer will take any and all actions that may be deemed necessary by the Authority so that the interest on the obligations of the Authority, the proceeds of which were used by the Authority to purchase the Series 2009 B Bonds, will be and remain excludable from gross income for federal income tax purposes.

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

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2009 B 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 Authority for written approval. The Issuer shall obtain the written approval of the Authority before expending any proceeds of the Series 2009 B Bonds held in "contingency" as set forth in the Schedule A attached to the Loan Agreement. The Issuer shall also obtain the written approval of the Authority before expending any proceeds of the Series 2009 B Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding 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 ground breaking or dedication of the Project.

Section 7.22. Deed of Trust and Security Agreement. The Issuer shall grant for the benefit of the Authority a deed of trust and security interest in the Series 2009 B Facilities.

ARTICLE VIII

INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2009 B Bonds are Outstanding.

Section 8.02. RESERVED.

Section 8.03. RESERVED.

ARTICLE IX

DEFAULT AND REMEDIES

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

- (1) If default occurs in the due and punctual payment of the principal of or interest on any Bonds; or
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Bonds set forth in this Bond Legislation, any supplemental resolution or in the Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or
- (3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including, but not limited to, the making and collection of sufficient rates or charges for services rendered by the Series 2000 A Facilities and Series 2009 B Facilities, (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.

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 Series 2009 B Facilities, the making and collection of sufficient rates and charges for services rendered by the Series 2000 A Facilities and Series 2009 B Facilities 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 Series 2000 A Facilities and Series 2009 B Facilities or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the Series 2000 A Facilities and Series 2009 B Facilities, 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 Series 2000 A Facilities and Series 2009 B Facilities and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the Series 2000 A Facilities and Series 2009 B Facilities 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 Series 2000 A Facilities and Series 2009 B Facilities 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 Series 2000 A Facilities and Series 2009 B Facilities 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 Series 2000 A Facilities or Series 2009 B Facilities, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the Series 2000 A Facilities and Series 2009 B Facilities for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said Series 2000 A Facilities and Series 2009 B Facilities 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 Series 2000 A Facilities or Series 2009 B Facilities.

In the event that the Bondholder should exercise its rights under this Article IX or any other rights available to it provided under law upon the occurrence of a default by the Issuer, and the 2000 A O & M Agreement has not been terminated, the 2000 A O & M Agreement shall remain in effect.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all of the Series 2009 B Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2009 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2009 B Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 2009 B Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2009 B Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 2009 B Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 2009 B Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 B Bonds, this Ordinance may be amended or supplemented in any way by Supplemental Resolution. Following issuance of the Series 2009 B Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Bonds shall be made without the consent in writing of the Registered Owners of the Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein 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.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and 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 Ordinance 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 Ordinance, the Supplemental Resolution thereto, or the Series 2009 B 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 ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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 Ordinance 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 President, the Secretary and members of the Issuer were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereof.

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Issuer to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Charleston Gazette, a newspaper of general circulation in Kanawha County, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the Issuer upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Issuer for review by interested persons during office hours of the Issuer. At such hearing, all objections and suggestions shall be heard and the Issuer shall take such action as it shall deem proper in the premises.

Passed on First Reading: - May 21, 2009

Passed on Second Reading: - May 28, 2009

Passed on Final Reading
Following Public
Hearing: - June 18, 2009



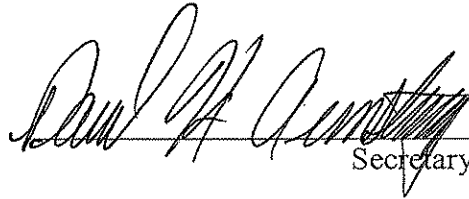
President

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION on the 18th day of June, 2009.

Dated: June 29, 2009.

[SEAL]


Secretary

06/11/09

EXHIBIT A

[Loan Agreement included in bond transcript as Document No. 4]

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE WATERWORKS REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION; 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 Board (the "Governing Body") of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective June 18, 2009 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE ISSUER OF NOT MORE THAN \$250,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND

SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO 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 Ordinance when used herein;

WHEREAS, the Bond Ordinance provides for the issuance of Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer (the "Series 2009 B Bonds"), in the aggregate principal amount not to exceed \$250,000, and has authorized the execution and delivery of a loan agreement relating to the Series 2009 B Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 7, Article 12 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2009 B Bonds should be established by a supplemental resolution pertaining to the Series 2009 B Bonds; and that other matters relating to the Series 2009 B Bonds be herein provided for;

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

WHEREAS, the Series 2009 B Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2009 B Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2009 B Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, AS FOLLOWS:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single bond, numbered BR-1, in the principal amount of \$167,300. The Series 2009 B Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2048, and shall bear no interest. The principal of the Series 2009 B Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2010, to and including December 1, 2048, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2009 B Bonds and incorporated in and made a part of the Series 2009 B Bonds. The Series 2009 B Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2009 B Bonds.

Section 2. All other provisions relating to the Series 2009 B Bonds and the text of the Series 2009 B Bonds shall be in substantially the form provided in the Bond Ordinance.

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 President, 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 2009 B Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby authorize, approve and accept the 2000 A O&M Agreement, as supplemented and amended as of the date hereof, a copy of which is incorporated herein by reference, and the execution and delivery of any amendments or supplements thereto in connection with the Series 2009 B Facilities and the Series 2009 B Bonds, by the President and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, directed and approved.

Section 5. The Issuer does hereby authorize, approve and accept the Deed of Trust, Security Agreement and Fixture Filing, a copy of which is incorporated herein by reference and the execution and delivery of the Deed of Trust, Security Agreement and Fixture Filing by the President and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, directed and approved.

Section 6. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2009 B Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the

date of delivery of the Series 2009 B Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the President, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 7. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2009 B Bonds under the Bond Ordinance.

Section 8. The Issuer does hereby appoint and designate United Bank, Inc., Charleston, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 9. Series 2009 B Bonds proceeds in an amount not to exceed \$-0- shall be deposited in the Series 2009 B Bonds Reserve Account.

Section 10. The balance of the proceeds of the Series 2009 B Bonds shall be deposited in or credited to the Series 2009 B Bonds Construction Trust Fund for payment of the costs of the Project.

Section 11. The President and the Executive Secretary are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2009 B Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2009 B Bonds may be delivered on or about June 29, 2009, to the Authority pursuant to the Loan Agreement.

Section 12. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2009 B Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

Section 14. The Issuer hereby determines to invest all monies in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Monies in the Series 2009 B Bond Sinking Fund and the Series 2009 B Bond Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 15. The Issuer hereby designates the County Administrator to review and approve all draws on the Series 2009 B Bonds.

Section 16. The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

Section 17. 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.

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

[Remainder of Page Intentionally Blank]

Adopted this 18th day of June, 2009.

DB Bradshaw

President

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Board of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region on the 18th day of June, 2009.

Dated: June 29, 2009.

[SEAL]


Secretary

IC-1
(11/01/04)

LOAN AGREEMENT

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

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA
COUNTY, WEST VIRGINIA METROPOLITAN REGION
(2008W-1068)

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until

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

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

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

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

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

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, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the AReserve Account@) was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the AReserve Requirement@), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) That the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month)

deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month. When required by the Authority, the Local Entity shall make monthly payments to the Commission by electronic transfer;

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

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

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

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

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

(xxiii) That the Governmental Agency shall submit all proposed change orders to the Council for written approval. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds held

in Acontingency@ as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds available due to bid/construction/project underruns;

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

6.5 The Governmental Agency hereby agrees to file with the Authority and the Council upon completion of acquisition and construction of the Project a schedule in

substantially the form of Amended Schedule B to the Application, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West

Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

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

¹If another responsible party, such as the Issuer's attorney, reviews the insurance and

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

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

[SEAL]

By: _____
West Virginia License No. _____

payment bonds, then insert the following: [and in reliance upon the opinion of _____,
Esq.] and delete Amy firm has ascertained that@.

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

 Name of Person Completing Form

 Address

 Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

EXHIBIT D
MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

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

Witness my signature this ____ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds \$167,300
Purchase Price of Local Bonds \$167,300

The Local Bonds shall bear no interest. Commencing March 1, 2010, principal on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

The Governmental Agency may prepay the Local Bonds in full at any time at the price of par but only with the 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) Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000;
- (ii) Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000;
- (iii) Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds,

Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000; and

- (iv) Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds").

The Series 2009 B Bonds and the Series 2000 A Bonds will be secured by and payable from the Revenues payable by the Company to the Issuer under the 2000 A O& M Agreement. The Series 2009 B Bonds will be issued on a parity with respect to lien on and source of and security for payment with the Series 2000 A Bonds. The Series 2000 B Bonds are not payable from or secured by the Revenues payable by the Company to the Issuer under the 2000 A O&M Agreement. The Series 2005 A Bonds and Series 2009 A Bonds are payable from and secured by Surplus Revenues and Surcharges (as such terms are defined in the Prior Ordinances) and shall be junior and subordinate as to lien on and source of and security for payment to the Series 2009 B Bonds and the Series 2000 A Bonds.

Number of New Customers to Be Served: 19
Location: Guthrie area of Kanawha County

SCHEDULE Y

BOND DEBT SERVICE Kanawha County RDA 39 Years 0% Interest Rate

Dated Date 6/29/2009

Delivery

Date 6/29/2009

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
6/29/2009				
3/1/2010	1,496.25		1,496.25	
6/1/2010	1,496.25		1,496.25	
9/1/2010	1,496.25		1,496.25	
12/1/2010	1,496.25		1,496.25	5,985
3/1/2011	1,496.25		1,496.25	
6/1/2011	1,496.25		1,496.25	
9/1/2011	1,496.25		1,496.25	
12/1/2011	1,496.25		1,496.25	5,985
3/1/2012	1,496.25		1,496.25	
6/1/2012	1,496.25		1,496.25	
9/1/2012	1,496.25		1,496.25	
12/1/2012	1,496.25		1,496.25	5,985
3/1/2013	1,496.25		1,496.25	
6/1/2013	1,496.25		1,496.25	
9/1/2013	1,496.25		1,496.25	
12/1/2013	1,496.25		1,496.25	5,985
3/1/2014	1,496.25		1,496.25	
6/1/2014	1,496.25		1,496.25	
9/1/2014	1,496.25		1,496.25	
12/1/2014	1,496.25		1,496.25	5,985
3/1/2015	1,496.25		1,496.25	
6/1/2015	1,496.25		1,496.25	
9/1/2015	1,496.25		1,496.25	
12/1/2015	1,496.25		1,496.25	5,985
3/1/2016	1,496.25		1,496.25	
6/1/2016	1,496.25		1,496.25	
9/1/2016	1,496.25		1,496.25	
12/1/2016	1,496.25		1,496.25	5,985
3/1/2017	1,496.25		1,496.25	
6/1/2017	1,496.25		1,496.25	
9/1/2017	1,496.25		1,496.25	
12/1/2017	1,496.25		1,496.25	5,985
3/1/2018	1,496.25		1,496.25	
6/1/2018	1,496.25		1,496.25	
9/1/2018	1,496.25		1,496.25	
12/1/2018	1,496.25		1,496.25	5,985
3/1/2019	1,496.25		1,496.25	
6/1/2019	1,496.25		1,496.25	
9/1/2019	1,496.25		1,496.25	
12/1/2019	1,496.25		1,496.25	5,985
3/1/2020	926.25		926.25	
6/1/2020	926.25		926.25	
9/1/2020	926.25		926.25	
12/1/2020	926.25		926.25	3,705

SCHEDULE Y

BOND DEBT SERVICE Kanawha County RDA 39 Years 0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
3/1/2021	926.25		926.25	
6/1/2021	926.25		926.25	
9/1/2021	926.25		926.25	
12/1/2021	926.25		926.25	3,705
3/1/2022	926.25		926.25	
6/1/2022	926.25		926.25	
9/1/2022	926.25		926.25	
12/1/2022	926.25		926.25	3,705
3/1/2023	926.25		926.25	
6/1/2023	926.25		926.25	
9/1/2023	926.25		926.25	
12/1/2023	926.25		926.25	3,705
3/1/2024	926.25		926.25	
6/1/2024	926.25		926.25	
9/1/2024	926.25		926.25	
12/1/2024	926.25		926.25	3,705
3/1/2025	926.25		926.25	
6/1/2025	926.25		926.25	
9/1/2025	926.25		926.25	
12/1/2025	926.25		926.25	3,705
3/1/2026	926.25		926.25	
6/1/2026	926.25		926.25	
9/1/2026	926.25		926.25	
12/1/2026	926.25		926.25	3,705
3/1/2027	926.25		926.25	
6/1/2027	926.25		926.25	
9/1/2027	926.25		926.25	
12/1/2027	926.25		926.25	3,705
3/1/2028	926.25		926.25	
6/1/2028	926.25		926.25	
9/1/2028	926.25		926.25	
12/1/2028	926.25		926.25	3,705
3/1/2029	926.25		926.25	
6/1/2029	926.25		926.25	
9/1/2029	926.25		926.25	
12/1/2029	926.25		926.25	3,705
3/1/2030	926.25		926.25	
6/1/2030	926.25		926.25	
9/1/2030	926.25		926.25	
12/1/2030	926.25		926.25	3,705
3/1/2031	926.25		926.25	
6/1/2031	926.25		926.25	
9/1/2031	926.25		926.25	
12/1/2031	926.25		926.25	3,705
3/1/2032	926.25		926.25	
6/1/2032	926.25		926.25	
9/1/2032	926.25		926.25	
12/1/2032	926.25		926.25	3,705
3/1/2033	926.25		926.25	

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
6/1/2033	926.25		926.25	
9/1/2033	926.25		926.25	
12/1/2033	926.25		926.25	3,705
3/1/2034	926.25		926.25	
6/1/2034	926.25		926.25	
9/1/2034	926.25		926.25	
12/1/2034	926.25		926.25	3,705
3/1/2035	926.25		926.25	
6/1/2035	926.25		926.25	
9/1/2035	926.25		926.25	
12/1/2035	926.25		926.25	3,705
3/1/2036	926.25		926.25	
6/1/2036	926.25		926.25	
9/1/2036	926.25		926.25	
12/1/2036	926.25		926.25	3,705
3/1/2037	926.25		926.25	
6/1/2037	926.25		926.25	
9/1/2037	926.25		926.25	
12/1/2037	926.25		926.25	3,705
3/1/2038	926.25		926.25	
6/1/2038	926.25		926.25	
9/1/2038	926.25		926.25	
12/1/2038	926.25		926.25	3,705
3/1/2039	926.25		926.25	
6/1/2039	926.25		926.25	
9/1/2039	926.25		926.25	
12/1/2039	926.25		926.25	3,705
3/1/2040	926.25		926.25	
6/1/2040	926.25		926.25	
9/1/2040	926.25		926.25	
12/1/2040	926.25		926.25	3,705
3/1/2041	926.25		926.25	
6/1/2041	926.25		926.25	
9/1/2041	926.25		926.25	
12/1/2041	926.25		926.25	3,705
3/1/2042	926.25		926.25	
6/1/2042	926.25		926.25	
9/1/2042	926.25		926.25	
12/1/2042	926.25		926.25	3,705
3/1/2043	926.25		926.25	
6/1/2043	926.25		926.25	
9/1/2043	926.25		926.25	
12/1/2043	926.25		926.25	3,705
3/1/2044	926.25		926.25	
6/1/2044	926.25		926.25	
9/1/2044	926.25		926.25	
12/1/2044	926.25		926.25	3,705
3/1/2045	926.25		926.25	
6/1/2045	926.25		926.25	

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
9/1/2045	926.25		926.25	
12/1/2045	926.25		926.25	3,705
3/1/2046	926.25		926.25	
6/1/2046	926.25		926.25	
9/1/2046	926.25		926.25	
12/1/2046	926.25		926.25	3,705
3/1/2047	926.25		926.25	
6/1/2047	926.25		926.25	
9/1/2047	926.25		926.25	
12/1/2047	926.25		926.25	3,705
3/1/2048	927.50		927.50	
6/1/2048	927.50		927.50	
9/1/2048	927.50		927.50	
12/1/2048	927.50		927.50	3,710
	167,300.00		167,300.00	167,300

SCHEDULE Z

None.

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.

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

(SEAL)

Attest:

Its: Secretary

By: DB Bradshaw
Its: President
Date: June 29, 2009

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

Attest:

Its: Secretary-Treasurer

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

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On the 29th day of June, 2009, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 29th day of June, 2009, the Authority received the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), issued in the principal amount of \$167,300 as a single, fully registered Bond, numbered BR-1, and dated June 29, 2009 (the "Series 2009 B Bonds").

2. At the time of such receipt of the Bonds upon original issuance, the Bonds had been executed by the President and Secretary of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2009 B Bonds, of \$52,242, being a portion of the principal amount of the Series 2009 B Bonds. The balance of the Series 2009 B Bonds will be advanced by the Authority as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY


Authorized Representative

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION


President

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

There are delivered to you herewith on this 29th day of June, 2009:

- (1) Bond No. BR-1, constituting the entire original issue of the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), in the principal amount of \$167,300, dated June 29, 2009 (the "Series 2009 B Bonds"), executed by the President and Secretary of the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on June 18, 2009, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation");
- (2) A copy of the Bond Legislation authorizing the above-described Series 2009 B Bond issue, duly certified by the Secretary of the Issuer;
- (3) Executed counterparts of the loan agreement, dated June 29, 2009, by and between the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") and the Issuer (the "Loan Agreement");
- (4) An executed copy of the Operation and Maintenance Agreement by and between the Issuer and the West Virginia American Water Company, a West Virginia corporation, and all amendments thereto (collectively, the "O & M Agreement"); and
- (5) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2009 B Bonds.

You are hereby requested and authorized to deliver the Series 2009 B Bonds to the Authority upon payment to the Issuer of the sum of \$52,242.00 representing a portion of the principal amount of the Series 2009 B Bonds. Prior to such delivery of the Series 2009 B Bonds, you will please cause the Series 2009 B Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Left Blank]

Dated as of the day and year first written above.

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON- KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION

A handwritten signature in cursive script, reading "D B Bradshaw". The signature is written in black ink and is positioned above a horizontal line.

President

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

WATERWORKS REVENUE BOND, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1

\$167,300

KNOW ALL MEN BY THESE PRESENTS: That on this the 29th day of June, 2009, the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region, a public corporation and county development authority of the State of West Virginia in Kanawha County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE HUNDRED SIXTY SEVEN THOUSAND THREE HUNDRED DOLLARS (\$167,300), 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, 2010 to and including December 1, 2048 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated June 29, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of additions and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The Project, and any further additions, betterments or improvements thereto are herein called the "Series 2009 B Facilities." 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 7, Article 12 and Chapter 31, Article 15 A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on June 18, 2009, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

The Bonds are issued on a parity with respect to lien on and source of and security for payment with the Issuer's outstanding Waterworks Revenue Bond, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"). There are also outstanding the following other obligations of the Issuer: (i) Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds"); (ii) Waterworks Revenue Bonds, Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"); and (iii) Waterworks Revenue Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds"). The Series 2000 B Bonds are not payable from or secured by the Revenues (as defined in the Bond Legislation). The Series 2005 A Bonds and Series 2009 A Bonds are payable from and secured by Surcharges and Surplus Revenues (as defined in the Bond Legislation).

This Bond is payable only from and secured by a pledge of the Revenues (as defined in the Bond Legislation) and unexpended proceeds of the Bonds on a parity with the pledge of Revenues in favor of the Holders of the Series 2000 A Bonds. The Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Revenues and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, in the event the 2000 A O&M Agreement is terminated, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the Series 2000 A Facilities and the Series 2009 B Facilities and the services rendered thereby, and shall take all such actions necessary to provide funds, 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 of principal of and interest on the Bonds payable in any year, and all other obligations on a parity with the Bonds, including the Series 2000 A Bonds; provided, however, that so long as there exists in the Reserve Account created for the Bonds, an amount equal to the maximum amount of principal and interest which will become due on the Bonds in any year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds including the Series 2000 A Bonds, an amount equal to the requirements therefore, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON- KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, has caused this Bond to be signed by its President, 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]

DTB Bredshaw
President

ATTEST:

[Signature]
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: June 29, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

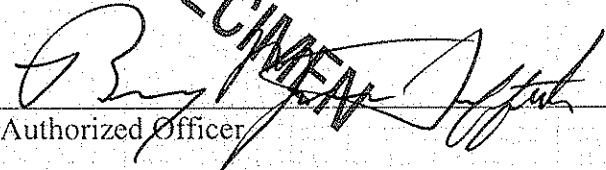

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$52,242	June 29, 2009	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Dated Date 6/29/2009
Delivery
Date 6/29/2009

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
6/29/2009				
3/1/2010	1,496.25		1,496.25	
6/1/2010	1,496.25		1,496.25	
9/1/2010	1,496.25		1,496.25	
12/1/2010	1,496.25		1,496.25	5,985
3/1/2011	1,496.25		1,496.25	
6/1/2011	1,496.25		1,496.25	
9/1/2011	1,496.25		1,496.25	
12/1/2011	1,496.25		1,496.25	5,985
3/1/2012	1,496.25		1,496.25	
6/1/2012	1,496.25		1,496.25	
9/1/2012	1,496.25		1,496.25	
12/1/2012	1,496.25		1,496.25	5,985
3/1/2013	1,496.25		1,496.25	
6/1/2013	1,496.25		1,496.25	
9/1/2013	1,496.25		1,496.25	
12/1/2013	1,496.25		1,496.25	5,985
3/1/2014	1,496.25		1,496.25	
6/1/2014	1,496.25		1,496.25	
9/1/2014	1,496.25		1,496.25	
12/1/2014	1,496.25		1,496.25	5,985
3/1/2015	1,496.25		1,496.25	
6/1/2015	1,496.25		1,496.25	
9/1/2015	1,496.25		1,496.25	
12/1/2015	1,496.25		1,496.25	5,985
3/1/2016	1,496.25		1,496.25	
6/1/2016	1,496.25		1,496.25	
9/1/2016	1,496.25		1,496.25	
12/1/2016	1,496.25		1,496.25	5,985
3/1/2017	1,496.25		1,496.25	
6/1/2017	1,496.25		1,496.25	
9/1/2017	1,496.25		1,496.25	
12/1/2017	1,496.25		1,496.25	5,985
3/1/2018	1,496.25		1,496.25	
6/1/2018	1,496.25		1,496.25	
9/1/2018	1,496.25		1,496.25	
12/1/2018	1,496.25		1,496.25	5,985
3/1/2019	1,496.25		1,496.25	
6/1/2019	1,496.25		1,496.25	
9/1/2019	1,496.25		1,496.25	
12/1/2019	1,496.25		1,496.25	5,985
3/1/2020	926.25		926.25	
6/1/2020	926.25		926.25	
9/1/2020	926.25		926.25	
12/1/2020	926.25		926.25	3,705

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
3/1/2021	926.25		926.25	
6/1/2021	926.25		926.25	
9/1/2021	926.25		926.25	
12/1/2021	926.25		926.25	3,705
3/1/2022	926.25		926.25	
6/1/2022	926.25		926.25	
9/1/2022	926.25		926.25	
12/1/2022	926.25		926.25	3,705
3/1/2023	926.25		926.25	
6/1/2023	926.25		926.25	
9/1/2023	926.25		926.25	
12/1/2023	926.25		926.25	3,705
3/1/2024	926.25		926.25	
6/1/2024	926.25		926.25	
9/1/2024	926.25		926.25	
12/1/2024	926.25		926.25	3,705
3/1/2025	926.25		926.25	
6/1/2025	926.25		926.25	
9/1/2025	926.25		926.25	
12/1/2025	926.25		926.25	3,705
3/1/2026	926.25		926.25	
6/1/2026	926.25		926.25	
9/1/2026	926.25		926.25	
12/1/2026	926.25		926.25	3,705
3/1/2027	926.25		926.25	
6/1/2027	926.25		926.25	
9/1/2027	926.25		926.25	
12/1/2027	926.25		926.25	3,705
3/1/2028	926.25		926.25	
6/1/2028	926.25		926.25	
9/1/2028	926.25		926.25	
12/1/2028	926.25		926.25	3,705
3/1/2029	926.25		926.25	
6/1/2029	926.25		926.25	
9/1/2029	926.25		926.25	
12/1/2029	926.25		926.25	3,705
3/1/2030	926.25		926.25	
6/1/2030	926.25		926.25	
9/1/2030	926.25		926.25	
12/1/2030	926.25		926.25	3,705
3/1/2031	926.25		926.25	
6/1/2031	926.25		926.25	
9/1/2031	926.25		926.25	
12/1/2031	926.25		926.25	3,705
3/1/2032	926.25		926.25	
6/1/2032	926.25		926.25	
9/1/2032	926.25		926.25	
12/1/2032	926.25		926.25	3,705
3/1/2033	926.25		926.25	

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
6/1/2033	926.25		926.25	
9/1/2033	926.25		926.25	
12/1/2033	926.25		926.25	3,705
3/1/2034	926.25		926.25	
6/1/2034	926.25		926.25	
9/1/2034	926.25		926.25	
12/1/2034	926.25		926.25	3,705
3/1/2035	926.25		926.25	
6/1/2035	926.25		926.25	
9/1/2035	926.25		926.25	
12/1/2035	926.25		926.25	3,705
3/1/2036	926.25		926.25	
6/1/2036	926.25		926.25	
9/1/2036	926.25		926.25	
12/1/2036	926.25		926.25	3,705
3/1/2037	926.25		926.25	
6/1/2037	926.25		926.25	
9/1/2037	926.25		926.25	
12/1/2037	926.25		926.25	3,705
3/1/2038	926.25		926.25	
6/1/2038	926.25		926.25	
9/1/2038	926.25		926.25	
12/1/2038	926.25		926.25	3,705
3/1/2039	926.25		926.25	
6/1/2039	926.25		926.25	
9/1/2039	926.25		926.25	
12/1/2039	926.25		926.25	3,705
3/1/2040	926.25		926.25	
6/1/2040	926.25		926.25	
9/1/2040	926.25		926.25	
12/1/2040	926.25		926.25	3,705
3/1/2041	926.25		926.25	
6/1/2041	926.25		926.25	
9/1/2041	926.25		926.25	
12/1/2041	926.25		926.25	3,705
3/1/2042	926.25		926.25	
6/1/2042	926.25		926.25	
9/1/2042	926.25		926.25	
12/1/2042	926.25		926.25	3,705
3/1/2043	926.25		926.25	
6/1/2043	926.25		926.25	
9/1/2043	926.25		926.25	
12/1/2043	926.25		926.25	3,705
3/1/2044	926.25		926.25	
6/1/2044	926.25		926.25	
9/1/2044	926.25		926.25	
12/1/2044	926.25		926.25	3,705
3/1/2045	926.25		926.25	
6/1/2045	926.25		926.25	

BOND DEBT SERVICE
Kanawha County RDA
39 Years
0% Interest Rate

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
9/1/2045	926.25		926.25	
12/1/2045	926.25		926.25	3,705
3/1/2046	926.25		926.25	
6/1/2046	926.25		926.25	
9/1/2046	926.25		926.25	
12/1/2046	926.25		926.25	3,705
3/1/2047	926.25		926.25	
6/1/2047	926.25		926.25	
9/1/2047	926.25		926.25	
12/1/2047	926.25		926.25	3,705
3/1/2048	927.50		927.50	
6/1/2048	927.50		927.50	
9/1/2048	927.50		927.50	
12/1/2048	927.50		927.50	3,710
	167,300.00		167,300.00	167,300

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

Writer's Contact Information
304.353.8196 – Telephone
304.353.8181 – Fax
John.Stump@steptoejohnson.com

June 29, 2009

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Regional Development Authority of Charleston- Kanawha
County, West Virginia Metropolitan Region
Charleston, West Virginia

The County Commission of Kanawha County
Charleston, 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 the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer"), a public corporation and county development authority organized and existing under the laws of the State of West Virginia, of its \$167,300 Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2009 B Bonds" or the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated June 29, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal to the Authority, bearing no interest, and with principal installments payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2010 to and including December 1, 2048, all as set forth in the

Document Number: 5195580

"Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2009 B Bonds.

The Series 2009 B Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 7, Article 12 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the 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 Ordinance duly enacted by the Issuer on June 18, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Series 2009 B Bonds are authorized and issued, and the Loan Agreement has been entered into. The Series 2009 B 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 corporation and county development authority of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Series 2009 B 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 or the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.
3. The Bond Legislation and all other necessary ordinances and resolutions have been duly and effectively enacted and adopted by the Issuer in connection with the issuance and sale of the Series 2009 B Bonds and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.
4. The Series 2009 B 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 Revenues (as defined in the Bond Legislation) and secured by a first lien on and pledge of the Revenues on a parity with the Issuer's Public Waterworks

Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"), all in accordance with the terms of the Series 2009 B Bonds and the Bond Legislation.

5. The Bonds have not been issued on the basis that the interest thereon, if any, 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, if any, from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Bonds.

6. The Series 2009 B Bonds are, under the Act, exempt from all taxes imposed by the State of West Virginia.

It is to be understood that the rights of the holders of the Series 2009 B Bonds and the enforceability of the Series 2009 B 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 in appropriate cases.

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

Very truly yours,



STEPHENS & JOHNSON PLLC



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

Writer's Contact Information
304.353.8196 – Telephone
304.353.8181 – Fax
John.Stump@steptoejohnson.com

June 29, 2009

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Regional Development Authority of Charleston-
Kanawha County, West Virginia Metropolitan Region
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as special project counsel to the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region, a duly organized and presently existing county development authority and public corporation in Kanawha County, West Virginia (the "Issuer"). As such counsel, we have examined a copy of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, the loan agreement for the above captioned Bonds (the "Bonds"), dated June 29, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), the Bond Ordinance duly enacted by the Issuer on June 18, 2009, the Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation"), the Revised Master Operation and Maintenance Agreement, dated January 6, 2000, by and between the Issuer and the West Virginia-American Water Company (the "Company"), the 2000 A Operation and Maintenance Agreement, as revised and amended from time to time, dated January 6, 2000, by and between the Issuer and the Company (collectively with the Revised Master Operation and Maintenance Agreement, the "2000 A O&M Agreement"), the Deed of Trust, Security Agreement and Fixture Filing dated June 15, 2009, by and between the Issuer and the trustee named therein for the benefit and security of the Authority (the "Deed of Trust") and other documents, papers, agreements, instruments and certificates relating to the Bonds and orders of The County Commission of Kanawha County relating to the Issuer and the appointment of members of the Issuer. All capitalized terms used herein and not otherwise

5195710

defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer is duly created and validly existing under the Constitution and laws of the State of West Virginia as a county development authority and public corporation of the State of West Virginia, with corporate power under Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act").
2. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
3. The 2000 A O & M Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Company, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
4. The Deed of Trust has been duly authorized, executed and delivered by the Issuer and constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
5. The members and officers of the Issuer have been duly, lawfully and properly appointed and elected, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.
6. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect.
7. The execution and delivery of the Bonds, the 2000 A O&M Agreement, the Deed of Trust and the Loan Agreement and the consummation of the transactions contemplated by the Bonds, the 2000 A O & M Agreement, the Deed of Trust, and the Bond Legislation, and the carrying out of the terms thereof, to the best of our knowledge based upon reasonable inquiry, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.
8. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Deed of Trust, the Loan Agreement, the 2000 A O & M Agreement, the Bonds and the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the pledge of the Revenues therefore.

9. Except as otherwise noted below, the Issuer and the Company have received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges, including, without limitation, all requisite orders, consents, certificates and approvals from The County Commission of Kanawha County, the Council and the Public Service Commission of West Virginia (the "Commission"), and the Issuer and the Company have taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges.

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

Very truly yours,



STEPTOE & JOHNSON PLLC

6.24.09
746170.00001

5195710

WALTON S. SHEPHERD, III

ATTORNEY AT LAW

P.O. BOX 13249

SISSONVILLE, WV 25360-0249

e-mail: wsshepherd@verizon.net

FAX (304) 984-3307

PHONE (304) 984-3306

FINAL TITLE OPINION

**WATER PROJECTS
INFRASTRUCTURE FUND FINANCING**

June 29, 2009

Ms. Angela Chestnut, P.E., Executive Director
West Virginia Infrastructure and Jobs Development Council
300 Summers Street, Suite 980
Charleston, West Virginia 25301

Re: Kanawha County Regional Development Authority and
West Virginia American Water

Upper Fishers Branch/Guthrie Water Main Extension
Alternate Line-C and Line-D

Dear Ms. Chestnut:

I represent Terradon Corporation with regard to a proposed project to construct the Uppers Fishers Branch/Guthrie Water Main Extension (the "Project"), and provide this final title report on behalf of Kanawha County Regional Development Authority and West Virginia American Water to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") with regard to the Infrastructure Fund financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the Kanawha County Regional Development Authority is a duly created and existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the Bureau for Public Health.

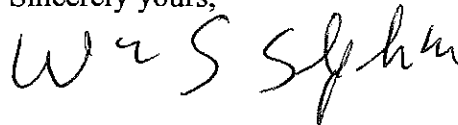
2. That the Kanawha County Regional Development Authority has obtained approval for all necessary permits and approvals for the construction of the Project.

3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Terradon Corporation, the consulting engineers for the Project.

4. That I have examined the records on file in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, the county in which the Project is to be located, and in my opinion Kanawha County Regional Development Authority has acquired legal title or such other estate or interest in the necessary site components for the Project sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

5. That all deeds or other documents which have been acquired to date by Kanawha County Regional Development Authority have been duly recorded in the aforesaid Clerk's Office in order to protect the legal title of Kanawha County Regional Development Authority.

Sincerely yours,

A handwritten signature in black ink, appearing to read "W S Shepherd III". The signature is written in a cursive, flowing style.

Walton S. Shepherd, III

WSS/db



1600 LAIDLEY TOWER • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

June 29, 2009

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

West Virginia-American Water Company
Charleston, West Virginia

Regional Development Authority of Charleston- Kanawha
County, West Virginia Metropolitan Region
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We have served as counsel to West Virginia-American Water Company, a West Virginia corporation (the "Company"), in connection with a Revised Master Operation and Maintenance Agreement, as revised and amended from time to time, dated January 6, 2000, by and between the Issuer and the West Virginia-American Water Company (the "Company"), the 2000 A Operation and Maintenance Agreement, dated January 6, 2000, as revised and amended from time to time, including, without limitation, the First Amendment to 2000A Operation and Maintenance Agreement, dated May 14, 2009, by and between the Issuer and the Company (collectively with the Revised Master Operation and Maintenance Agreement, the "2000 A O&M Agreement"), whereby the Issuer and the Company have agreed that certain additional facilities to be constructed in the future, including two alternate main line extensions of water service and other associated facilities in the Upper Fisher Branch and Guthrie areas of Kanawha County, together with all appurtenant

facilities (collectively, the "Series 2009 B Facilities"), should be acquired, constructed, equipped, operated, maintained, repaired and replaced by the Company. The above-captioned Bonds (the "Bonds") are being issued by the Issuer under Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 18, 2009, as supplemented by the Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation"), for the purposes of (i) paying a portion of the costs of acquisition and construction of additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Bonds and related costs. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation when used herein.

In connection with this opinion, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the Articles of Incorporation, a Certificate of Existence and the By-laws of the Company, and all amendments thereto, the 2000 A O & M Agreement, and such other records, instruments, agreements, certificates (including, without limitation, certificates of public officials and of officers of the Company) and other documents (collectively, the "Documents"), and have conducted such investigations of law, as we have deemed necessary for purposes of rendering this opinion. We have assumed the authenticity of the Documents submitted to us as originals, the conformity to originals of the Documents submitted to us as copies and the due authorization, execution and delivery of the Documents by all other parties thereto, if any. As to factual matters necessary for rendering our opinions herein, we have relied upon certificates of the Company with respect thereto without independently verifying the same.

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

1. The Company is a corporation duly created, validly existing and in good standing under the laws of the State of West Virginia, is qualified to do business in the State of West Virginia, and has full power and authority to execute and deliver the Documents to which the Company is a party and to undertake and perform its obligations thereunder.

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

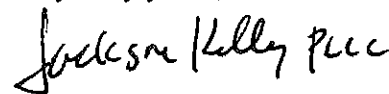
3. To our knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the Company, wherein an unfavorable decision, ruling or finding would materially

adversely affect the Company or the financial condition or operations of the Company, or the transactions contemplated by the Documents to which the Company is a party, or which would materially adversely affect the Documents to which the Company is a party.

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

5. The Issuer and the Company have received the Commission Orders of the Public Service Commission of West Virginia entered on April 4, 2007, and on May 14, 2009, in Case No. 06-1858-W-PC-CN granting a certificate of public convenience and necessity for the construction of the Project, approving the total cost of the Project, approving the financing therefore, and approving the revision of the 2000 A O&M Agreement to provide for the payment of a use fee by the Company to the Issuer which shall be applied by the Issuer to the payment of debt service on the Bonds.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jackson Kelly PLLC", written in a cursive style.

JACKSON KELLY PLLC

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. SIGNATURES AND DELIVERY
12. BOND PROCEEDS
13. PUBLICATION AND PUBLIC HEARING ON BOND
ORDINANCE
14. NO FEDERAL GUARANTY
15. SPECIMEN BONDS
16. CONFLICT OF INTEREST
17. COMPLIANCE WITH WEST VIRGINIA JOBS ACT
18. EXECUTION OF COUNTERPARTS

We, the undersigned PRESIDENT and EXECUTIVE SECRETARY of the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region, a public corporation and county development authority of the State of West Virginia (the "Issuer"), and the undersigned Special Project Counsel to the Issuer, hereby certify this 18th day of June, 2009 in connection with the \$167,300 Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined shall have the same meaning as set forth in the Bond Ordinance of the Issuer duly enacted June 18, 2009, and a Supplemental Resolution duly adopted June 18, 2009 (collectively, the "Bond Legislation").

2. NO LITIGATION: No action, suit, inquiry, investigation, litigation, controversy or proceeding is pending against or affecting the Issuer or to our knowledge threatened against the Issuer in any court or administrative or governmental body or arbitration board contesting or affecting the due organization and valid existence or power of the Issuer or the title of its officers to

their respective offices or the validity, due authorization and execution of the documents relating to the Bonds (the "Bond Documents") or the enactment of the Bond Legislation, or attempting to limit, enjoin or otherwise affect, restrict or prevent the Issuer from executing, delivering or issuing the Bonds or constructing the Series 2009 B Facilities or otherwise performing the transactions contemplated in the Bond Documents, or functioning and collecting Revenues pledged to the payment of the Bonds and other income, or which would adversely affect the validity or enforceability of the Bond Documents or any other document, instrument or agreement in connection therewith.

3. GOVERNMENTAL APPROVALS AND BIDDING: Except as otherwise noted below, the Issuer and the Company have received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges, including, without limitation, all requisite orders, consents, certificates and approvals from The County Commission of Kanawha County, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia (the "Commission"), and the Issuer and the Company have taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer and the Company have received the Commission Order of the Public Service Commission of West Virginia entered on May 14, 2009, in Case No. 06-1858-W-PC-CN granting a certificate of public convenience and necessity for the construction of the Project, approving the total cost of the Project, approving the financing therefore, and approving the revision of the 2000 A O&M Agreement to provide for the payment of a use fee by the Company to the Issuer which shall be applied by the Issuer to the payment of debt service on the Bonds. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the Official West Virginia Code of 1931, as amended, which bids remain in full force and effect. Special Project Counsel makes no representation as to the last two sentences in this paragraph number 3.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval and execution and delivery by the Issuer of the Loan Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement entered into between the Issuer and the Authority.

There is currently outstanding the following indebtedness of the Issuer with respect to the System: (i) Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds"), (ii) Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds"), (iii) Waterworks Revenue Bonds, Series 2005 A (Taxable), dated June 28, 2005, issued in the original aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"), and (iv) Waterworks Revenue Bonds, Series 2009 A (Taxable), dated April 16, 2009, issued in the original aggregate principal amount of \$162,000 (the "Series 2009 A Bonds"). The Series 2009 B Bonds and the Series 2000 A Bonds will be secured by and payable from the Revenues payable by the Company to the Issuer under the 2000 A O & M

Agreement. The Series 2009 B Bonds will be issued on a parity with respect to lien on and source of and security for payment with the Series 2000 A Bonds. The Series 2000 B Bonds are not payable from or secured by the Revenues payable by the Company to the Issuer under the 2000 A O&M Agreement. The Series 2005 A Bonds and Series 2009 A Bonds are payable from and secured by Surcharges and Surplus Revenues (as such terms are defined in the Prior Ordinances). The Series 2000 A Bonds, the Series 2000 B Bonds, the Series 2005 A Bonds and the Series 2009 A Bonds may be collectively referred to herein from time to time as the "Prior Bonds".

The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Holders of the Series 2000 A Bonds to the issuance of the Series 2009 B Bonds on a parity with the Series 2000 A Bonds.

Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by the revenues or assets of the System. The Issuer is in compliance with the terms and provisions of the Prior Ordinances and no default exists with respect to the Prior Bonds.

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

Bond Ordinance

Supplemental Resolution

Deed of Trust, Security Agreement and Fixture Filing

Loan Agreement

Public Service Commission Orders

Infrastructure Council Approval

Specimen Bond

County Commission Order Creating Issuer

County Commission Orders Appointing Current Members of Issuer

Minutes of 2009 Organizational Meeting of Issuer

Oaths of Office of Current Members of Issuer

Bylaws of Issuer

Minutes on Adoption of Bond Ordinance and Supplemental Resolution

Affidavit of Publication of Abstract of Bond Ordinance and
Notice of Public Hearing

Series 2000 A O&M Agreement, as Amended

Consent of Water Development Authority

Health Permit

Prior Bond Ordinances

6. INCUMBENCY AND OFFICIAL NAME: The proper name of the Issuer is "Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region," and the Issuer is a public corporation and county development authority with perpetual existence, with a principal office situate in the City of Charleston, Kanawha County, West Virginia. Each of the following persons has been duly appointed to the Board of the Issuer by The County Commission of Kanawha County and each member was, at the time of such appointment, and presently is, duly qualified, authorized and acting in accordance with the provisions of West Virginia law for such office, for a term of office expiring on the date set opposite his or her name below:

<u>Name</u>	<u>Date of Termination of Office</u>
Charles Armstrong	06/30/2011
Charles Blair, II	12/31/2010
Damron Bradshaw	12/31/2010
Dick Calloway	12/31/2010
Rusty Casto	06/30/2011
Larry Conley	12/31/2010
Essie Ford, Jr.	12/31/2010
Dan Holloran	12/31/2010
James Hudnall	12/31/2010
Frank Mullens	12/31/2010
Bob Ore	12/31/2010
Bill Pauley	06/30/2011
Mike Reed	12/31/2010
Mike Clowser	06/30/2010
W. Kent Carper	12/31/2012
K.E. Poodle Thomas	12/31/2010
Jack Yeager	06/30/2009
James Higgins	12/31/2010
Ann Neese	06/30/2009

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

President	-	Damron Bradshaw
Vice President	-	Larry Conley
Treasurer	-	Billy L. Pauley
Executive Secretary	-	David Armstrong

The duly appointed and acting special project counsel to the Issuer is Steptoe & Johnson PLLC, Charleston, West Virginia.

The aforesaid have duly taken the prescribed oaths of office and have duly filed any bonds required by law.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition, construction, operation and maintenance of the Series 2009 B Facilities have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds. Special Project Counsel makes no representation as to this paragraph number 7.

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 acquisition, construction, operation and financing of the Series 2009 B Facilities were authorized or adopted at regular or special meetings of the Issuer duly and regularly called and held pursuant to the By Laws of the Issuer 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 Board of the Issuer was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation is being acquired. Special Project Counsel makes no representation as to this paragraph number 9.

10. LOAN AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event

affecting the Issuer has occurred since the date of the Loan Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the Loan Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

11. SIGNATURES AND DELIVERY: On the date hereof, the undersigned President did officially sign all of the Bonds of the aforesaid issue, all dated the date hereof by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon each of said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the Loan Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

12. BOND PROCEEDS: On the date hereof, the Issuer received the first advance of the proceeds of the Bonds from the Authority in the amount of \$52,242.00. The Issuer will requisition on a monthly basis the remaining proceeds of the Bonds in order to pay costs of the Project as the acquisition, construction and equipping thereof progresses.

13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Issuer to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the Charleston Gazette a newspaper published and of general circulation in Kanawha County, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Commission at the public hearing held at a public meeting of the Issuer on the 18th day of June, 2009, at 12:00 pm, in the County Commission Meeting Room of the Kanawha County Courthouse and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the Secretary of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Board of the Issuer and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

14. NO FEDERAL GUARANTY: The Bonds are not and will not be, in whole or part, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

15. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Bond.

16. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Legislation and/or the Series 2009 B Facilities, 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.

17. 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 Council and 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 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 Issuer is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

18. LETTER OF CREDIT: On the date hereof, upon the delivery of the Bonds, the Letter of Credit shall be delivered to the Commission to fund the Series 2009 A Bonds Reserve Account.

19. GRANTS: As of the date hereof, the grant from the West Virginia Infrastructure and Jobs Development Council in the amount of \$126,500, the grant from The County Commission of Kanawha County and the contribution from the Company in the amount of \$19,000 are committed for the Project.

20. EXECUTION OF COUNTERPARTS: This document may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures and the official seal of the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

DB Bradshaw

President

Don A. Combs

Executive Secretary

Stephen Z. Allen LLC

Special Project Counsel to Issuer

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF
WEST VIRGINIA-AMERICAN WATER COMPANY ON:

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

The undersigned VICE PRESIDENT of WEST VIRGINIA-AMERICAN WATER COMPANY, a corporation located within and incorporated under the laws of the State of West Virginia (the "Company"), HEREBY CERTIFIES this 29th day of June, 2009 in connection with the authorization, execution and delivery of a Revised Master Operation and Maintenance Agreement, dated January 6, 2000, by and between the Regional Development Authority of Charleston- Kanwha County, West Virginia Metropolitan Region (the "Issuer") and the Company, and 2000 A Operation and Maintenance Agreement, as revised and amended from time to time, dated January 6, 2000, by and between the Issuer and the Company (collectively with the Revised Master Operation and Maintenance Agreement, the "2000 A O&M Agreement"), relating to the acquisition, construction and equipping of the Project and the subsequent operation, maintenance, repair and replacement of the Series 2009 B Facilities, pursuant to a Bond Ordinance of the Issuer enacted June 18, 2009, as supplemented by a Supplemental Resolution of the Issuer adopted June 18, 2009 (collectively, the "Bond Legislation") authorizing the Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) in the total aggregate principal amount of \$167,300 (the "Series 2009 B Bonds"), to be issued to the West Virginia Water Development Authority (the "Authority"), all capitalized terms used herein and not otherwise defined herein to have the same meanings set forth in the Bond Legislation, as follows:

1. INCUMBENCY AND SIGNATURES: The undersigned is and was at all relevant times the duly elected, qualified and serving Vice President of the Company, duly elected or appointed by the Board of Directors of the Company, and is familiar with the terms of the

transactions described in the Documents, herein defined. Set forth below is my true and genuine signature.

2. DUE INCORPORATION AND GOOD STANDING: The Company is a corporation duly created, validly existing and in good standing under the laws of the State of West Virginia, duly authorized to conduct its affairs and transact business in the State of West Virginia, and is not prohibited by any provision of its Articles of Incorporation or By-Laws from conducting its business described in, or effectuating the transactions contemplated in, the 2000 A O & M Agreement and the other Documents, herein defined.

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

Certified copy of Certificate of Existence

Orders of the Public Service Commission of West Virginia

2000 A O & M Agreement

4. AUTHORIZATION FOR EXECUTION AND DELIVERY OF DOCUMENTS: The Company has full and all requisite right, power and authority to own and operate its properties, to carry on its business as now conducted, to execute, deliver and carry out and perform the terms, obligations and conditions set forth in the Documents.

5. EXECUTION, DELIVERY AND VALIDITY OF AGREEMENT. The 2000 A O & M Agreement has been duly authorized, executed and delivered by the Company and on its behalf by duly chosen, qualified and acting officers of the Company, has not been altered, modified or otherwise amended and is in full force and effect as of the date hereof. The 2000 A O & M Agreement constitutes a valid and legally binding agreement and obligation of the Company enforceable in accordance with its terms, except (i) as the same shall be subject to limitations upon the right to obtain judicial orders requiring specific performance or granting injunctive relief, (ii) as may be limited by the laws of bankruptcy, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally, and (iii) as enforceability of indemnity provisions contained therein may be limited under applicable laws or may be against public policy. The execution and delivery of the 2000 A O & M Agreement by the Company and the compliance with the provisions thereof will not conflict with, result in a breach of the terms, conditions or provisions of or constitute a default under, or result in the creation or any imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the Articles of Incorporation or By-laws of the Company or the terms of any indenture, mortgage, deed of trust, loan agreement, undertaking or other agreement, document or instrument to which the Company is a party or bound or to which any of the property or assets of the Company are subject, nor will such action

conflict with, result in a material breach of, constitute a default under or result in a violation of any statute, law, ordinance, judgment, ruling, decree, order, rule or regulation to which the Company is subject or to which any of its properties are subject or which is applicable to the transactions described herein; and no consent, certificate, approval, authorization, order, registration, exemption or qualification of or with any court or any regulatory authority or any governmental authority or body is required for the execution and delivery of the 2000 A O & M Agreement by the Company or in connection with the Project, the 2000 A O & M Agreement or the transactions contemplated thereby, except those already obtained.

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

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

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

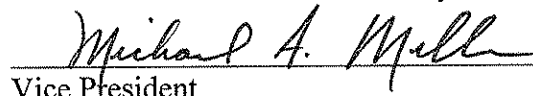
9. PUBLIC SERVICE COMMISSION ORDERS: The Issuer and Company have received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges, including, without limitation, all requisite orders, consents, certificates and approvals from The County Commission of Kanawha County, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, and the Issuer and the Company have taken any other action required for the imposition of such rates and charges. The Issuer and the Company have received the Orders of the Public Service Commission of West Virginia entered on April 4, 2007 and on May 14, 2009, in Case No. 06-1858-W-PC-CN granting a certificate of public convenience and necessity for the construction of the Project, approving the total cost of the Project, approving the financing therefore,

and approving the revision of the 2000 A O&M Agreement to provide for the payment of a use fee by the Company to the Issuer which shall be applied by the Issuer to the payment of debt service on the Bonds.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, I have hereunto set my hand on the day and year first written
above.

WEST VIRGINIA-AMERICAN WATER COMPANY


Vice President

ATTEST:


Secretary

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

ENGINEER'S CERTIFICATE

I, Mark A. Sankoff, Registered Professional Engineer, West Virginia License No. 10615, of West Virginia-American Water Company, Charleston, West Virginia (the "Company"), hereby certify this 29th day of June, 2009 as follows:

1. My company is engineer for the acquisition and construction of additions, betterments and improvements to the existing public waterworks system (the "Project") of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), to be constructed in Kanawha County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the meanings set forth in the Bond Ordinance enacted by the Issuer on June 18, 2009, as supplemented by Supplemental Resolution duly adopted on June 18, 2009 and the loan agreement, by and between the Issuer and the West Virginia Water Development Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated June 29, 2009 (the "Loan Agreement").

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by the Company and approved by the Bureau for Public Health and the Public Service Commission of West Virginia and any change orders approved by the Issuer and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 40 years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing as set forth in the Schedule B attached hereto as Exhibit A and the Company has ascertained that all successful bidder(s) have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidder(s) received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the

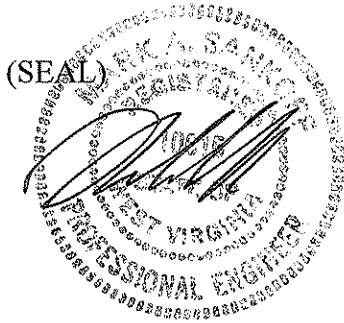
Bureau for Public Health and the Public Service Commission of West Virginia and the bid form(s) provided to the bidders contain all critical operational components of the Project; (vi) the successful bid(s) include prices for every item on such bid form(s); (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System, (ix) as of the effective date thereof, in reliance upon the certificate of the Issuer's certified public accountant, Michael D. Griffith, CPA, of even date herewith, all Revenues of the Issuer received from the West Virginia American Water Company (the "Water Company") under and pursuant to the Revised Master Operation and Maintenance Agreement, dated January 6, 2000, by and between the Issuer and the Water Company, and 2000 A Operation and Maintenance Agreement, as revised and amended from time to time, dated January 6, 2000, by and between the Issuer and the Water Company (collectively with the Revised Master Operation and Maintenance Agreement, the "2000 A O&M Agreement"), will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project set forth in the Schedule B attached hereto; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

4. Prior to the advancement of any additional funds beyond closing by the Issuer, I will verify that all successful bidders have made the required provisions for all insurance and payment and performance bonds and I will verify such insurance policies and bonds for accuracy. Prior to the advancement of any additional funds beyond closing by the Issuer, I will review the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, and verify that such surety bonds and policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act and the Bond Legislation; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

5. The Project will serve 19 new customers in the Guthrie area of Kanawha County, West Virginia.

[Remainder of Page Intentionally Blank]

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



West Virginia-American Water Company

A handwritten signature in black ink, appearing to read "Mark A. Sankoff", written over a horizontal line.

Mark A. Sankoff, P.E.

West Virginia License No. 10615

(Schedule B)

[Attached Hereto]

Upper Fishers Branch / C and D Water Main Extension

Project Budget - WVHDC Schedule B

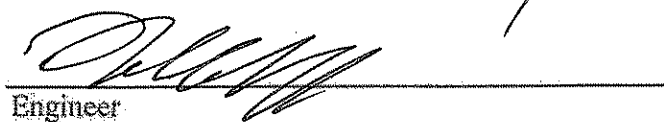
6/24/09

Final Total Cost of Project, Sources of Funds, and Cost of Financing

A. Costs of Project	TOTAL	IJDC	KCC	WVAWC
Construction Cost	\$ 357,028	\$ 283,500	\$ 73,528	\$ -
Engineering Cost				
Planning	\$ -	\$ -	\$ -	\$ -
Design	\$ -	\$ -	\$ -	\$ -
Construction	\$ 17,000	\$ -	\$ -	\$ 17,000
Legal Cost				
Project Attorney	\$ -	\$ -	\$ -	\$ -
Right-of-Ways	\$ -	\$ -	\$ -	\$ -
PSC Attorney	\$ 10,000	\$ -	\$ 9,000	\$ 1,000
Administrative Cost	\$ 10,000	\$ -	\$ 10,000	\$ -
Accounting	\$ 2,000	\$ -	\$ 2,000	\$ -
Site, Easements and ROW Cost				
Land Acquisition Costs	\$ -	\$ -	\$ -	\$ -
Easement Costs	\$ 1,000	\$ -	\$ -	\$ 1,000
Contingency	\$ 5,472	\$ -	\$ 5,472	\$ -
Sub Total	\$ 402,500	\$ 283,500	\$ 100,000	\$ 19,000
B. Financing Costs				
Reserves	\$ -	\$ -	\$ -	
Capitalized Interest	\$ -	\$ -	\$ -	
Registrar	\$ 500	\$ 500	\$ -	\$ -
Bond Counsel	\$ 10,000	\$ 10,000	\$ -	\$ -
Cost of Financing	\$ 10,500	\$ 10,500	\$ -	\$ -
Total Cost of Project	\$ 413,000	\$ 294,000	\$ 100,000	\$ 19,000
C. Sources of Funds				
State Grant IJDC	\$ 126,700	\$ 126,700		
Federal Grants	\$ -			
Other Grant KCC	\$ 100,000		\$ 100,000	
Other Grant WVAWC	\$ 19,000			\$ 19,000
Total Grants	\$ 245,700	\$ 126,700	\$ 100,000	\$ 19,000
Amount Needed From Bonds Proceeds	\$ 167,300	\$ 167,300	\$ -	\$ -


Regional Development Authority of Kanawha County

6.26.09
Date


Engineer

6/25/09
Date



June 29, 2009

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Regional Development Authority of Charleston- Kanawha
County, West Virginia Metropolitan Region
Charleston, West Virginia

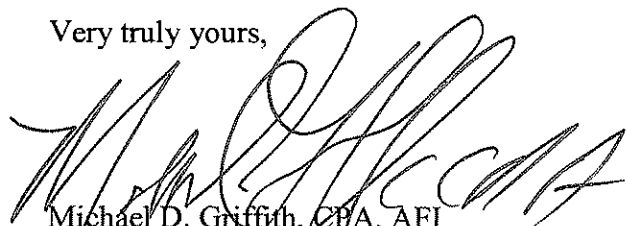
West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the use fee payments to be made by the West Virginia American Water Company (the "Company") to the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer"), under the Revised Master Operation and Maintenance Agreement, dated January 6, 2000, by and between the Issuer and the Company, and the 2000 A Operation and Maintenance Agreement, as revised and amended from time to time, dated January 6, 2000, by and between the Issuer and the Company (collectively with the Revised Master Operation and Maintenance Agreement, the "2000 A O&M Agreement"), it is my opinion that such payments will be sufficient, so long as such payments are made, to provide revenues which will be sufficient to pay 100% of the maximum amount required in any year for debt service on the Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), to be issued to the West Virginia Water Development Authority on the date hereof (the "Series 2009 B Bonds").

Very truly yours,



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

MDG/dk

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

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

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of \$167,300 Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, dated June 29, 2009 (the "Bonds" or the "Series 2009 B Bonds"), hereby certifies this 29th day of June, 2009 as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Ordinance duly enacted by the Issuer on June 18, 2009, as supplemented by Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Ordinance"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on June 29, 2009, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2009 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2009 B Bonds were sold on June 29, 2009, to the Authority, pursuant to a loan agreement dated June 29, 2009, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of \$167,300 (100% of par), at which time, the Issuer received \$52,242 from the Authority and the Council, being the first advance of the principal amount of the Series 2009 B Bonds. No accrued interest has been or will be paid on the Series 2009 B Bonds. The balance of the principal amount of the Series 2009 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

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

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

8. The total cost of the Project, a portion of which is financed from the proceeds of the Bonds (including all costs of issuance of the Bonds), is estimated at \$413,000. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2009 B Bonds	\$167,300
WV Infrastructure and Jobs Development Council Grant	126,700
Kanawha County Commission Contribution	100,000
West Virginia American Water Company Contribution	<u>19,000</u>
Total Sources	\$413,000

USES

Costs of Acquisition and Construction of the Project	\$402,500
Costs of Issuance	<u>10,500</u>
Total Uses	\$413,000

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

- (1) Revenue Fund (established by Prior Ordinances);

(2) Renewal and Replacement Fund (only in the event the 2000 A O&M Agreement is terminated);

(3) Series 2009 B Bonds Construction Trust Fund;

(4) Series 2009 B Bonds Sinking Fund; and

(5) Series 2009 B Bonds Reserve Account (only in the event the 2000 A O&M Agreement is terminated);

10. Pursuant to Article VI of the Bond Ordinance, the balance of the proceeds of the Series 2009 B Bonds remaining after payment of the costs of issuance thereof will be deposited in the Series 2009 B Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2009 B Bonds and related costs.

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

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 seven (7) months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2009 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within ten (10) months from the date of issuance thereof.

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

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

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

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

19. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

20. The Issuer shall use the Bond proceeds solely for the costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

21. The Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Ordinance authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain governmental bonds.

23. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

24. 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.

25. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

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

[Remainder of Page Intentionally Left Blank]

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

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION

By: DB Bradshaw
Its: President

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTOWN-
KANAWHA COUNTY WEST VIRGINIA METROPOLITAN REGION

WATER REVENUE BONDS, SERIES 2009 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

THE UNDERSIGNED OFFICER OF PNC BANK, NATIONAL ASSOCIATION, PITTSBURGH, PENNSYLVANIA (THE "BANK") HEREBY CERTIFIES IN CONNECTION WITH THE ISSUANCE BY THE BANK OF ITS LETTER OF CREDIT NO. 18111665-00-000, DATED JUNE 29, 2009, IN THE AMOUNT OF US\$11,970.00 (THE "LETTER OF CREDIT"), FOR THE ACCOUNT OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTOWN-KANAWHA COUNTY WEST VIRGINIA METROPOLITAN REGION (THE "ISSUER") FOR AND ON BEHALF OF THE BANK AS FOLLOWS:

1. THE BANK IS A NATIONAL BANKING ASSOCIATION UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND IS ABLE TO DO BUSINESS IN THE STATE OF WEST VIRGINIA WITH THE POWER AND AUTHORITY TO ISSUE AND DELIVER THE LETTER OF CREDIT UNDER APPLICABLE PROVISIONS OF LAW.
2. THE LETTER OF CREDIT HAS BEEN DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE BANK.
3. THE BANK HAS BEEN INFORMED THAT THE LETTER OF CREDIT IS PROVIDED TO FUND THE SERIES 2009 B BONDS RESERVE ACCOUNT AND SECURE THE PAYMENT OF UP TO US\$11,970.00, WHICH WE ARE ADVISED IS EQUAL TO TWO YEAR'S DEBT SERVICE ON THE ISSUERS WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 29, 2009. THE LETTER OF CREDIT HAS BEEN DELIVERED BY THE BANK PURSUANT TO AN APPLICATION FOR IRREVOCABLE STANDBY LETTER OF CREDIT DATED JUNE 29, 2009.

IN WITNESS WHEREOF, PNC BANK, NATIONAL ASSOCIATION HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY A DULY AUTHORIZED OFFICER, THIS 29TH DAY OF JUNE 2009.

PNC BANK, NATIONAL ASSOCIATION

BY: 
AUTHORIZED OFFICER

WV MUNICIPAL BOND COMMISSION

1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORMDate of Report: 29-Jun-09

ISSUE: Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region
Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund)

ADDRESS: 407 Virginia Street East, Charleston, WV 25301 COUNTY: Kanawha

PURPOSE OF ISSUE:New Money: x

Refunding: _____

REFUNDS ISSUE(S) DATED: NAISSUE DATE: 29-Jun-09CLOSING DATE: 6.29.09ISSUE AMOUNT: \$167,300RATE: 0%1ST DEBT SERVICE DUE: 3.1.20101ST PRINCIPAL DUE 3.1.20101ST DEBT SERVICE AMOUNT \$1,495.25PAYING AGENT: Municipal Bond Commission**BOND COUNSEL:**

Firm: Steptoe & Johnson PLLC
Contact: John Stump, Esquire
Phone: 304.353.8196

UNDERWRITERS COUNSEL

Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: 304.340.1318

CLOSING BANK:

Bank: United Bank, Inc.
Contact: Kathy Smith
Phone: 304.348.8427

ESCROW TRUSTEE:

Firm: _____
Contact: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT

Contact: David Armstrong
Position: Planning Director
Phone: 304.357.0570

OTHER:

Agency: West Virginia Infrastructure & Jobs
Development Council
Contact: Angela Chestnut, P.E.
Position: Executive Director
Phone: 304.558.4607

DEPOSITS TO MBC AT CLOSE

By: _____	Wire _____	Accrued Interest: \$ _____
_____	Check _____	Capitalized Interest: \$ _____
_____	_____	Reserve Account: \$ _____
_____	_____	Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE

By: _____	Wire _____	To Escrow Trustee \$ _____
_____	Check _____	To Issuer \$ _____
_____	IGT _____	To Cons. Invest. Fund \$ _____
_____	_____	To Other: _____ \$ _____

NOTES: Series 2009 B Bonds Reserve Account to be funded by Letter of Credit.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS REQUIRED: _____

TRANSFERS REQUIRED: _____

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

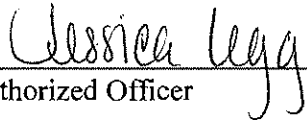
Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

UNITED BANK, INC., Charleston, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance duly enacted by the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer") on June 18, 2009, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2009 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated June 29, 2009, in the principal amount of \$167,300 (the "Bonds"), and agrees to serve as Depository Bank in connection with such Bonds, all as set forth in said Bond Legislation.

WITNESS my signature on this 29th day of June, 2009.

UNITED BANK, INC.



Authorized Officer

6.25.09
746170.00001

5196876

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

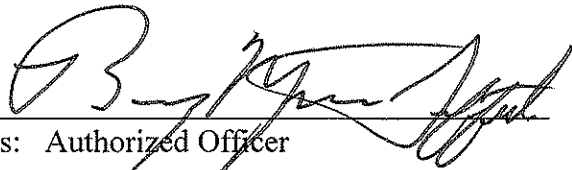
Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated June 29, 2009, issued in the principal amount of \$167,300 (the "Bonds"), and agrees to perform all duties of Registrar in connection with such Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 29th day of June, 2009.

THE HUNTINGTON NATIONAL BANK

By: 

Its: Authorized Officer

6.24.09
746170.00001

5196894

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

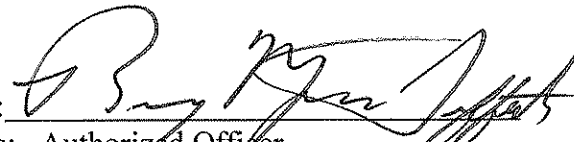
Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement in connection with the above-captioned bond of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), of the Issuer, dated June 29, 2009, in the principal amount of \$167,300, numbered BR-1, was registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 29th day of June, 2009.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

6.24.09
746170.00001

5196900

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION

Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 29th day of June, 2009, by and between the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON- KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public corporation and county development authority of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$167,300 principal amount of Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund), dated the date hereof, in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted June 18, 2009, and a Supplemental Resolution of the Issuer duly adopted June 18, 2009 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and

duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

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

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

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

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

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

ISSUER: Regional Development Authority of Charleston- Kanawha
County, West Virginia Metropolitan Region
407 Virginia Street East
Charleston, West Virginia 25301
Attention: President

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate, register and deliver the Bonds in accordance with the Bond Legislation.

9. This document may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute but one and the same document.

[Remainder of Page Intentionally Left Blank]

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 date first written above.

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON- KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION

By: DB Bradshaw
Its: President

THE HUNTINGTON NATIONAL BANK

By: [Signature]
Its: Authorized Officer

EXHIBIT A

Bond Legislation included in transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

THIS REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("Revised Master O&M Agreement") is made as of this 6th day of January, 2000, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

W I T N E S S E T H:

WHEREAS, Company and KCRDA, by Agreements submitted to the Public Service Commission of West Virginia ("Commission") as a part of a Joint Application filed with the Commission on January 15, 1999, as amended on August 3, 1999 (the "Joint Application"), requested approval for the Company or KCRDA to acquire the water utility assets of Big Sandy Water Public Service District, Chelyan Public Service District, Elk Two-Mile Public Service District, Guthrie Public Service District and Riverside Public Service District, public service districts organized and existing under the provisions of Chapter 16, Article 13A of the West Virginia Code (collectively, the "Districts"); and

WHEREAS, prior to January 7, 1999, and pursuant to operation and maintenance agreements with KCRDA and with several of the Districts previously approved by the Commission and identified in Exhibit 1 hereto ("Prior Agreements"), the Company provided potable water and water utility services and operated, maintained, repaired and replaced the water distribution facilities of KCRDA and several of the Districts (collectively, the "Prior Facilities");

WHEREAS, the Company and KCRDA entered into a Master Operation and Maintenance Agreement dated January 7, 1999, as amended by a First Amendment to Master

Operation and Maintenance Agreement dated October 20, 1999 (collectively, "Master O&M Agreement") approved by the Commission in Commission Orders dated September 22, 1999 and November 17, 1999 (collectively, the "Commission Orders"), which Master O&M Agreement, on the occurrence of the conditions precedent stated therein, superseded the Prior Agreements and further provided that the Company would operate, maintain, repair and replace certain additional facilities to be constructed under the "Kanawha County Project" defined and more fully described therein and herein; and

WHEREAS, the Commission Orders authorized the Company, KCRDA and the County Commission of Kanawha County, West Virginia (the "County Commission," and together with the Company and KCRDA, the "Joint Applicants") to implement the Kanawha County Regional Water Supply Plan (the "Kanawha County Project"), a plan designed to bring quality potable water at reasonable rates to the citizens of Kanawha County and to develop and advance the business prosperity, health and economic welfare of the citizens of Kanawha County; and

WHEREAS, under the Kanawha County Project, the Joint Applicants agreed (i) that the Company or KCRDA would acquire all or portions of the water utility assets of the Districts; (ii) that the Joint Applicants would cooperate on the construction of certain water distribution, transmission and storage facilities under a joint public/private partnership arrangement; and (iii) that KCRDA, upon request of County Commission, would serve as the public agency in connection with the construction of certain public water facilities under the Kanawha County Project, including applying for grants, executing loan applications, approving and making certain payments for construction, receiving bids, awarding contracts, constructing

water utility facilities, processing bills and owning any water utility facilities constructed with public grants, loans or other funding; and

WHEREAS, under the Kanawha County Project, there are specific portions that are to be acquire or constructed and owned by the Company ("Company Facilities") and specific portions that are to be constructed and owned by KCRDA ("KCRDA Facilities"), each of which were identified in Exhibit 1 to the Joint Application; and

WHEREAS, following completion of construction by Company of the Company Facilities, the Company Facilities, the water utility assets acquired by Company from Districts and other Company water utility facilities, all of such facilities having been described on Exhibit 9 to the Joint Application (collectively the "IDB Property"), will be conveyed by Company to County Commission pursuant to the Industrial Development Bond and Commercial Development Act, W. Va. Code §§13-2C-1, et seq. (the "Bond Act") in exchange for Industrial Development Bonds ("IDB Bonds") issued by the County Commission; and

WHEREAS, the IDB Property then held by County Commission will be leased by County Commission to Company under a Capital Lease ("Capital Lease") for a period of 40 years; and

WHEREAS, KCRDA intends to issue two series of bonds to finance a portion of the acquisition and construction of the KCRDA Facilities: (i) its Waterworks Revenue Bonds, Series 2000 A (the "2000 A Bonds"), the principal of and interest and redemption premium on which is to be supplied by the Company's payment of a use fee ("Use Fee") to KCRDA as described in the Joint Application, and the proceeds of which will be used to acquire and construct a specific portion of the KCRDA Facilities (the "Use Fee Facilities");

and (ii) its Waterworks Lease Revenue Bonds, Series 2000 B (the "2000 B Bonds," and together with the 2000 A Bonds, the "KCRDA Bonds"), the principal of and interest and redemption premium on which is to be supplied by the collection of the Surcharges (as defined below) and lease rentals to be paid by the County Commission through a lease agreement between KCRDA and the County Commission, and the proceeds of which will be used to acquire and construct the remaining portion of the KCRDA Facilities (the "County Leased Facilities"); and

WHEREAS, under the Kanawha County Project, all new customers to be served from the KCRDA Facilities and from the Company Facilities constructed as a part of the Kanawha County Project (collectively, the "Project Customers"), as well as those customers served by the Prior Facilities who had previously been paying a surcharge or other special rate under the Prior Agreements as identified on Exhibit 1 hereto, will be required to pay a surcharge of \$10.00 per month for ten (10) years or to continue to pay the surcharges required under the Prior Agreements ("Surcharges"); and

WHEREAS, the West Virginia Water Development Authority (the "WDA") is expected to issue bonds (the "WDA Bonds") and, with a portion of the bond proceeds so derived, to purchase the KCRDA Bonds; and

WHEREAS, the offering materials to be used in connection with efforts to secure bond insurance for the WDA Bonds refer to the forms of two separate operation and maintenance agreements, one by and between the Company and KCRDA for the Use Fee Facilities (the "2000 A O&M Agreement") and the other by and among the Company, KCRDA and the County Commission for the County Leased Facilities (the "2000 B O&M Agreement,"

and together with the 2000 A O&M Agreement, the "2000 O&M Agreements"), and the Joint Applicants deem it necessary that the forms of the 2000 O&M Agreements be used in order to facilitate WDA's issuance of the WDA Bonds ; and

WHEREAS, the Master O&M Agreement currently provides for the Company's operation and maintenance of the Prior Facilities and, when the Company Facilities and the KCRDA Facilities are constructed, for the Company's operation and maintenance of the Company Facilities and the KCRDA Facilities;

WHEREAS, the Company and KCRDA deem it necessary and desirable to enter into this Revised Master O&M Agreement and thereby to supersede and replace the Master O&M Agreement, in order (i) to restate the provisions of the Master O&M Agreement in this Revised Master O&M Agreement relating to the respective rights and obligations of the Company and KCRDA with respect to the operation, maintenance, repair and replacement of the Prior Facilities and, (ii) by the attachment and incorporation by reference of the 2000 O&M Agreements, to set forth the rights and responsibilities of the Company, KCRDA and the County Commission with respect to the Company's operation, maintenance, repair and replacement of the KCRDA Facilities;

WHEREAS, KCRDA has determined that the Company is the best source of potable water available to serve the Project Customers and that the Company has the experience and ability to manage and operate the KCRDA Facilities and the Prior Facilities; and

WHEREAS, upon completion of the construction of the KCRDA Facilities, the Company is prepared to assume the responsibility for operating and maintaining the KCRDA Facilities, including the obligation to pay the Use Fee for the right to use KCRDA Facilities.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Revised Master O&M Agreement and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

I. SUPERSEDING EFFECT OF REVISED MASTER REVISED O&M AGREEMENT.

A. Master O&M Agreement Superseded. This Revised Master O&M Agreement supersedes and replaces the Master O&M Agreement.

B. Operation and Maintenance of Prior Facilities. The respective rights and obligations of the Company and KCRDA with respect to the Company's operation, maintenance, repair and replacement of the Prior Facilities are set forth in the body of this Revised Master O&M Agreement.

C. Operation and Maintenance of KCRDA Facilities. Attached hereto and incorporated herein by reference as Attachments A and B, respectively, are the 2000 A O&M Agreement and the 2000 B O&M Agreement. The 2000 A O&M Agreement sets forth, among other things, the rights and responsibilities of the Company and KCRDA with respect to (i) the Company's operation, maintenance, repair and replacement of the Use Fee Facilities; (ii) KCRDA's construction of the Use Fee Facilities; (iii) the Company's payment of the Use Fee;

(iv) the collection and application of Surcharges; (v) future additions and extensions to the Use Fee Facilities; and (vi) the term of and matters relating to the termination of the Series 2000 A O&M Agreement. The 2000 B O&M Agreement sets forth, among other things, the rights and responsibilities of the Company, KCRDA and the County Commission with respect to (i) the Company's operation, maintenance, repair and replacement of the County Leased Facilities; (ii) KCRDA's construction of the County Leased Facilities; (iii) the collection and application of Surcharges; (iv) future additions and extensions to the County Leased Facilities; and (v) the term of and matters relating to the termination of the Series 2000 B O&M Agreement.

D. Relationship between Revised Master O&M Agreement and the 2000 O&M Agreements. With respect to the Use Fee Facilities and the customers to be served by the Use Fee Facilities, in the case of conflict between the provisions of the Revised Master O&M Agreement and the 2000 A O&M Agreement, the provisions of the 2000 A O&M Agreement shall prevail. With respect to the County Leased Facilities and the customers to be served by the County Leased Facilities, in the case of conflict between the provisions of the Revised Master O&M Agreement and the 2000 B O&M Agreement, the provisions of the 2000 B O&M Agreement shall prevail.

II. SUPPLY OF WATER TO CUSTOMERS SERVED BY PRIOR FACILITIES.

A. Quality and Quantity of Water. The Company agrees to provide the total water requirements of the customers served by the Prior Facilities (the "Prior Facilities Customers"), subject to the terms, conditions, undertakings, agreements, and limitations

provided in this Revised Master O&M Agreement. The water delivered to the Prior Facilities Customers shall be from Company's Kanawha Valley Treatment Plant, although initially the customers in Big Sandy and Riverside will continue to be provided water from the water systems of the Town of Clendenin and Town of Glasgow, respectively. To the extent possible, all water supplied to the Prior Facilities Customers shall be the same quality as that supplied to Company's customers in Company's Kanawha Valley District. The Prior Facilities Customers will be charged the rates and charges of Company from time to time established for Company pursuant to Chapter 24 of the West Virginia Code, as amended, plus any surcharges previously approved in the Prior Agreements or as modified and approved in the Commission Orders. Company shall be paid for the water supplied to KCRDA customers in the manner set forth in Section VII hereof.

B. Monitoring of Water Quality. Company shall monitor the water quality and be responsible for compliance with all state and federal standards for furnishing water to the public.

C. Possible Water Shortage. In the event of an extended shortage of water, or if the supply of water from Company is otherwise diminished or impaired, Company will attempt to assure that the supply of water to the Prior Facilities Customers served from Company's Kanawha Valley Treatment Plant is reduced or diminished in approximately the same proportion as the supply of the water to other customers of Company's Kanawha Valley District is reduced or diminished. Any notification given to Company's Kanawha Valley District customers of any anticipated shortage of water shall also be given to the Prior Facilities Customers.

III. COLLECTION OF THE SURCHARGE.

Subject to the terms and conditions of this Revised Master O&M Agreement, Company and KCRDA agree that Company shall be responsible for collecting such Surcharges as are imposed on the Prior Facilities Customers under Exhibit 1 as follows:

A. Company Responsibilities.

(1) Except as expressly set forth in this Revised Master O&M Agreement, the Company shall treat KCRDA customers as required by the Water Rules and the tariffs filed with the Commission by KCRDA.

(2) Company shall add the Surcharges applicable to the Prior Facilities Customers as set forth on Exhibit 1, as amended from time to time, in the amount and for the years indicated on all bills rendered to the Prior Facilities Customers. Within thirty (30) days after the end of each monthly billing cycle, Company shall remit to KCRDA all such Surcharges collected, along with a list of those Prior Facilities Customers, if any, who have failed to pay the Surcharges.

(3) Company assumes no responsibility for the payment, prompt or otherwise, by the Prior Facilities Customers of the Surcharges, but shall act solely as collecting agent for KCRDA. In the event of a partial payment of a Company bill by a Prior Facilities Customer subject to a Surcharge, the amount of such payment shall be applied first to the Surcharge and the balance, if any, shall be applied to the amount due for water service from Company or KCRDA.

(4) Surcharges shall be subject to all provisions of the Water Rules and Company and KCRDA tariffs applicable to payments for water service, including terminations

for nonpayment thereof. Company shall employ all reasonable means at its disposal consistent with its general business practices to induce the prompt payment of Surcharges.

B. KCRDA Responsibilities. KCRDA shall indemnify and hold Company harmless from and against any and all costs, liabilities or expenses, including reasonable attorney's fees, arising from, in connection with, or related to suits, actions or proceedings related to this Revised Master O&M Agreement or the erroneous collection or failure to bill Surcharges as a result of a good faith mistake on the part of Company.

C. Adjustment and Termination of Surcharge.

(1) Until such time as Surcharges have been collected by Company and remitted to KCRDA for the time required by subsection C(2) of this Section, all Prior Facilities Customers and all other applicants for service directly connecting to the Prior Facilities under this Revised Master O&M Agreement shall be assessed the monthly Surcharges as provided under this Revised Master O&M Agreement.

(2) Surcharges to Prior Facilities Customers shall terminate when the Company has collected and remitted to KCRDA total Surcharges for Prior Facilities Customers for the period specified on Exhibit 1, as amended.

IV. TERM OF THIS REVISED MASTER O&M AGREEMENT.

The term of this Revised Master O&M Agreement shall extend for forty (40) years from the date hereof and thereafter may continue in effect from year to year by mutual consent of the parties; provided, however, that Company and KCRDA may agree mutually to terminate this Revised Master O&M Agreement at any time after (i) the payment to the owners

of the IDB Bonds of the principal thereof, and redemption premium, if applicable, and interest due or to become due on the IDB Bonds, and (ii) the payment of any amounts as required under Section IX of this Revised Master O&M Agreement.

V. OPERATION AND MAINTENANCE OF PRIOR FACILITIES BY COMPANY.

A. Company to Operate. Company hereby agrees, at its cost, except as otherwise noted in this Revised Master O&M Agreement, to operate, maintain, repair, and replace (i) the Prior Facilities and (ii) all water line additions and extensions thereto made with the written approval of Company and KCRDA.

B. Replacement of Unit of Property. In the event Company, under the terms of this Revised Master O&M Agreement, is required to install, relocate or replace any "unit of property" within the Prior Facilities as defined in the Uniform System of Accounts of the National Association of Regulatory Utility Commissioners, Company shall make such installation, relocation or replacement at its cost; provided, however, that in every such instance the unit of property shall be, and remain, the property of Company (unless purchased by KCRDA from Company after termination of this Revised Master O&M Agreement as provided in Section IX hereof) and shall be properly includable in the depreciable utility plant of Company in calculating its cost of service and resulting rates.

C. Ownership of Units of Property. Company and KCRDA agree that, in those instances in which Company installs, replaces or relocates any unit of property within the Prior Facilities pursuant to the provisions of subsection B of this Section, KCRDA shall, simultaneously therewith, grant to Company a right to use all of the related rights-of-way,

easements, licenses or other property interests necessary for Company to have and own such unit of property in the location and manner in which it is installed, replaced or relocated within the Prior Facilities.

VI. PAYMENT BY COMPANY FOR USE OF KCRDA FACILITIES.

In exchange for the benefits of having Company's Kanawha Valley Treatment Plant connected to KCRDA customers through the Prior Facilities and for the other rights provided under this Revised Master O&M Agreement and the 2000 O&M Agreements, including the right to provide water to Company's customers through the Prior Facilities even after termination of the Revised Master O&M Agreement, Company will pay KCRDA a Use Fee in the amount, for the duration and in the manner stated in the 2000 A O&M Agreement.

VII. READING METERS, BILLING OF CUSTOMERS, AND PAYMENT TO KCRDA.

A. Meter Reading. All customers served directly from the Prior Facilities under this Revised Master O&M Agreement shall be the customers of KCRDA. Company shall read all meters of the Prior Facilities Customers and render bills to those customers, as agent for and on behalf of KCRDA, in a manner consistent with the meter reading and billing practices of Company employed in billing its own customers, such bills to be rendered and collected by Company on behalf of KCRDA and to be computed based on the usage of each Prior Facilities Customer at the rates of KCRDA from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended. It is the intention of Company and KCRDA that the rates of KCRDA, except for any applicable Surcharges, mirror the rates of

Company, and Company agrees to prepare and file a tariff for KCRDA to implement any such tariff changes for KCRDA at the cost of Company.

B. Bills to Prior Facilities Customers. The bills delivered to each Prior Facilities Customer on behalf of KCRDA shall reflect the amount due for the water used (such amount to be determined by applying the rates of KCRDA to the consumption of water by customers as determined by monthly or estimated meter readings) plus any Surcharge applicable to such Prior Facility Customer. Company will be entitled to collect from KCRDA on a monthly basis the total amount of revenue that Company would otherwise have been entitled to collect if it had rendered a bill to each Prior Facilities Customer at the rates and charges of Company in effect at the time. From the amount of money collected from each Prior Facilities Customer in payment of each monthly bill, Company will pay to KCRDA on a customer-by-customer basis the amount of the Surcharges approved in Company or KCRDA's tariff which is charged to Prior Facilities Customer and retain the balance. Notwithstanding the foregoing, in the event that a Prior Facilities Customer fails to pay at least the amount of the Surcharge from each bill rendered to that customer, then monies retained by Company from other KCRDA customers shall not be used to pay to KCRDA the difference between the amount of the Surcharge and the actual amount paid by that Prior Facilities Customer. Company shall be responsible for the collection of delinquent bills on behalf of KCRDA.

C. Payment to Company. Company, in consideration of the respective rights, duties, obligations, agreements, and undertakings of the parties under this Revised Master O&M Agreement, shall be entitled to receive an amount for water service rendered to

KCRDA customers equal to the consumption of each Prior Facilities Customer at Company rates from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended. A Prior Facilities Customer shall be charged a municipal B & O surcharge on his usage only if that customer resides within a municipality which imposes such a surcharge. In addition, the monthly statement to be provided to KCRDA by Company will also include the costs of any additions or extensions and related refunds, made at the cost of KCRDA under Section VIII, and the cost of any fire hydrants under Section XI installed at the cost of KCRDA.

D. Review of Accounts. KCRDA agrees to have its accountants review, at least annually, at the expense of KCRDA, the system of accounts maintained by Company for KCRDA and report the results of the review to KCRDA and Company.

VIII. FUTURE ADDITIONS TO AND FUTURE EXTENSION OF PRIOR FACILITIES.

A. Adequacy of Facilities for Future Water Use. Company and KCRDA are aware that there may be future additions and extensions to serve customers from the Prior Facilities under this Revised Master O&M Agreement. In addition to the other requirements set forth in this Revised Master O&M Agreement, KCRDA and Company hereby specifically agree that such additions and extensions will be made only if, in the opinion of Company, Company's Kanawha Valley Treatment Plant has sufficient treatment capacity and distribution and pumping facilities, including transmission and distribution mains, adequate to serve the Prior Facilities Customers and the Project Customers and if Company believes it is otherwise economically feasible to meet the total then present and anticipated needs of the Prior

Facilities Customers, the Project Customers and the other customers of Company's Kanawha Valley District.

B. Surcharges Applicable. Customers served from future additions or future extensions to the Company Facilities or the Prior Facilities that are not otherwise connected to Company facilities shall be subject to the Surcharges shown in Exhibit 1 of this Revised Master O&M Agreement.

C. Future Additions. All future additions to Prior Facilities constructed by KCRDA shall be subject to this Revised Master O&M Agreement; provided, however, that future additions to the system must be approved by Company and KCRDA.

D. Future Extensions. Customer extensions from Prior Facilities will be installed by Company. When KCRDA receives a request for a customer extension, KCRDA shall notify Company in writing within fifteen days of its receipt of said request. Company shall contract on its own behalf with the customer requesting the extension and make the installation pursuant to the Water Rules of the Commission. All customers attaching to the customer extension shall be considered customers of Company for billing purposes at the rates of Company. The customer extension shall be, without further cost or expense of any kind, the property of Company.

E. Refunds. Refunds made pursuant to the Water Rules of the Commission to customers contracting with Company pursuant to subsection D of this Section shall be the sole responsibility of Company, and the cost of such extensions, to the extent refunded or reimbursed to customers pursuant to the Commission's Water Rules, shall be properly

includable in Company's depreciable utility plant in calculating Company's cost of service and resulting rates.

IX TRANSFER TO COMPANY UPON TERMINATION OF THE REVISED MASTER O&M AGREEMENT; EXTENSION OF REVISED MASTER O&M AGREEMENT.

A. Option to Transfer or Retain. Upon the termination of this Revised Master O&M Agreement, KCRDA shall pay Company for all water delivered to Prior Facilities Customers through the termination date of this Revised Master O&M Agreement, and, at its option, KCRDA may either (i) convey all of the Prior Facilities to Company and Company agrees to accept ownership and the responsibility to operate, maintain, repair, and replace the Prior Facilities or (ii) retain the Prior Facilities and pay Company as provided in subsection B of this Section.

B. If KCRDA Retains. Upon termination of the Revised Master O&M Agreement and if KCRDA desires to retain the Prior Facilities, KCRDA agrees that it will purchase from Company at the depreciated original cost all water meters installed in the Prior Facilities at the time of such termination, all units of property installed, replaced or relocated by Company within the Prior Facilities under Section V of this Revised Master O&M Agreement and all service lines from the Prior Facilities to the Prior Facilities Customers' property lines, meter settings, and taps installed at the cost of Company and reflected on the books of Company at the time of the termination of the Revised Master O&M Agreement. Further, KCRDA agrees that, if it elects to retain the Prior Facilities upon termination of the Revised Master O&M Agreement, KCRDA will reimburse Company for any tax expense incurred by Company as a result of this Revised Master O&M Agreement, plus interest as

hereinafter provided, reduced by the tax refunds, if any, which Company may obtain as a result of the termination of this Revised Master O&M Agreement.

C. Method and Calculation of Payment to Company. Upon written notice of termination of the Revised Master O&M Agreement, Company shall, within thirty (30) days of such written notice of termination, provide to KCRDA (i) the estimate of the total of all payments for water provided by Company, (ii) the cost of all items described in subsection B of this Section, and (iii) the total accrued depreciation applicable to any of such items. If KCRDA elects to retain Prior Facilities, KCRDA agrees that it will pay to Company the total amount of the items described in subsection B of this Section over a three-year period with such payments to be made in thirty-six (36) equal monthly payments of principal, plus accrued interest at the "Prime Rate," as defined below, commencing forty-five (45) days after termination of the Revised Master O&M Agreement. The Prime Rate shall be the prime rate as shown in The Wall Street Journal being defined therein as the "base rate on corporate loans at large U.S. money center commercial banks" and reported as the "Prime Rate" under the heading "Money Rates," as those terms shall be from time to time changed. The Prime Rate shall change not more often than the first day of each calendar quarter, and for each calendar quarter it shall be determined on the last day of the preceding calendar quarter on which The Wall Street Journal is published with the aforesaid prime rate quotation. In the event that The Wall Street Journal ceases to publish such rates, the Prime Rate shall be the prime rate established by One Valley Bank, National Association, of Charleston, West Virginia, from time to time.

D. Extension of Revised Master O&M Agreement. Nothing in this Revised Master O&M Agreement shall be deemed to preclude the parties from extending the Revised Master O&M Agreement for an additional period to be mutually agreed upon by the parties.

X. INSTALLATION OF PRIVATE FIRE PROTECTION SERVICES.

Additional fire services, approved by KCRDA, may be installed by Company from the Prior Facilities, but only in accordance with the Water Rules of the Commission. Fire service will be installed by Company at the expense of the applicant and will be billed by Company to the applicant and paid by the applicant directly to Company at a rate equal to the then approved Company's private protection rate.

XI. INSTALLATION OF FIRE HYDRANTS.

Public fire protection facilities approved by County and KCRDA may be installed on Prior Facilities covered by this Revised Master O&M Agreement at the request of an appropriate governmental unit, and installation shall be made pursuant to the Water Rules of the Commission, provided that all such fire hydrants shall have a flow capability of at least 500 GPM at 20 psi residential pressure for a sustained period of time.

XII. SERVICE AREAS.

A. Company Right to Serve. Company shall be permitted to install and maintain such Company lines, pumps, tanks, or other facilities within or adjoining the service areas of KCRDA as are necessary to enjoy and fulfill its rights and obligations under this Revised Master O&M Agreement.

B. Company Customers. Except as otherwise provided in this Revised Master O&M Agreement and in the 2000 O&M Agreements, all persons residing outside of

KCRDA's water service area, as defined above, and served, either at present or in the future, by Company shall be considered customers of Company.

C. Use of KCRDA Facilities After Termination. Company shall have the right, even after termination of this Revised Master O&M Agreement, to transfer water through the Prior Facilities, and all future additions and future extensions thereto, and to serve customers who may be connected, directly or indirectly, to Company water mains, whether inside or outside KCRDA's service area, provided there is no additional expense to KCRDA.

XIII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF REVISED MASTER O&M AGREEMENT.

Company and KCRDA understand and agree that this Revised Master O&M Agreement, and the obligations of each of them hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Revised Master O&M Agreement:

A. Approval of Public Service Commission. The Commission shall have approved the form of this Revised Master O&M Agreement.

B. No Adverse Ruling. The Commission shall not have attached to any order subsequent to the Commission Orders any terms, conditions or limitations which shall adversely affect this Revised Master O&M Agreement or the economic feasibility of the Kanawha County Project between the parties insofar as requiring any of the parties to take any action or refrain from taking any action which, in the opinion of their respective counsel, might require them, or any of them, to breach any of their obligations under any Mortgage Indenture, as supplemented, or any other agreement to which any of them might be a party.

XV. REPRESENTATIONS AND WARRANTIES.

A. KCRDA Representations and Warranties. KCRDA represents and warrants to Company as follows:

(1) The execution, delivery, and performance of this Revised Master O&M Agreement by KCRDA have been duly authorized, and this Revised Master O&M Agreement constitutes a valid and binding obligation of KCRDA enforceable in accordance with its terms; and

(2) The execution and performance of this Revised Master O&M Agreement in accordance with its terms by KCRDA will not violate any provisions of law or any of the terms of the KCRDA Bonds or other instruments related to the issuance of such bonds or the Kanawha County Project.

B. Company Representations and Warranties. Company represents and warrants to KCRDA as follows:

(1) The execution, delivery, and performance of this Revised Master O&M Agreement by Company have been duly authorized, and this Revised Master O&M Agreement constitutes a valid and binding obligation of Company enforceable in accordance with its terms; and

(2) The execution and performance of this Revised Master O&M Agreement in accordance with its terms by Company will not violate any provisions of Company's indentures.

XVI. ASSIGNABILITY.

This Revised Master O&M Agreement shall be binding upon the successors and assigns of the respective parties hereto.

XVII. NOTICE.

Any notice, demand or request given hereunder shall be deemed sufficient if in writing and sent by certified mail, postal charges prepaid, to West Virginia-American Water Company, Attention: President, P. O. Box 1906, Charleston, West Virginia 25327; and to Kanawha County Regional Development Authority, Courthouse Building, 409 Virginia Street, E., 2nd Floor, Charleston, West Virginia 25301, or to such address as the parties shall indicate by written notice to the other party.

XVIII. CAPTIONS.

The captions preceding the text of the sections of this Revised Master O&M Agreement are inserted solely for convenience and reference and shall not be used to construe, interpret or affect any provision of this Revised Master O&M Agreement.

(Signature page follows)

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Miller

Its: Vice - President

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

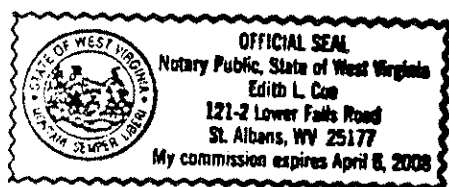
By: [Signature]

Its: President

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Michael A. Miller Vice-President of West Virginia-American Water Company, a West Virginia corporation, on behalf of the corporation.

My commission expires April 6, 2008.

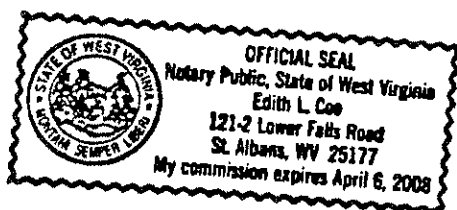


Edith L. Coe
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Wilma J. Davis, Vice President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region.

My commission expires April 6, 2008.



Edith L. Coe
Notary Public

KANAWHA COUNTY O&M AGREEMENTS

Effective Date	Partner	Area	Current Surcharge	Current Surcharge Term	Proposed Surcharge	Proposed Surcharge Term
2/8/83	Chelyan PSD	Eskdale, Dawes, Ronda, Giles, Ohley, Cabin Creek, Dry Branch	None			
7/11/83						
5/28/86	Elk Two-Mile PSD	Runtledge Road Valley Grove Road Bakers Fork	\$13.50	Life of Debt Issue 25 yrs. (estimate)	\$10.00	10 yrs.
6/5/85	Guthrie PSD	Woodward Drive, Casdorff Road, Scragg Drive	\$14.00	Life of Debt Issue 25 yrs. (estimate)	\$10.00	10 yrs.
4/28/80	KC RDA	Coopers Creek	None			
8/12/85	KC RDA (ext. agr.)	Blue Creek	None			
5/12/92	KC RDA	Tad-Blount, Lens Creek, Campbells Creek, Rene Mae Road, Dry Branch, Lecwood-Quarrier	\$10.00	10 years		
7/20/93	KC RDA	Davis Creek	None			
8/3/94	KC RDA	Kellys Creek	None			
9/12/94	KC RDA	Edens Fork	\$10.00	10 years		
8/12/96	KC RDA (ext. agr.)	Coopers Hollow, Acme	\$10.00	10 years		
9/25/96	KC RDA	Aarons Fork	\$10.00	10 years		
10/30/97	KC RDA	Neece Drive, Fisher Branch, Simmons Creek, Nunley Drive, Chestnut Street, Chapps Fork, Rocky Fork, Blakes Creek, Simms Street, Four Mile, River Bend Road, Kirby Hollow, Camp Virgil Tate	\$10.00	10 years		
9/17/98	KC RDA	Seldom Seam Hollow, Little Creek, Sand Plant Road, Cline Hollow, Four Mile, Crack Rock Drive, Scarberry Road, Emmons-Grippe, Edens Fork, Copen Branch, Sigmans Branch-Legg Fork-Hughart Hollow-Mon, Younger Drive, Cane Fork-Long Branch & South Park, Derricks Creek-Allens Fork, Frame Road, Frogs Creek, Hudson Valley Road, Left Hand Fork-Lens Creek, Kelly Creek-Sissonville, Poca River Road-Williams Store, Clearview Heights, Spring Fork, Newhouse Drive, Rays Branch-Clark Road, Fire Creek-Rocky Fork, Davis Creek-Middle Fork, Chestnut Street-Fox Hill-Mud Suck, McGhee Road-Trace Fork, Davis Creek, Willis Creek-Jordan Creek-Elkview, Northern Sissonville, Doctors Creek, Edens Fork-Miles Fork-Coopers Creek, Harpold & Bavlays Road-Dutch Fork			\$10.00	10 yrs.

EXHIBIT

1

Attachment A
2000 A O&M Agreement

THIS 2000 A OPERATION AND MAINTENANCE AGREEMENT ("2000 A O&M Agreement") is made as of January ~~1st~~^{7th}, 2000, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation (the "Company") and REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public corporation ("KCRDA").

W I T N E S S E T H:

WHEREAS, the Company, The County Commission of Kanawha County ("County Commission"), and KCRDA have agreed to enter into a public/private water utility project (the "Kanawha County Project") for the construction of certain water utility assets by KCRDA and by Company to provide water service to various areas of Kanawha County, West Virginia; and

WHEREAS, as a part of the Kanawha County Project, KCRDA proposes to construct certain water facilities within Kanawha County, to be comprised of facilities to be operated and maintained pursuant to this 2000 A O&M Agreement ("Use Fee Facilities") and certain other facilities to be operated and maintained pursuant to the 2000 B Operation and Maintenance Agreement ("2000 B O&M Agreement") by and among the Company, KCRDA and the County Commission of even date herewith and leased by the KCRDA to the County Commission ("County Leased Facilities," and together with the Use Fee Facilities, the "KCRDA Facilities"); and

WHEREAS, after completion of the Kanawha County Project, all as more fully described herein and in the Application ("Joint Application") by Company, KCRDA and County Commission filed with the Public Service Commission of West Virginia ("Commission"),

KCRDA will construct and own the KCRDA Facilities to provide water service to its customers in Kanawha County, West Virginia, and the Company will construct and own certain facilities to provide water service to its customers (the "Company Facilities"); and

WHEREAS, the KCRDA Facilities to be constructed and owned by KCRDA, including the Use Fee Facilities and the County Leased Facilities, are generally shown and described on the series of maps incorporated by reference herein collectively as Appendix A; and

WHEREAS, Company currently provides the supply of potable water to substantial areas of Kanawha County from Company's Kanawha Valley Treatment Plant and transmission and distribution system; and

WHEREAS, Company, through its existing water transmission and distribution facilities in Kanawha County or through the Company Facilities to be constructed by Company, at its cost, as a part of the Kanawha County Project, will be in a position to serve citizens of Kanawha County from Company Facilities or KCRDA Facilities; and

WHEREAS, Company has offered to enter into this 2000 A O&M Agreement and to undertake the operation, maintenance, repair and replacement of the Use Fee Facilities and to supply the estimated water needs of the customers to be served from the Use Fee Facilities in Kanawha County; and

WHEREAS, KCRDA believes it is in the best interests of the residents of Kanawha County for Company to operate, maintain, repair and replace the Use Fee Facilities

and to provide water service to the residents of Kanawha County served by the Kanawha County Project as provided in this 2000 A O&M Agreement; and

WHEREAS, KCRDA wants Company to provide potable water directly to the customers to be served by the Use Fee Facilities ("Use Fee Customers") and to provide assistance in the operation, maintenance, repair and replacement of the Use Fee Facilities; and

WHEREAS, all new customers to be served from either the KCRDA Facilities or from the Company Facilities constructed as a part of the Kanawha County Project (all of such new customers being hereinafter referred to as "Project Customers") will be required to pay a surcharge (the "Surcharge") of ten dollars (\$10.00) per month for ten (10) years; and

WHEREAS, all capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Revised Master Operation and Maintenance Agreement by and between the Company and KCRDA of even date herewith.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this 2000 A O&M Agreement and which are not to be construed as mere recitals, the covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the Company and KCRDA agree:

I. CONSTRUCTION OF FACILITIES.

After the conditions precedent described in Section XII have been satisfied, KCRDA and Company shall proceed promptly and diligently to construct the following facilities at an estimated total cost of \$18.086 million:

A. KCRDA Facilities. KCRDA shall, at its sole cost and expense, purchase, install and own the KCRDA Facilities generally listed on Exhibit 1 to the Joint Application. The KCRDA Facilities to be constructed by KCRDA will be constructed at a total estimated cost of approximately \$13.826 million (\$8.705 million for the Use Fee Facilities and \$5.121 million for the County Leased Facilities) from the proceeds of one or more series of bonds to be issued by KCRDA and other available funds, based on the Use Fee of \$606,990 to be paid by Company, amounts collected from the Surcharges, and other rentals under the Lease.

B. Company Facilities to be Acquired or Constructed. Company shall design, purchase, install, and own the Company Facilities listed in Exhibit 1 to the Joint Application, including service lines and meter settings for those customers to be served from the KCRDA Facilities. The KCRDA Facilities and the Company Facilities will be constructed at the locations indicated on the more detailed maps of the Company Facilities and KCRDA Facilities attached to and incorporated as Exhibit 12 to the Joint Application. The Company Facilities to be constructed by Company as part of the Kanawha County Project will be constructed at a total estimated cost of approximately \$4.260 million, an amount calculated based on the estimated number of 1,699 new customers to be served from the Kanawha County Project and \$352,834 in additional investment by the Company.

II. SUPPLY OF WATER TO USE FEE CUSTOMERS.

A. Quality and Quantity of Water. The Use Fee Customers shall remain customers of KCRDA, and upon the construction of the Use Fee Facilities, Company agrees

to provide to the Use Fee Customers, subject to the terms, conditions, undertakings, agreements and limitations provided in this 2000 A O&M Agreement, the total water requirements of the Use Fee Customers, said water delivered to the Use Fee Customers to be of the same quality as that supplied to Company's customers in Company's Kanawha Valley District. Company will be paid for the water supplied to the Use Fee Customers in the manner set forth in Section V of this 2000 A O&M Agreement at the rates of Company from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended.

B. Monitoring of Water Quality. Company shall monitor the water quality and be responsible for compliance with all state and federal standards for furnishing water to the public.

C. Possible Water Shortage. In the event of an extended shortage of water, or if the supply of water from Company is otherwise diminished or impaired, Company will attempt to assure that the supply of water to the Prior Facilities Customers served from Company's Kanawha Valley Treatment Plant is reduced or diminished in approximately the same proportion as the supply of the water to other customers of Company's Kanawha Valley District is reduced or diminished. Any notification given to Company's Kanawha Valley District customers of any anticipated shortage of water shall also be given to the Prior Facilities Customers.

III. TERM OF 2000 A O&M AGREEMENT.

The term of this 2000 A O&M Agreement shall extend for forty (40) years from the date hereof and thereafter may continue in effect from year to year by mutual consent of

the parties; provided, however, that Company and KCRDA may agree mutually to terminate this 2000 A O&M Agreement at any time after (i) the payment to the owners of the 2000 A Bonds of the principal thereof, and redemption premium, if applicable, interest and administrative fee due or to become due on the debt incurred by KCRDA with respect to the Use Fee Facilities (the "2000 A Bonds"), and (ii) the payment of any amounts as required under Section VIII of this 2000 A O&M Agreement.

IV. FUTURE ADDITIONS TO AND FUTURE EXTENSION OF USE FEE FACILITIES.

Company and KCRDA are aware that there may be written requests by KCRDA for future additional use of water by Use Fee Customers and that there may be future approved KCRDA additions and extensions made to Use Fee Facilities. In addition to the other requirements set forth in this 2000 A O&M Agreement, KCRDA and Company hereby specifically agree that such additional use, additions and extensions will be made only if, in the opinion of Company, Company's Kanawha Valley Treatment Plant has sufficient treatment capacity and transmission, distribution and pumping facilities, including KCRDA Facilities and Company's transmission and distribution mains, adequate to serve Project Customers, and if Company believes it is otherwise economically feasible to meet the total then present and anticipated needs of both the Project Customers and the other customers of Company's Kanawha Valley District. Further, KCRDA and Company agree as follows:

A. Future Additions. All future additions to the Use Fee Facilities constructed by KCRDA shall be subject to this 2000 A O&M Agreement; provided, however,

that future additions to the system must be approved by the County Commission, Company and KCRDA.

B. Future Extension. Customer extensions from the Use Fee Facilities and within KCRDA boundary lines may be installed by either KCRDA or Company. When KCRDA receives a request for a Customer extension, KCRDA shall notify Company in writing within fifteen (15) days of its receipt of said request whether it will install the extension or desires Company to make the extension.

(1) In the event KCRDA desires Company to install and own the customer extension, (i) Company shall contract on its own behalf with the customer requesting the extension and make the installation pursuant to the Rules and Regulations of the Public Service Commission, (ii) all customers attaching to the extension shall be considered Use Fee Customers for billing purposes at the rates of KCRDA, and (iii) the customer extension shall be, without further cost or expense of any kind, the property of Company.

(2) In the event KCRDA elects to install and own the extension, the construction for that customer extension by KCRDA will be contracted to a contractor acceptable to Company, and all plans and specifications for that extension shall be submitted to and approved by Company before becoming a part of the Use Fee Facilities and being subject to this 2000 A O&M Agreement. When that extension is contracted to a contractor acceptable to Company, Company, on behalf of and as agent for KCRDA, will contract directly with such contractor to provide the extension. Any extension deposits taken by Company on behalf of and as agent for KCRDA pursuant to the Rules and Regulations of the Public Service

Commission will be retained by Company and credited against the cost of the extension, and the balance of the deposit above the cost of the extension, if any, will be returned to the contracting customer. Company, on behalf of and as agent for KCRDA, will make refunds to the contracting customers for the extensions pursuant to the Rules and Regulations of the Public Service Commission based on the rates of Company, using funds advanced to Company by KCRDA (to the extent such advances are legally permissible).

(3) Refunds made pursuant to the Rules and Regulations of the Public Service Commission to customers contracting directly with Company pursuant to the preceding subdivision of this subsection shall be the sole responsibility of Company, and the cost of such extensions, to the extent refunded or reimbursed to customers pursuant to such Rules and Regulations, shall be properly includable in Company's depreciable utility plant in calculating Company's cost of service and resulting rates.

C. Surcharges Applicable. Customers served from future additions or future extensions to Use Fee Facilities that are not otherwise connected to Company facilities shall be subject to the Surcharges provided in this 2000 A O&M Agreement.

V. OPERATION AND MAINTENANCE OF USE FEE FACILITIES BY COMPANY: COMPANY AS AGENT.

A. Company to Operate. Company hereby agrees to operate, maintain, repair and replace (i) Use Fee Facilities, and (ii) all water lines added thereto as additions and extensions with the written approval of the County Commission, Company and KCRDA. Notwithstanding the foregoing, Company shall not be under any obligation to maintain, repair

or replace at its expense, any condition, defect or malfunction arising from the installation of future additions or future extensions to the Use Fee Facilities which fail to meet the standards of Company, if such discrepancy in design or installation is reported in writing by Company to KCRDA within fifteen (15) days of discovery.

B. Replacement of Unit of Property. In the event that it becomes necessary to relocate, replace, maintain or repair any condition, defect or malfunction arising from faulty installation of any future additions or extensions for which notice as hereinabove set forth has been given to KCRDA by Company, such replacement, relocation, maintenance or repair will be made by a contractor approved by Company or by Company upon notification by KCRDA using funds advanced by Company for which Company shall be reimbursed upon termination of this 2000 A O&M Agreement under the procedures set forth in Section VIII hereof.

C. Ownership of Units of Property. In the event Company, under the terms of this 2000 A O&M Agreement, is required to install, relocate or replace any "unit of property" within the Use Fee Facilities as defined in the Uniform System of Accounts of the National Association of Regulatory Utility Commissioners ("NARUC"), Company shall make such installation, relocation or replacement at its cost; provided, however, that in every such instance the unit of property shall be, and shall remain, the property of Company (unless purchased by KCRDA from Company after termination of this 2000 A O&M Agreement as provided in Section VIII hereof), subject to any deed of trust executed to secure the 2000 A Bonds, and shall be properly includable in the depreciable utility plant of Company in calculating its cost of service and resulting rates.

D. Related Easements. KCRDA agrees that, in those instances in which Company installs, replaces or relocates any unit of property on the Use Fee Facilities pursuant to the provisions of subsection C of this Section, KCRDA will, simultaneously therewith, convey to Company, subject to any deed of trust executed to secure the 2000 A Bonds, all related rights of way, easements, licenses or other property interests necessary for Company to have and own such unit of property in the location and manner in which it is installed, replaced or relocated on the Use Fee Facilities.

E. Company Appointed As Agent. The Company is hereby appointed as the agent for KCRDA to design, construct and install the Use Fee Facilities in accordance with good utility construction standards, and the Company shall have the right to enter into such contracts with third parties as it deems necessary or desirable to effectuate such design, construction and installation without further act or deed of KCRDA.

VI. READING METERS, BILLING OF CUSTOMERS AND PAYMENTS TO KCRDA: SURCHARGES.

A. Meter Reading. Company shall read all meters of the Use Fee Customers and render bills to the Use Fee Customers, as agent for and on behalf of KCRDA, in a manner consistent with the meter reading and billing practices of Company employed in billing its own customers, such bills to be rendered and collected by Company on behalf of KCRDA and to be computed based on the usage of each Use Fee Customer at the rates from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended. It is the understanding and intent of the parties to this 2000 A O&M Agreement that, except for the

Surcharges provided in this 2000 A O&M Agreement, the rates of the KCRDA shall reflect or mirror the rates of Company.

B. Bills Delivered to Use Fee Customers. It is the intent of the Company and KCRDA under this 2000 A O&M Agreement that the bills delivered to each Use Fee Customer reflect the amount due for the water used (such amount to be determined by applying the rates of KCRDA to the consumption of water by Use Fee Customers as determined by monthly or estimated meter readings), plus any Surcharge applicable to such Use Fee Customer. Company shall be responsible for the collection of delinquent bills on behalf of KCRDA. The bills delivered to the Use Fee Customers will be delivered by, and be payable to, Company, as agent for KCRDA.

C. Payment to Company. Company, in consideration of the respective rights, duties, obligations, agreements and undertakings of the parties under this 2000 A O&M Agreement, shall be entitled to receive from KCRDA an amount for water service rendered to Use Fee Customers equal to the consumption of each individual Use Fee Customer at Company rates from time to time established pursuant to Chapter 24 of the West Virginia Code, as amended. Company shall prepare and deliver monthly statements or schedules to KCRDA which shall reflect the total amount collected by Company, as agent for KCRDA, and the total amount retained by Company for the water service provided to Use Fee Customers at the respective rates of KCRDA and Company, plus the Surcharges as provided in this 2000 A O&M Agreement. A Use Fee Customer shall be charged a municipal B & O surcharge on his usage only if that Use Fee Customer resides within a municipality which imposes such a

surcharge. In addition, the monthly statement to be provided to KCRDA and to the County Commission by Company will also include the costs of any additions or extensions, and related refunds, made at the cost of the KCRDA under Section IV, and the cost of any fire hydrants under Section IX installed at the cost of KCRDA.

D. Use Fee. In addition to the other payments to be made under this Section, Company agrees to pay KCRDA a Joint Use Line payment (the "Use Fee") for the use of the KCRDA Facilities and the Prior Facilities. The Use Fee shall be sufficient to pay the actual monthly debt service, including principal of and interest and administrative fee on the 2000 A Bonds; provided, however, Company's Use Fee shall not exceed \$606,990 annually and shall terminate when such debt and the interest thereon has been paid in full. Payment of the Use Fee shall be made directly to the West Virginia Municipal Bond Commission or its successor for the 2000 A Bonds as designated from time to time in writing by KCRDA. In the event Company fails to pay the Use Fee at the times and in the amounts set forth herein, the KCRDA shall be entitled to collect for its own account all service charges and Surcharges from Use Fee Customers as may be necessary to pay the principal of and interest on the 2000 A Bonds, or at the option of KCRDA, to require (through written notification to the Company) that the Company will collect such service charges and Surcharges from Use Fee Customers, and remit the same on a monthly basis to the KCRDA. The Company hereby acknowledges and recognizes the lien on and pledge of Surcharges, as described in the Ordinance adopted by KCRDA, pursuant to which the 2000 A Bonds shall be issued.

E. Review of Accounts. KCRDA agrees to have its accountants review, at least annually, at the expense of KCRDA, the system of accounts maintained by Company for KCRDA and report the results of that review to KCRDA, Company and the County Commission.

F. Payment of KCRDA Administrative Expenses. In addition to such other obligations, duties and responsibilities set forth in this 2000 A O&M Agreement, Company agrees to pay directly to vendors the reasonable costs of the following three items on behalf of KCRDA, up to a maximum aggregate amount for all three items of \$8,000 in each calendar year during the term hereof, upon the receipt of an invoice for such costs from the vendor, which has been approved by KCRDA for payment and forwarded by KCRDA to Company:

1. Legal and Accounting Expenses
2. Liability Insurance and Bonds
3. Regulatory Commission Fees

KCRDA agrees that the annual \$8,000 payment provided under this 2000 A O&M Agreement shall be the total amount to be paid by Company to KCRDA under this 2000 A O&M Agreement between Company and KCRDA for these purposes. In the event that either Company or KCRDA determines that the maximum aggregate amount of \$8,000 is inadequate or excessive to pay the reasonable costs of the above-mentioned three items, then either party may petition the Utilities Division of the Public Service Commission to audit and review the costs incurred by KCRDA for such items and to fix the maximum aggregate amount for said items which Company will pay pursuant to this subsection.

VII. INSTALLATION OF DOMESTIC SERVICES.

After the construction of the Use Fee Facilities has been completed, Company shall install domestic service lines, including the tap on the Use Fee Facilities and the service line from the Use Fee Facilities to the established curb line or within the public right of way nearest the main in accordance with the Commission's Water Rules ("Water Rules"). This installation shall include the meter setting. All such service lines from the Use Fee Facilities to the customer's property line, meter settings and taps shall be constructed and installed by Company and shall be the property of Company. Company shall install all meters at its cost, shall own the meters, and shall assume the obligation to repair, maintain and replace the meters.

VIII. TERMINATION OF THE AGREEMENT.

A. Termination Fee. Company and KCRDA agree that the annual Use Fee to be made by Company to pay debt service on the 2000 A Bonds is in anticipation of a forty-year contractual relationship under this 2000 A O&M Agreement, and if KCRDA terminates this 2000 A O&M Agreement at any time prior to the end of the forty-year term, then KCRDA agrees to pay Company as a termination fee ("termination fee") at the time of such termination an amount equal to a portion of the contribution by Company to the cost of the Kanawha County Project on a pro rata basis based on the remaining years in the forty-year agreement, less any depreciation which Company may have recovered through its rates on such amount, such obligation shall be payable solely from the Use Fee Facilities. Further, if KCRDA terminates the 2000 A O&M Agreement prior to retirement of the 2000 A Bonds, Company

shall have no further obligation to pay any Use Fee after such termination. Notwithstanding any other provision hereof to the contrary, in the event this 2000 A O&M Agreement is terminated by KCRDA due to the failure of the Company to pay all or any portion of the Use Fee, no termination fee shall be payable by KCRDA to the Company.

B. Payment for Water Delivered At the time of termination of this 2000 A O&M Agreement, Company will be entitled to receive payment for all water delivered to Use Fee Facilities customers through the termination date in accordance with the provisions of this 2000 A O&M Agreement. All water meters installed on KCRDA's distribution system at the time of such termination will be removed by Company. KCRDA agrees that it will either replace those meters, install nipples in place of those meters or buy the meters from Company at the depreciated original cost of those meters as provided in subsection D of this Section.

C. Purchase of Units of Property. Upon termination of the 2000 A O&M Agreement, KCRDA also agrees that it will purchase from Company, at the depreciated original cost of those items, all of the units of property installed, replaced or relocated by Company on the Use Fee Facilities under Section V hereof and all service lines from the Use Fee Facilities to the Use Fee Customers' property lines, meter settings and taps installed at the cost of Company and reflected on the books of Company at the time of the termination of the 2000 A O&M Agreement.

D. Method of Payment. Upon termination of this 2000 A O&M Agreement, Company shall, within thirty (30) days of such termination, provide to KCRDA (i) the total cost of all such items described in subsections B and C of this Section installed at the cost of

Company and (ii) the total depreciation accrued on all of such items. KCRDA agrees that it will pay to Company the total net depreciated cost (original cost less depreciation) of such items over a three-year period with such payments to be made in thirty-six (36) equal monthly payments of principal, plus accrued interest at the "Prime Rate," as defined below, commencing forty-five (45) days after termination of this 2000 A O&M Agreement. The Prime Rate shall be the prime rate as shown in The Wall Street Journal being defined therein as the "base rate on corporate loans at large U.S. money center commercial banks" and reported as the "Prime Rate" under the heading "Money Rates," as those terms shall be from time to time changed. The Prime Rate shall change not more often than the first day of each calendar quarter, and for each calendar quarter it shall be determined on the last day of the preceding calendar quarter on which The Wall Street Journal is published with the aforesaid prime rate quotation. In the event that The Wall Street Journal ceases to publish such rates, the Prime Rate shall be the prime rate established by One Valley Bank, National Association, of Charleston, West Virginia, from time to time.

IX. INSTALLATION OF PRIVATE FIRE PROTECTION SERVICES.

Fire services, approved by KCRDA, may be installed by Company from the Use Fee Facilities, but only in accordance with the Water Rules. Fire service will be installed by Company at the expense of the applicant and will be billed by Company to the applicant and paid by the applicant directly to Company at a rate equal to the then approved Company's private protection rate.

X. INSTALLATION OF FIRE HYDRANTS.

Public fire protection facilities approved by KCRDA may be installed on the Use Fee Facilities at the request of an appropriate governmental unit, and installation shall be made pursuant to the Water Rules, provided that all such fire hydrants shall have a flow capability of at least 500 GPM at 20 psi residential pressure for a sustained period of time.

XI. WATER SERVICE FRANCHISE TERRITORIES.

A. Company Facilities. Company shall be permitted to own Company Facilities purchased by Company and to serve Company Customers served directly from those Company Facilities within the water service franchise area of KCRDA as are necessary to enjoy and fulfill its rights and obligations under this 2000 A O&M Agreement, subject to the terms and conditions set forth herein.

B. Persons Outside KCRDA's Water Service Franchise Area. Except as otherwise provided herein, all persons residing outside of KCRDA's water service franchise area, as defined above, and served, either at present or in the future, by Company, shall be considered customers of Company.

C. Company's Right to Serve After Termination. KCRDA agrees that, as a part of the consideration for this 2000 A O&M Agreement, Company shall have the right, even after termination of this 2000 A O&M Agreement, to transfer water through the Use Fee Facilities, and all future additions and future extensions thereto, and to serve customers who may be connected, directly or indirectly, to Company water mains, whether inside or outside KCRDA's service area; provided, however, in the event this 2000 A O&M Agreement is

terminated by KCRDA for the failure of the Company to pay the Use Fee, Company shall have no right to transfer water or to serve customers as provided in this subsection.

XII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT.

Company and KCRDA understand and agree that this 2000 A O&M Agreement, and the obligations of each of them hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this 2000 A O&M Agreement:

A. Funding. KCRDA shall have received a firm commitment for the necessary funding that may be required to construct the KCRDA Facilities; provided, however, that in the event adequate funding is not available for such purposes, the parties may agree to a curtailment or modification of the scope of the KCRDA Facilities or explore other funding options, but in no event shall KCRDA be obligated to expend funds for construction of the KCRDA Facilities in excess of the funding available to it for such purposes.

B. Rates and Surcharges. The Commission shall have approved the rates, billing arrangements and Surcharges requested by KCRDA in the Joint Application or any supplements thereto.

C. Requisite Permits. KCRDA shall have acquired all necessary permits from all applicable state and federal agencies and shall provide evidence to Company, satisfactory to counsel for Company, that it has all of the necessary rights-of-way, easements, licenses or permits necessary for the installation of the KCRDA Facilities; provided, however, that in the event that it is later discovered that KCRDA does not have a right-of-way or

easement for a portion of the KCRDA Facilities, this condition precedent shall be deemed satisfied if KCRDA acquires such right-of-way or easement, and the related right of entry, by eminent domain at no cost to Company.

D. Approval of Public Service Commission. The Commission shall have approved the form of this 2000 A O&M Agreement and all of the terms, conditions, undertakings, agreements and limitations stated herein. Specifically, and without in anyway limiting the generality of this condition, the Commission Order or Orders approving this 2000 A O&M Agreement and the transactions contemplated thereby shall:

(1) Authorize the inclusion in depreciable utility plant of Company any amounts expended by Company for the cost of installing, replacing or relocating any water lines or facilities on the Use Fee Facilities which are defined as a "unit of property," in the NARUC Uniform System of Accounts and which are relocated or replaced by Company at its cost pursuant to Section V hereof and the cost to Company to install service lines, meter settings and taps on the Use Fee Facilities pursuant to Section VIII;

(2) Authorize Company to include in depreciable utility plant an amount equal to the tax expense associated with the obligations assumed by Company under this 2000 B O&M Agreement to the extent that the undertaking by Company to operate, maintain, repair or replace the Use Fee Facilities hereunder causes such Use Fee Facilities, or any part thereof, to constitute taxable income or to otherwise generate tax expense for Company;

(3) Authorize the recognition in rate base of Company Facilities or other Company Property held by the County Commission and leased to Company under the Capital Lease, all as described in the Joint Application; and

(4) Authorize the implementation of the Surcharges and the other rates requested in the Joint Application.

E. No Adverse Conditions Attached to Commission Order. The Commission shall not have attached to its Commission Order or Orders any terms, conditions or limitations which shall adversely affect this 2000 A O&M Agreement or the economic feasibility of the Kanawha County Project between the parties insofar as taking any action or refraining from taking any action which, in the opinion of their respective counsel, might require them, or either of them, to breach any of their obligations under any Mortgage Indenture, as supplemented, or any other agreement to which either of them might be a party.

XIII. REPRESENTATIONS AND WARRANTIES.

A. KCRDA represents and warrants to Company as follows:

(1) The execution, delivery and performance of this 2000 A O&M Agreement by KCRDA has been duly authorized, and this 2000 A O&M Agreement constitutes a valid and binding obligation of KCRDA enforceable in accordance with its terms; and

(2) The execution and performance of this 2000 A O&M Agreement in accordance with its terms by KCRDA will not violate any provisions of law or violate the terms or conditions of any grants or loans made to KCRDA for construction of the Use Fee Facilities.

B. Company represents and warrants to KCRDA as follows:

(1) The execution, delivery and performance of this 2000 A O&M Agreement by Company has been duly authorized, and this 2000 A O&M Agreement constitutes a valid and binding obligation of Company enforceable in accordance with its terms; and

(2) The execution and performance of this 2000 A O&M Agreement in accordance with its terms by Company will not violate any provisions of Company's indentures.

XIV. ASSIGNABILITY.

This 2000 A O&M Agreement shall be binding upon the successors and assigns of the respective parties hereto.

XV. NOTICE.

Any notice, demand or request given hereunder shall be deemed sufficient if in writing and sent by certified mail, postal charges prepaid, to West Virginia-American Water Company, Attention: President, 1600 Pennsylvania Avenue, P. O. Box 1906, Charleston, WV 25327; and to KCRDA, addressed to the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, 409 Virginia Street, Charleston, WV 25301.

XVI. CAPTIONS.

The captions preceding the text of the sections of this 2000 A O&M Agreement are inserted solely for convenience and reference and shall not be used to construe, interpret or affect any provision of this 2000 A O&M Agreement.

XVII. GOVERNING LAW. This 2000 A O&M Agreement shall be governed by West Virginia law.

XVIII. SEVERABILITY. If any provision of this 2000 A O&M Agreement is, for any reason, determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and make such amendments, modifications or supplements of or to this 2000 A O&M Agreement, that to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected in this 2000 A O&M Agreement, and the other provisions of this 2000 A O&M Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

XIX. AMENDMENT. This 2000 A O&M Agreement may not be amended to change the amount of the Use Fee without the prior written consent of the insurer of (if any), and trustee for the 2000 A Bonds.

[Signature page follows]

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this 2000 A O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Miller

Its: Vice - President

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By: W. J. Davis

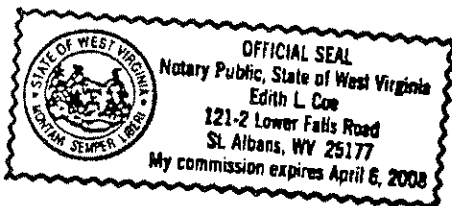
Its: V. President

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Michael A. Miller, Vice-President of West Virginia-American Water Company, a West Virginia corporation, on behalf of the corporation.

My commission expires April 6, 2008.



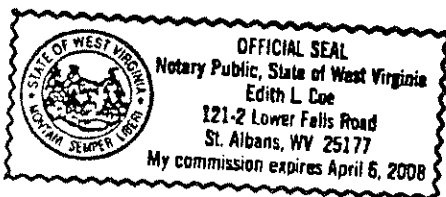
Edith L. Coe
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Wilma T. Davis, Vice President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region.

My commission expires April 6, 2008.



Edith L. Coe
Notary Public

Appendix A – Maps of Facilities

Attachment B
2000 B O&M Agreement

THIS 2000 B OPERATION AND MAINTENANCE AGREEMENT ("2000 B O&M Agreement") is made as of January ¹⁴~~6~~, 2000, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation (the "Company"), REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public corporation ("KCRDA") and THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA (the "County Commission").

WITNESSETH:

WHEREAS, Company, County Commission and KCRDA have agreed to enter into a public/private water utility project (the "Kanawha County Project") for the construction of certain water utility assets by KCRDA and by Company to provide water service to various areas of Kanawha County, West Virginia; and

WHEREAS, as a part of the Kanawha County Project, KCRDA proposes to construct certain water facilities within Kanawha County, to be comprised of certain facilities to be operated and maintained pursuant to this 2000 B O&M Agreement ("County Leased Facilities") and leased by the KCRDA to the County Commission pursuant to an Agreement of Lease of even date herewith (the "Lease") and certain other facilities to be operated and maintained pursuant to the 2000 A Operation and Maintenance Agreement ("2000 B O&M Agreement") by and between the Company and KCRDA of even date herewith ("Use Fee Facilities," and together with the County Leased Facilities, the "KCRDA Facilities"); and

WHEREAS, after completion of the Kanawha County Project, all as more fully described herein and in the Application ("Joint Application") by Company, KCRDA and County Commission filed with the Public Service Commission of West Virginia ("Commission"),

KCRDA will construct and own the KCRDA Facilities to provide water service to its customers in Kanawha County, West Virginia, and the Company will construct and own certain facilities to provide water service to its customers (the "Company Facilities"); and

WHEREAS, the KCRDA Facilities to be constructed and owned by KCRDA, including the Use Fee Facilities and the County Leased Facilities, are generally shown and described on the series of maps incorporated by reference herein collectively as Appendix A; and

WHEREAS, Company currently provides the supply of potable water to substantial areas of Kanawha County from Company's Kanawha Valley Treatment Plant and transmission and distribution system; and

WHEREAS, Company, through its existing water transmission and distribution facilities in Kanawha County or through the Company Facilities to be constructed by Company, at its cost, as a part of the Kanawha County Project, will be in a position to serve citizens of Kanawha County from Company Facilities or KCRDA Facilities; and

WHEREAS, Company has offered to enter into this 2000 B O&M Agreement and to undertake the operation, maintenance, repair and replacement of the County Leased Facilities and to supply the estimated water needs of the customers to be served from the County Leased Facilities in Kanawha County; and

WHEREAS, KCRDA and the County Commission believe that it is in the best interests of the residents of Kanawha County for Company to operate, maintain, repair and replace the County Leased Facilities and to provide water service to the residents of Kanawha

County served by the Kanawha County Project as provided in this 2000 B O&M Agreement;
and

WHEREAS, KCRDA wants Company to provide potable water directly to the customers to be served by the County Leased Facilities ("Leased Facilities Customers") and to provide assistance in the operation, maintenance, repair and replacement of the County Leased Facilities; and

WHEREAS, all new customers to be served from either the KCRDA Facilities or from the Company Facilities constructed as a part of the Kanawha County Project (all of such new customers being hereinafter referred to as "Project Customers") will be required to pay a surcharge (the "Surcharge") of ten dollars (\$10.00) per month for ten (10) years; and

WHEREAS, all capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Revised Master Operation and Maintenance Agreement by and between the Company and KCRDA of even date herewith.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this 2000 B O&M Agreement and which are not to be construed as mere recitals, the covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the County Commission, the Company and KCRDA agree:

I. CONSTRUCTION OF FACILITIES.

Surcharge and the balance, if any, shall be applied to the amount due for water service from Company or KCRDA.

(3) Surcharges shall be subject to all provisions of the Water Rules and Company and KCRDA's tariffs applicable to payments for water service, including terminations for nonpayment thereof. Company shall employ all reasonable means at its disposal consistent with its general business practices to induce the prompt payment of Surcharges for Project Customers. Except as expressly set forth in this 2000 B O&M Agreement, Company shall treat the Project Customers as required by the Commission's Water Rules ("Water Rules") and the tariffs filed with the Commission.

B. KCRDA Responsibilities.

(1) KCRDA shall indemnify and hold Company harmless from and against any and all costs, liabilities or expenses, including reasonable attorney's fees, arising from, in connection with, or related to suits, actions or proceedings related to this 2000 B O&M Agreement or the erroneous collection or failure to bill Surcharges as a result of a good faith mistake on the part of Company.

(2) All obligations of KCRDA hereunder may be satisfied only from its interest in the County Leased Facilities.

C. Adjustment and Termination of Surcharge.

(1) Until such time as Surcharges have been collected by Company and remitted to the County Commission for the time required by this 2000 B O&M Agreement, all Project Customers and all other applicants for service directly connecting to the Kanawha

County Project or any extensions or additions to the Kanawha County Project as provided in Section IV hereof shall be assessed the Surcharges as provided in this Section.

(2) Surcharges to Project Customers shall terminate at the end of ten years.

VIII. INSTALLATION OF DOMESTIC SERVICES.

After the construction of the County Leased Facilities has been completed, Company shall install domestic service lines, including the tap on the County Leased Facilities and the service line from the County Leased Facilities to the established curb line or within the public right of way nearest the main in accordance with the Water Rules. This installation shall include the meter setting. All such service lines from the County Leased Facilities to the customer's property line, meter settings and taps shall be constructed and installed by Company and shall be the property of Company. Company shall install all meters at its cost, shall own the meters, and shall assume the obligation to repair, maintain and replace the meters.

IX. TERMINATION OF THE AGREEMENT.

A. Payment for Water Delivered At the time of termination of this 2000 A O&M Agreement, Company will be entitled to receive payment for all water delivered to Leased Facilities Customers through the termination date in accordance with the provisions of this 2000 A O&M Agreement. All water meters installed on KCRDA's distribution system at the time of such termination will be removed by Company. KCRDA agrees that it will either replace those meters, install nipples in place of those meters or buy the meters from Company at the depreciated original cost of those meters as provided in subsection C of this Section.

B. Purchase of Units of Property. Upon termination of the 2000 B O&M Agreement, KCRDA also agrees that it will purchase from Company, at the depreciated original cost of those items, all of the units of property installed, replaced or relocated by Company on the County Leased Facilities under Section V hereof and all service lines from the County Leased Facilities to the Leased Facilities Customers' property lines, meter settings and taps installed at the cost of Company and reflected on the books of Company at the time of the termination of the 2000 B O&M Agreement.

C. Method of Payment. Upon termination of this 2000 B O&M Agreement, Company shall, within thirty (30) days of such termination, provide to KCRDA (i) the total cost of all such items described in subsections A and B of this Section installed at the cost of Company and (ii) the total depreciation accrued on all of such items. KCRDA agrees that it will pay to Company the total net depreciated cost (original cost less depreciation) of such items over a three-year period with such payments to be made in thirty-six (36) equal monthly payments of principal, plus accrued interest at the "Prime Rate," as defined below, commencing forty-five (45) days after termination of this 2000 B O&M Agreement. The Prime Rate shall be the prime rate as shown in The Wall Street Journal being defined therein as the "base rate on corporate loans at large U.S. money center commercial banks" and reported as the "Prime Rate" under the heading "Money Rates," as those terms shall be from time to time changed. The Prime Rate shall change not more often than the first day of each calendar quarter, and for each calendar quarter it shall be determined on the last day of the preceding calendar quarter on which The Wall Street Journal is published with the aforesaid prime rate quotation. In the

event that The Wall Street Journal ceases to publish such rates, the Prime Rate shall be the prime rate established by One Valley Bank, National Association, of Charleston, West Virginia, from time to time.

X. INSTALLATION OF PRIVATE FIRE PROTECTION SERVICES.

Fire services, approved by KCRDA, may be installed by Company from the County Leased Facilities, but only in accordance with the Water Rules. Fire service will be installed by Company at the expense of the applicant and will be billed by Company to the applicant and paid by the applicant directly to Company at a rate equal to the then approved Company's private protection rate.

XI. INSTALLATION OF FIRE HYDRANTS.

Public fire protection facilities approved by KCRDA may be installed on the County Leased Facilities at the request of an appropriate governmental unit, and installation shall be made pursuant to the Water Rules, provided that all such fire hydrants shall have a flow capability of at least 500 GPM at 20 psi residential pressure for a sustained period of time.

XII. WATER SERVICE FRANCHISE TERRITORIES.

A. Company Facilities. Company shall be permitted to own Company Facilities purchased by Company and to serve Company Customers served directly from those Company Facilities within the water service franchise area of KCRDA as are necessary to enjoy and fulfill its rights and obligations under this 2000 B O&M Agreement, subject to the terms and conditions set forth herein.

B. Persons Outside KCRDA's Water Service Franchise Area. Except as otherwise provided herein, all persons residing outside of KCRDA's water service franchise area, as defined above, and served, either at present or in the future, by Company, shall be considered customers of Company.

C. Company's Right to Serve After Termination. KCRDA agrees that, as a part of the consideration for this 2000 B O&M Agreement, Company shall have the right, even after termination of this 2000 B O&M Agreement, to transfer water through the County Leased Facilities, and all future additions and future extensions thereto, and to serve customers who may be connected, directly or indirectly, to Company water mains, whether inside or outside KCRDA's service area.

XIII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT.

Company, the County Commission and KCRDA understand and agree that this 2000 B O&M Agreement, and the obligations of each of them hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this 2000 B O&M Agreement:

A. Funding. KCRDA shall have received a firm commitment for the necessary funding that may be required to construct the KCRDA Facilities; provided, however, that in the event adequate funding is not available for such purposes, the parties may agree to a curtailment or modification of the scope of the KCRDA Facilities or explore other funding options, but in no event shall KCRDA be obligated to expend funds for construction of the KCRDA Facilities in excess of the funding available to it for such purposes.

B. Rates and Surcharges. The Commission shall have approved the rates, billing arrangements and Surcharges requested by KCRDA in the Joint Application or any supplements thereto.

C. Requisite Permits. KCRDA shall have acquired all necessary permits from all applicable state and federal agencies and shall provide evidence to Company, satisfactory to counsel for Company, that it has all of the necessary rights-of-way, easements, licenses or permits necessary for the installation of the KCRDA Facilities; provided, however, that in the event that it is later discovered that KCRDA does not have a right-of-way or easement for a portion of the KCRDA Facilities, this condition precedent shall be deemed satisfied if KCRDA acquires such right-of-way or easement, and the related right of entry, by eminent domain at no cost to Company.

D. Approval of Public Service Commission. The Commission shall have approved the form of this 2000 B O&M Agreement and all of the terms, conditions, undertakings, agreements and limitations stated herein. Specifically, and without in anyway limiting the generality of this condition, the Commission Order or Orders approving this 2000 B O&M Agreement and the transactions contemplated thereby shall:

(1) Authorize the inclusion in depreciable utility plant of Company any amounts expended by Company for the cost of installing, replacing or relocating any water lines or facilities on the County Leased Facilities which are defined as a "unit of property," in the NARUC Uniform System of Accounts and which are relocated or replaced by Company

at its cost pursuant to Section V hereof and the cost to Company to install service lines, meter settings and taps on the County Leased Facilities pursuant to Section VIII;

(2) Authorize Company to include in depreciable utility plant an amount equal to the tax expense associated with the obligations assumed by Company under this 2000 B O&M Agreement to the extent that the undertaking by Company to operate, maintain, repair or replace the County Leased Facilities hereunder causes such County Leased Facilities, or any part thereof, to constitute taxable income or to otherwise generate tax expense for Company;

(3) Authorize the recognition in rate base of Company Facilities or other Company Property held by the County Commission and leased to Company under the Capital Lease, all as described in the Joint Application; and

(4) Authorize the implementation of the Surcharges and the other rates requested in the Joint Application.

E. No Adverse Conditions Attached to Commission Order. The Public shall not have attached to its Commission Order or Orders any terms, conditions or limitations which shall adversely affect this 2000 A O&M Agreement or the economic feasibility of the Kanawha County Project between the parties insofar as taking any action or refraining from taking any action which, in the opinion of their respective counsel, might require them, or either of them, to breach any of their obligations under any Mortgage Indenture, as supplemented, or any other agreement to which either of them might be a party.

XIV. REPRESENTATIONS AND WARRANTIES.

A. KCRDA and the County Commission represent and warrant to Company as follows:

(1) The execution, delivery and performance of this 2000 B O&M Agreement by KCRDA and the County Commission have been duly authorized, and this 2000 B O&M Agreement constitutes a valid and binding obligation of KCRDA and the County Commission enforceable in accordance with its terms; and

(2) The execution and performance of this 2000 B O&M Agreement in accordance with its terms by KCRDA and the County Commission will not violate any provisions of law or violate the terms or conditions of any grants or loans made to KCRDA for construction of the County Leased Facilities.

B. Company represents and warrants to KCRDA and the County Commission as follows:

(1) The execution, delivery and performance of this 2000 B O&M Agreement by Company has been duly authorized, and this 2000 B O&M Agreement constitutes a valid and binding obligation of Company enforceable in accordance with its terms; and

(2) The execution and performance of this 2000 B O&M Agreement in accordance with its terms by Company will not violate any provisions of Company's indentures.

XV. ASSIGNABILITY.

This 2000 B O&M Agreement shall be binding upon the successors and assigns of the respective parties hereto.

XVI. NOTICE.

Any notice, demand or request given hereunder shall be deemed sufficient if in writing and sent by certified mail, postal charges prepaid, to West Virginia-American Water Company, Attention: President, 1600 Pennsylvania Avenue, P. O. Box 1906, Charleston, WV 25327; to KCRDA, addressed to the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, 409 Virginia Street, Charleston, WV 25301, and to the County Commission, addressed to Kanawha County Commission, Post Office Box 3627 Charleston, West Virginia 25336, or to such address as the parties shall indicate by written notice to the other parties.

XVII. CAPTIONS.

The captions preceding the text of the sections of this 2000 B O&M Agreement are inserted solely for convenience and reference and shall not be used to construe, interpret or affect any provision of this 2000 B O&M Agreement.

XVIII. GOVERNING LAW. This 2000 B O&M Agreement shall be governed by West Virginia law.

XIX. SEVERABILITY. If any provision of this 2000 B O&M Agreement is, for any reason, determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and make such amendments, modifications or supplements of or to this 2000 B O&M Agreement, that to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected in this 2000 B O&M Agreement, and the other provisions of this 2000 B O&M Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, and The County Commission of Kanawha County, have caused this 2000 B O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Miller
Its ~~President~~ Vice - President

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By: William J. Davis
Its: V President

THE COUNTY COMMISSION OF KANAWHA
COUNTY, WEST VIRGINIA

By: _____

Its: _____

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, and The County Commission of Kanawha County, have caused this 2000 B O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: _____
Its President

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By: _____
Its: _____

THE COUNTY COMMISSION OF
KANAWHA COUNTY, WEST VIRGINIA

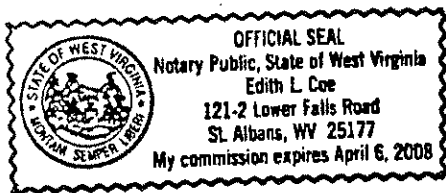
By: *1 Sept Carr*
Its: *President*

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Michael A. Miller, Vice President of West Virginia-American Water Company, a West Virginia corporation, on behalf of the corporation.

My commission expires April 6, 2008.



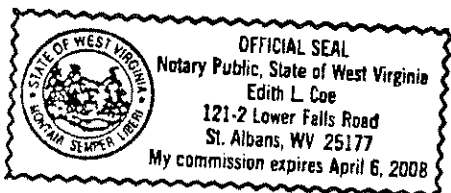
Edith L. Coe
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Wilma T. Davis, Vice President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region.

My commission expires April 6, 2008.



Edith L. Coe
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 20th
day of January, 2000, by Kent Carper, President
of the County Commission of Kanawha County.

My commission expires April 6, 2008.

Edith L. Coe
Notary Public



Appendix A – Maps of Facilities

Regional Development Authority of Charleston-Kanawha County (West Virginia)
WDA Loan (Loan Program III 2000 Series A)
2000 Series A (Use Fees)

Use Fee and Debt Service Schedules

Payment Date (1)	Schedule of Monthly Use Fee Payments RDA of Charleston-Kanawha County Deposits Due to the Municipal Bond Commission				Debt Service Schedule Municipal Bond Commission Payments Due to the Trustee		
	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
February 1, 2000							
March 1, 2000							
April 1, 2000							
May 1, 2000							
June 1, 2000							269,033.75
July 1, 2000							
August 1, 2000							
September 1, 2000							
October 1, 2000	5,555.55	44,838.95	187.98	50,582.48			
November 1, 2000	5,555.55	44,838.96	187.98	50,582.49			
December 1, 2000	5,555.55	44,838.96	187.98	50,582.49		134,516.87	134,516.88
January 1, 2001	5,555.55	44,838.95	187.98	50,582.48			
February 1, 2001	5,555.56	44,838.96	187.98	50,582.50			
March 1, 2001	5,555.56	44,838.96	187.98	50,582.50			
April 1, 2001	5,555.56	44,838.96	187.98	50,582.50			
May 1, 2001	5,555.56	44,838.96	187.98	50,582.50			
June 1, 2001	5,555.56	44,838.96	187.98	50,582.50	50,000.00	269,033.75	
July 1, 2001	5,416.66	44,657.70	449.31	50,523.67			
August 1, 2001	5,416.66	44,657.71	449.31	50,523.68			
September 1, 2001	5,416.66	44,657.71	449.31	50,523.68			
October 1, 2001	5,416.66	44,657.71	449.31	50,523.68			
November 1, 2001	5,416.67	44,657.71	449.31	50,523.69			
December 1, 2001	5,416.67	44,657.71	449.31	50,523.69		267,946.25	
January 1, 2002	5,416.67	44,657.70	449.31	50,523.68			
February 1, 2002	5,416.67	44,657.71	449.31	50,523.69			
March 1, 2002	5,416.67	44,657.71	449.31	50,523.69			
April 1, 2002	5,416.67	44,657.71	449.31	50,523.69			
May 1, 2002	5,416.67	44,657.71	449.31	50,523.69			
June 1, 2002	5,416.67	44,657.71	449.31	50,523.69	65,000.00	267,946.25	
July 1, 2002	5,833.33	44,397.70	351.45	50,582.48			
August 1, 2002	5,833.33	44,397.71	351.45	50,582.49			
September 1, 2002	5,833.33	44,397.71	351.45	50,582.49			
October 1, 2002	5,833.33	44,397.71	351.45	50,582.49			
November 1, 2002	5,833.33	44,397.71	351.45	50,582.49			
December 1, 2002	5,833.33	44,397.71	351.45	50,582.49		266,386.25	
January 1, 2003	5,833.33	44,397.70	351.45	50,582.48			
February 1, 2003	5,833.33	44,397.71	351.45	50,582.49			
March 1, 2003	5,833.34	44,397.71	351.45	50,582.50			
April 1, 2003	5,833.34	44,397.71	351.45	50,582.50			
May 1, 2003	5,833.34	44,397.71	351.45	50,582.50			
June 1, 2003	5,833.34	44,397.71	351.45	50,582.50	70,000.00	266,386.25	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2003	6,250.00	44,106.04	226.44	50,582.48			
August 1, 2003	6,250.00	44,106.04	226.44	50,582.48			
September 1, 2003	6,250.00	44,106.04	226.44	50,582.48			
October 1, 2003	6,250.00	44,106.04	226.44	50,582.48			
November 1, 2003	6,250.00	44,106.04	226.44	50,582.48			
December 1, 2003	6,250.00	44,106.05	226.44	50,582.49		264,636.25	
January 1, 2004	6,250.00	44,106.04	226.44	50,582.48			
February 1, 2004	6,250.00	44,106.04	226.44	50,582.48			
March 1, 2004	6,250.00	44,106.04	226.44	50,582.48			
April 1, 2004	6,250.00	44,106.04	226.44	50,582.48			
May 1, 2004	6,250.00	44,106.04	226.44	50,582.48			
June 1, 2004	6,250.00	44,106.05	226.44	50,582.49	75,000.00	264,636.25	
July 1, 2004	6,250.00	43,793.54	528.58	50,572.12			
August 1, 2004	6,250.00	43,793.54	528.58	50,572.12			
September 1, 2004	6,250.00	43,793.54	528.59	50,572.13			
October 1, 2004	6,250.00	43,793.54	528.59	50,572.13			
November 1, 2004	6,250.00	43,793.54	528.59	50,572.13			
December 1, 2004	6,250.00	43,793.55	528.58	50,572.13		262,761.25	
January 1, 2005	6,250.00	43,793.54	528.58	50,572.12			
February 1, 2005	6,250.00	43,793.54	528.58	50,572.12			
March 1, 2005	6,250.00	43,793.54	528.58	50,572.12			
April 1, 2005	6,250.00	43,793.54	528.58	50,572.12			
May 1, 2005	6,250.00	43,793.54	528.58	50,572.12			
June 1, 2005	6,250.00	43,793.55	528.58	50,572.13	75,000.00	262,761.25	
July 1, 2005	6,666.66	43,473.23	389.30	50,529.19			
August 1, 2005	6,666.66	43,473.23	389.30	50,529.19			
September 1, 2005	6,666.66	43,473.23	389.30	50,529.19			
October 1, 2005	6,666.66	43,473.23	389.30	50,529.19			
November 1, 2005	6,666.67	43,473.23	389.30	50,529.20			
December 1, 2005	6,666.67	43,473.23	389.30	50,529.20		260,839.38	
January 1, 2006	6,666.67	43,473.23	389.30	50,529.20			
February 1, 2006	6,666.67	43,473.23	389.30	50,529.20			
March 1, 2006	6,666.67	43,473.23	389.30	50,529.20			
April 1, 2006	6,666.67	43,473.23	389.30	50,529.20			
May 1, 2006	6,666.67	43,473.23	389.30	50,529.20			
June 1, 2006	6,666.67	43,473.23	389.30	50,529.20	80,000.00	260,839.38	
July 1, 2006	7,083.33	43,123.23	375.92	50,582.48			
August 1, 2006	7,083.33	43,123.23	375.92	50,582.48			
September 1, 2006	7,083.33	43,123.23	375.92	50,582.48			
October 1, 2006	7,083.33	43,123.23	375.92	50,582.48			
November 1, 2006	7,083.33	43,123.23	375.92	50,582.48			
December 1, 2006	7,083.33	43,123.23	375.92	50,582.48		258,739.38	
January 1, 2007	7,083.33	43,123.23	375.92	50,582.48			
February 1, 2007	7,083.33	43,123.23	375.92	50,582.48			
March 1, 2007	7,083.34	43,123.23	375.92	50,582.49			
April 1, 2007	7,083.34	43,123.23	375.92	50,582.49			
May 1, 2007	7,083.34	43,123.23	375.92	50,582.49			
June 1, 2007	7,083.34	43,123.23	375.92	50,582.49	85,000.00	258,739.38	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2007	7,500.00	42,742.50	339.98	50,582.48			
August 1, 2007	7,500.00	42,742.50	339.98	50,582.48			
September 1, 2007	7,500.00	42,742.50	339.98	50,582.48			
October 1, 2007	7,500.00	42,742.50	339.98	50,582.48			
November 1, 2007	7,500.00	42,742.50	339.98	50,582.48			
December 1, 2007	7,500.00	42,742.50	339.98	50,582.48		256,455.00	
January 1, 2008	7,500.00	42,742.50	339.98	50,582.48			
February 1, 2008	7,500.00	42,742.50	339.98	50,582.48			
March 1, 2008	7,500.00	42,742.50	339.98	50,582.48			
April 1, 2008	7,500.00	42,742.50	339.98	50,582.48			
May 1, 2008	7,500.00	42,742.50	339.98	50,582.48			
June 1, 2008	7,500.00	42,742.50	339.98	50,582.48	90,000.00	256,455.00	
July 1, 2008	7,916.66	42,337.50	328.32	50,582.48			
August 1, 2008	7,916.66	42,337.50	328.32	50,582.48			
September 1, 2008	7,916.66	42,337.50	328.32	50,582.48			
October 1, 2008	7,916.66	42,337.50	328.32	50,582.48			
November 1, 2008	7,916.67	42,337.50	328.32	50,582.49			
December 1, 2008	7,916.67	42,337.50	328.32	50,582.49		254,025.00	
January 1, 2009	7,916.67	42,337.50	328.32	50,582.49			
February 1, 2009	7,916.67	42,337.50	328.32	50,582.49			
March 1, 2009	7,916.67	42,337.50	328.32	50,582.49			
April 1, 2009	7,916.67	42,337.50	328.32	50,582.49			
May 1, 2009	7,918.67	42,337.50	328.32	50,582.49			
June 1, 2009	7,916.67	42,337.50	328.32	50,582.49	95,000.00	254,025.00	
July 1, 2009	8,333.33	41,902.08	347.07	50,582.48			
August 1, 2009	8,333.33	41,902.08	347.07	50,582.48			
September 1, 2009	8,333.33	41,902.08	347.07	50,582.48			
October 1, 2009	8,333.33	41,902.08	347.07	50,582.48			
November 1, 2009	8,333.33	41,902.09	347.07	50,582.49			
December 1, 2009	8,333.33	41,902.09	347.07	50,582.49		251,412.50	
January 1, 2010	8,333.33	41,902.08	347.07	50,582.48			
February 1, 2010	8,333.33	41,902.08	347.07	50,582.48			
March 1, 2010	8,333.34	41,902.08	347.07	50,582.49			
April 1, 2010	8,333.34	41,902.08	347.07	50,582.49			
May 1, 2010	8,333.34	41,902.09	347.07	50,582.50			
June 1, 2010	8,333.34	41,902.09	347.07	50,582.50	100,000.00	251,412.50	
July 1, 2010	8,750.00	41,435.41	382.61	50,568.02			
August 1, 2010	8,750.00	41,435.41	382.61	50,568.02			
September 1, 2010	8,750.00	41,435.42	382.61	50,568.03			
October 1, 2010	8,750.00	41,435.42	382.61	50,568.03			
November 1, 2010	8,750.00	41,435.42	382.61	50,568.03			
December 1, 2010	8,750.00	41,435.42	382.61	50,568.03		248,612.50	
January 1, 2011	8,750.00	41,435.41	382.61	50,568.02			
February 1, 2011	8,750.00	41,435.41	382.61	50,568.02			
March 1, 2011	8,750.00	41,435.42	382.61	50,568.03			
April 1, 2011	8,750.00	41,435.42	382.61	50,568.03			
May 1, 2011	8,750.00	41,435.42	382.61	50,568.03			
June 1, 2011	8,750.00	41,435.42	382.61	50,568.03	105,000.00	248,612.50	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2011	9,166.66	40,910.41	427.45	50,504.52			
August 1, 2011	9,166.66	40,910.41	427.45	50,504.52			
September 1, 2011	9,166.66	40,910.42	427.45	50,504.53			
October 1, 2011	9,166.66	40,910.42	427.45	50,504.53			
November 1, 2011	9,166.67	40,910.42	427.45	50,504.54			
December 1, 2011	9,166.67	40,910.42	427.45	50,504.54		245,462.50	
January 1, 2012	9,166.67	40,910.41	427.45	50,504.53			
February 1, 2012	9,166.67	40,910.41	427.45	50,504.53			
March 1, 2012	9,166.67	40,910.42	427.45	50,504.54			
April 1, 2012	9,166.67	40,910.42	427.45	50,504.54			
May 1, 2012	9,166.67	40,910.42	427.45	50,504.54			
June 1, 2012	9,166.67	40,910.42	427.45	50,504.54	110,000.00	245,462.50	
July 1, 2012	9,583.32	40,360.41	538.78	50,482.51			
August 1, 2012	9,583.32	40,360.41	538.78	50,482.51			
September 1, 2012	9,583.32	40,360.42	538.78	50,482.52			
October 1, 2012	9,583.34	40,360.42	538.78	50,482.54			
November 1, 2012	9,583.34	40,360.42	538.79	50,482.55			
December 1, 2012	9,583.34	40,360.42	538.79	50,482.55		242,162.50	
January 1, 2013	9,583.33	40,360.41	538.79	50,482.53			
February 1, 2013	9,583.33	40,360.41	538.79	50,482.53			
March 1, 2013	9,583.34	40,360.42	538.79	50,482.55			
April 1, 2013	9,583.34	40,360.42	538.79	50,482.55			
May 1, 2013	9,583.34	40,360.42	538.79	50,482.55			
June 1, 2013	9,583.34	40,360.42	538.79	50,482.55	115,000.00	242,162.50	
July 1, 2013	10,416.66	39,785.41	360.41	50,582.48			
August 1, 2013	10,416.66	39,785.41	360.41	50,582.48			
September 1, 2013	10,416.66	39,785.42	380.41	50,582.49			
October 1, 2013	10,416.66	39,785.42	380.41	50,582.49			
November 1, 2013	10,416.67	39,785.42	380.41	50,582.50			
December 1, 2013	10,416.67	39,785.42	380.41	50,582.50		238,712.50	
January 1, 2014	10,416.67	39,785.41	380.41	50,582.49			
February 1, 2014	10,416.67	39,785.41	380.41	50,582.49			
March 1, 2014	10,416.67	39,785.42	380.41	50,582.50			
April 1, 2014	10,416.67	39,785.42	380.41	50,582.50			
May 1, 2014	10,416.67	39,785.42	380.41	50,582.50			
June 1, 2014	10,416.67	39,785.42	380.41	50,582.50	125,000.00	238,712.50	
July 1, 2014	10,833.33	39,160.41	518.30	50,512.04			
August 1, 2014	10,833.33	39,160.41	518.30	50,512.04			
September 1, 2014	10,833.33	39,160.42	518.30	50,512.05			
October 1, 2014	10,833.33	39,160.42	518.30	50,512.05			
November 1, 2014	10,833.33	39,160.42	518.30	50,512.05			
December 1, 2014	10,833.33	39,160.42	518.30	50,512.05		234,962.50	
January 1, 2015	10,833.33	39,160.41	518.30	50,512.04			
February 1, 2015	10,833.33	39,160.41	518.30	50,512.04			
March 1, 2015	10,833.33	39,160.42	518.30	50,512.05			
April 1, 2015	10,833.33	39,160.42	518.30	50,512.05			
May 1, 2015	10,833.33	39,160.42	518.30	50,512.05			
June 1, 2015	10,833.37	39,160.42	518.30	50,512.09	130,000.00	234,962.50	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2015	11,666.66	38,510.41	382.62	50,559.69			
August 1, 2015	11,666.66	38,510.41	382.62	50,559.69			
September 1, 2015	11,666.66	38,510.42	382.62	50,559.70			
October 1, 2015	11,666.66	38,510.42	382.62	50,559.70			
November 1, 2015	11,666.67	38,510.42	382.62	50,559.71			
December 1, 2015	11,666.67	38,510.42	382.62	50,559.71		231,062.50	
January 1, 2016	11,666.67	38,510.41	382.62	50,559.70			
February 1, 2016	11,666.67	38,510.41	382.62	50,559.70			
March 1, 2016	11,666.67	38,510.42	382.62	50,559.71			
April 1, 2016	11,666.67	38,510.42	382.62	50,559.71			
May 1, 2016	11,666.67	38,510.42	382.62	50,559.71			
June 1, 2016	11,666.67	38,510.42	382.62	50,559.71	140,000.00	231,062.50	
July 1, 2016	12,500.00	37,781.25	301.23	50,582.48			
August 1, 2016	12,500.00	37,781.25	301.23	50,582.48			
September 1, 2016	12,500.00	37,781.25	301.23	50,582.48			
October 1, 2016	12,500.00	37,781.25	301.23	50,582.48			
November 1, 2016	12,500.00	37,781.25	301.23	50,582.48			
December 1, 2016	12,500.00	37,781.25	301.23	50,582.48		226,687.50	
January 1, 2017	12,500.00	37,781.25	301.23	50,582.48			
February 1, 2017	12,500.00	37,781.25	301.23	50,582.48			
March 1, 2017	12,500.00	37,781.25	301.23	50,582.48			
April 1, 2017	12,500.00	37,781.25	301.23	50,582.48			
May 1, 2017	12,500.00	37,781.25	301.23	50,582.48			
June 1, 2017	12,500.00	37,781.25	301.23	50,582.48	150,000.00	226,687.50	
July 1, 2017	13,333.33	37,000.00	249.15	50,582.48			
August 1, 2017	13,333.33	37,000.00	249.15	50,582.48			
September 1, 2017	13,333.33	37,000.00	249.15	50,582.48			
October 1, 2017	13,333.33	37,000.00	249.15	50,582.48			
November 1, 2017	13,333.33	37,000.00	249.15	50,582.48			
December 1, 2017	13,333.33	37,000.00	249.15	50,582.48		222,000.00	
January 1, 2018	13,333.33	37,000.00	249.15	50,582.48			
February 1, 2018	13,333.33	37,000.00	249.15	50,582.48			
March 1, 2018	13,333.34	37,000.00	249.15	50,582.49			
April 1, 2018	13,333.34	37,000.00	249.15	50,582.49			
May 1, 2018	13,333.34	37,000.00	249.15	50,582.49			
June 1, 2018	13,333.34	37,000.00	249.15	50,582.49	160,000.00	222,000.00	
July 1, 2018	14,166.66	36,166.66	249.16	50,582.48			
August 1, 2018	14,166.66	36,166.66	249.16	50,582.48			
September 1, 2018	14,166.66	36,166.67	249.16	50,582.49			
October 1, 2018	14,166.66	36,166.67	249.16	50,582.49			
November 1, 2018	14,166.67	36,166.67	249.16	50,582.50			
December 1, 2018	14,166.67	36,166.67	249.16	50,582.50		217,000.00	
January 1, 2019	14,166.67	36,166.66	249.16	50,582.49			
February 1, 2019	14,166.67	36,166.66	249.16	50,582.49			
March 1, 2019	14,166.67	36,166.67	249.16	50,582.50			
April 1, 2019	14,166.67	36,166.67	249.16	50,582.50			
May 1, 2019	14,166.67	36,166.67	249.16	50,582.50			
June 1, 2019	14,166.67	36,166.67	249.16	50,582.50	170,000.00	217,000.00	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2019	15,000.00	35,281.25	301.23	50,582.48			
August 1, 2019	15,000.00	35,281.25	301.23	50,582.48			
September 1, 2019	15,000.00	35,281.25	301.23	50,582.48			
October 1, 2019	15,000.00	35,281.25	301.23	50,582.48			
November 1, 2019	15,000.00	35,281.25	301.23	50,582.48			
December 1, 2019	15,000.00	35,281.25	301.23	50,582.48		211,687.50	
January 1, 2020	15,000.00	35,281.25	301.23	50,582.48			
February 1, 2020	15,000.00	35,281.25	301.23	50,582.48			
March 1, 2020	15,000.00	35,281.25	301.23	50,582.48			
April 1, 2020	15,000.00	35,281.25	301.23	50,582.48			
May 1, 2020	15,000.00	35,281.25	301.23	50,582.48			
June 1, 2020	15,000.00	35,281.25	301.23	50,582.48	180,000.00	211,687.50	
July 1, 2020	15,833.33	34,343.75	382.62	50,559.70			
August 1, 2020	15,833.33	34,343.75	382.62	50,559.70			
September 1, 2020	15,833.33	34,343.75	382.62	50,559.70			
October 1, 2020	15,833.33	34,343.75	382.62	50,559.70			
November 1, 2020	15,833.33	34,343.75	382.62	50,559.70			
December 1, 2020	15,833.33	34,343.75	382.62	50,559.70		206,062.50	
January 1, 2021	15,833.33	34,343.75	382.62	50,559.70			
February 1, 2021	15,833.33	34,343.75	382.62	50,559.70			
March 1, 2021	15,833.33	34,343.75	382.62	50,559.70			
April 1, 2021	15,833.33	34,343.75	382.62	50,559.70			
May 1, 2021	15,833.33	34,343.75	382.62	50,559.70			
June 1, 2021	15,833.37	34,343.75	382.62	50,559.74	190,000.00	206,062.50	
July 1, 2021	16,666.67	33,373.95	516.09	50,556.71			
August 1, 2021	16,666.67	33,373.96	516.09	50,556.72			
September 1, 2021	16,666.67	33,373.96	516.09	50,556.72			
October 1, 2021	16,666.67	33,373.96	516.09	50,556.72			
November 1, 2021	16,666.67	33,373.96	516.09	50,556.72			
December 1, 2021	16,666.67	33,373.96	516.09	50,556.72		200,243.75	
January 1, 2022	16,666.67	33,373.95	516.09	50,556.71			
February 1, 2022	16,666.67	33,373.96	516.09	50,556.72			
March 1, 2022	16,666.67	33,373.96	516.09	50,556.72			
April 1, 2022	16,666.67	33,373.96	516.09	50,556.72			
May 1, 2022	16,666.67	33,373.96	516.09	50,556.72			
June 1, 2022	16,666.63	33,373.96	516.09	50,556.68	200,000.00	200,243.75	
July 1, 2022	17,916.66	32,353.12	312.70	50,582.48			
August 1, 2022	17,916.66	32,353.12	312.70	50,582.48			
September 1, 2022	17,916.66	32,353.12	312.70	50,582.48			
October 1, 2022	17,916.66	32,353.13	312.70	50,582.49			
November 1, 2022	17,916.67	32,353.13	312.70	50,582.50			
December 1, 2022	17,916.67	32,353.13	312.70	50,582.50		194,118.75	
January 1, 2023	17,916.67	32,353.12	312.70	50,582.49			
February 1, 2023	17,916.67	32,353.12	312.70	50,582.49			
March 1, 2023	17,916.67	32,353.12	312.70	50,582.49			
April 1, 2023	17,916.67	32,353.13	312.70	50,582.50			
May 1, 2023	17,916.67	32,353.13	312.70	50,582.50			
June 1, 2023	17,916.67	32,353.13	312.70	50,582.50	215,000.00	194,118.75	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2023	18,750.00	31,255.73	516.08	50,521.81			
August 1, 2023	18,750.00	31,255.73	516.08	50,521.81			
September 1, 2023	18,750.00	31,255.73	516.08	50,521.81			
October 1, 2023	18,750.00	31,255.73	516.08	50,521.81			
November 1, 2023	18,750.00	31,255.73	516.08	50,521.81			
December 1, 2023	18,750.00	31,255.73	516.08	50,521.81		187,534.38	
January 1, 2024	18,750.00	31,255.73	516.08	50,521.81			
February 1, 2024	18,750.00	31,255.73	516.08	50,521.81			
March 1, 2024	18,750.00	31,255.73	516.08	50,521.81			
April 1, 2024	18,750.00	31,255.73	516.08	50,521.81			
May 1, 2024	18,750.00	31,255.73	516.08	50,521.81			
June 1, 2024	18,750.00	31,255.73	516.08	50,521.81	225,000.00	187,534.38	
July 1, 2024	20,000.00	30,107.29	452.54	50,559.83			
August 1, 2024	20,000.00	30,107.29	452.54	50,559.83			
September 1, 2024	20,000.00	30,107.29	452.54	50,559.83			
October 1, 2024	20,000.00	30,107.29	452.54	50,559.83			
November 1, 2024	20,000.00	30,107.29	452.54	50,559.83			
December 1, 2024	20,000.00	30,107.30	452.54	50,559.84		180,643.75	
January 1, 2025	20,000.00	30,107.29	452.54	50,559.83			
February 1, 2025	20,000.00	30,107.29	452.54	50,559.83			
March 1, 2025	20,000.00	30,107.29	452.54	50,559.83			
April 1, 2025	20,000.00	30,107.29	452.54	50,559.83			
May 1, 2025	20,000.00	30,107.29	452.54	50,559.83			
June 1, 2025	20,000.00	30,107.30	452.54	50,559.84	240,000.00	180,643.75	
July 1, 2025	21,250.00	28,882.29	382.62	50,514.91			
August 1, 2025	21,250.00	28,882.29	382.62	50,514.91			
September 1, 2025	21,250.00	28,882.29	382.62	50,514.91			
October 1, 2025	21,250.00	28,882.29	382.62	50,514.91			
November 1, 2025	21,250.00	28,882.29	382.62	50,514.91			
December 1, 2025	21,250.00	28,882.30	382.62	50,514.92		173,293.75	
January 1, 2026	21,250.00	28,882.29	382.62	50,514.91			
February 1, 2026	21,250.00	28,882.29	382.62	50,514.91			
March 1, 2026	21,250.00	28,882.29	382.62	50,514.91			
April 1, 2026	21,250.00	28,882.29	382.62	50,514.91			
May 1, 2026	21,250.00	28,882.29	382.62	50,514.91			
June 1, 2026	21,250.00	28,882.30	382.62	50,514.92	255,000.00	173,293.75	
July 1, 2026	22,500.00	27,554.16	497.33	50,551.49			
August 1, 2026	22,500.00	27,554.16	497.33	50,551.49			
September 1, 2026	22,500.00	27,554.17	497.33	50,551.50			
October 1, 2026	22,500.00	27,554.17	497.33	50,551.50			
November 1, 2026	22,500.00	27,554.17	497.33	50,551.50			
December 1, 2026	22,500.00	27,554.17	497.33	50,551.50		165,325.00	
January 1, 2027	22,500.00	27,554.16	497.33	50,551.49			
February 1, 2027	22,500.00	27,554.16	497.33	50,551.49			
March 1, 2027	22,500.00	27,554.17	497.33	50,551.50			
April 1, 2027	22,500.00	27,554.17	497.33	50,551.50			
May 1, 2027	22,500.00	27,554.17	497.33	50,551.50			
June 1, 2027	22,500.00	27,554.17	497.33	50,551.50	270,000.00	165,325.00	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2027	24,166.66	26,147.91	267.91	50,582.48			
August 1, 2027	24,166.66	26,147.91	267.91	50,582.48			
September 1, 2027	24,166.66	26,147.92	267.91	50,582.49			
October 1, 2027	24,166.66	26,147.92	267.91	50,582.49			
November 1, 2027	24,166.67	26,147.92	267.91	50,582.50			
December 1, 2027	24,166.67	26,147.92	267.91	50,582.50		156,887.50	
January 1, 2028	24,166.67	26,147.91	267.91	50,582.49			
February 1, 2028	24,166.67	26,147.91	267.91	50,582.49			
March 1, 2028	24,166.67	26,147.92	267.91	50,582.50			
April 1, 2028	24,166.67	26,147.92	267.91	50,582.50			
May 1, 2028	24,166.67	26,147.92	267.91	50,582.50			
June 1, 2028	24,166.67	26,147.92	267.91	50,582.50	290,000.00	156,887.50	
July 1, 2028	25,416.66	24,637.50	464.01	50,518.17			
August 1, 2028	25,416.66	24,637.50	464.01	50,518.17			
September 1, 2028	25,416.66	24,637.50	464.01	50,518.17			
October 1, 2028	25,416.66	24,637.50	464.01	50,518.17			
November 1, 2028	25,416.67	24,637.50	464.01	50,518.18			
December 1, 2028	25,416.67	24,637.50	464.01	50,518.18		147,825.00	
January 1, 2029	25,416.67	24,637.50	464.01	50,518.18			
February 1, 2029	25,416.67	24,637.50	464.01	50,518.18			
March 1, 2029	25,416.67	24,637.50	464.01	50,518.18			
April 1, 2029	25,416.67	24,637.50	464.01	50,518.18			
May 1, 2029	25,416.67	24,637.50	464.01	50,518.18			
June 1, 2029	25,416.67	24,637.50	464.01	50,518.18	305,000.00	147,825.00	
July 1, 2029	27,083.33	23,048.95	382.62	50,514.90			
August 1, 2029	27,083.33	23,048.96	382.62	50,514.91			
September 1, 2029	27,083.33	23,048.96	382.62	50,514.91			
October 1, 2029	27,083.33	23,048.96	382.62	50,514.91			
November 1, 2029	27,083.33	23,048.96	382.62	50,514.91			
December 1, 2029	27,083.33	23,048.96	382.62	50,514.91		138,293.75	
January 1, 2030	27,083.33	23,048.95	382.62	50,514.90			
February 1, 2030	27,083.33	23,048.96	382.62	50,514.91			
March 1, 2030	27,083.34	23,048.96	382.62	50,514.92			
April 1, 2030	27,083.34	23,048.96	382.62	50,514.92			
May 1, 2030	27,083.34	23,048.96	382.62	50,514.92			
June 1, 2030	27,083.34	23,048.96	382.62	50,514.92	325,000.00	138,293.75	
July 1, 2030	28,750.00	21,356.25	382.62	50,488.87			
August 1, 2030	28,750.00	21,356.25	382.62	50,488.87			
September 1, 2030	28,750.00	21,356.25	382.62	50,488.87			
October 1, 2030	28,750.00	21,356.25	382.62	50,488.87			
November 1, 2030	28,750.00	21,356.25	382.62	50,488.87			
December 1, 2030	28,750.00	21,356.25	382.62	50,488.87		128,137.50	
January 1, 2031	28,750.00	21,356.25	382.62	50,488.87			
February 1, 2031	28,750.00	21,356.25	382.62	50,488.87			
March 1, 2031	28,750.00	21,356.25	382.62	50,488.87			
April 1, 2031	28,750.00	21,356.25	382.62	50,488.87			
May 1, 2031	28,750.00	21,356.25	382.62	50,488.87			
June 1, 2031	28,750.00	21,356.25	382.62	50,488.87	345,000.00	128,137.50	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2031	30,416.66	19,523.43	382.62	50,322.71			
August 1, 2031	30,416.66	19,523.44	382.62	50,322.72			
September 1, 2031	30,416.66	19,523.44	382.62	50,322.72			
October 1, 2031	30,416.66	19,523.44	382.62	50,322.72			
November 1, 2031	30,416.67	19,523.44	382.62	50,322.73			
December 1, 2031	30,416.67	19,523.44	382.62	50,322.73		117,140.63	
January 1, 2032	30,416.67	19,523.43	382.62	50,322.72			
February 1, 2032	30,416.67	19,523.44	382.62	50,322.73			
March 1, 2032	30,416.67	19,523.44	382.62	50,322.73			
April 1, 2032	30,416.67	19,523.44	382.62	50,322.73			
May 1, 2032	30,416.67	19,523.44	382.62	50,322.73			
June 1, 2032	30,416.67	19,523.44	382.62	50,322.73	365,000.00	117,140.63	
July 1, 2032	32,500.00	17,584.37	382.62	50,466.99			
August 1, 2032	32,500.00	17,584.37	382.62	50,466.99			
September 1, 2032	32,500.00	17,584.37	382.62	50,466.99			
October 1, 2032	32,500.00	17,584.38	382.62	50,467.00			
November 1, 2032	32,500.00	17,584.38	382.62	50,467.00			
December 1, 2032	32,500.00	17,584.38	382.62	50,467.00		105,506.25	
January 1, 2033	32,500.00	17,584.37	382.62	50,466.99			
February 1, 2033	32,500.00	17,584.37	382.62	50,466.99			
March 1, 2033	32,500.00	17,584.37	382.62	50,466.99			
April 1, 2033	32,500.00	17,584.38	382.62	50,467.00			
May 1, 2033	32,500.00	17,584.38	382.62	50,467.00			
June 1, 2033	32,500.00	17,584.38	382.62	50,467.00	390,000.00	105,506.25	
July 1, 2033	34,583.33	15,512.50	382.62	50,478.45			
August 1, 2033	34,583.33	15,512.50	382.62	50,478.45			
September 1, 2033	34,583.33	15,512.50	382.62	50,478.45			
October 1, 2033	34,583.33	15,512.50	382.62	50,478.45			
November 1, 2033	34,583.33	15,512.50	382.62	50,478.45			
December 1, 2033	34,583.33	15,512.50	382.62	50,478.45		93,075.00	
January 1, 2034	34,583.33	15,512.50	382.62	50,478.45			
February 1, 2034	34,583.33	15,512.50	382.62	50,478.45			
March 1, 2034	34,583.34	15,512.50	382.62	50,478.46			
April 1, 2034	34,583.34	15,512.50	382.62	50,478.46			
May 1, 2034	34,583.34	15,512.50	382.62	50,478.46			
June 1, 2034	34,583.34	15,512.50	382.62	50,478.46	415,000.00	93,075.00	
July 1, 2034	36,666.66	13,307.81	382.62	50,357.09			
August 1, 2034	36,666.66	13,307.81	382.62	50,357.09			
September 1, 2034	36,666.66	13,307.81	382.62	50,357.09			
October 1, 2034	36,666.66	13,307.81	382.62	50,357.09			
November 1, 2034	38,666.67	13,307.82	382.62	50,357.11			
December 1, 2034	38,666.67	13,307.82	382.62	50,357.11		79,846.88	
January 1, 2035	36,666.67	13,307.81	382.62	50,357.10			
February 1, 2035	36,666.67	13,307.81	382.62	50,357.10			
March 1, 2035	36,666.67	13,307.81	382.62	50,357.10			
April 1, 2035	36,666.67	13,307.81	382.62	50,357.10			
May 1, 2035	36,666.67	13,307.82	382.62	50,357.11			
June 1, 2035	36,666.67	13,307.82	382.62	50,357.11	440,000.00	79,846.88	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
July 1, 2035	39,166.66	10,970.31	382.62	50,519.59			
August 1, 2035	39,166.66	10,970.31	382.62	50,519.59			
September 1, 2035	39,166.66	10,970.31	382.62	50,519.59			
October 1, 2035	39,166.66	10,970.31	382.62	50,519.59			
November 1, 2035	39,166.67	10,970.32	382.62	50,519.61			
December 1, 2035	39,166.67	10,970.32	382.62	50,519.61		65,821.88	
January 1, 2036	39,166.67	10,970.31	382.62	50,519.60			
February 1, 2036	39,166.67	10,970.31	382.62	50,519.60			
March 1, 2036	39,166.67	10,970.31	382.62	50,519.60			
April 1, 2036	39,166.67	10,970.31	382.62	50,519.60			
May 1, 2036	39,166.67	10,970.32	382.62	50,519.61			
June 1, 2036	39,166.67	10,970.32	382.62	50,519.61	470,000.00	65,821.88	
July 1, 2036	41,666.66	8,473.43	382.62	50,522.71			
August 1, 2036	41,666.66	8,473.44	382.62	50,522.72			
September 1, 2036	41,666.66	8,473.44	382.62	50,522.72			
October 1, 2036	41,666.66	8,473.44	382.62	50,522.72			
November 1, 2036	41,666.67	8,473.44	382.62	50,522.73			
December 1, 2036	41,666.67	8,473.44	382.62	50,522.73		50,840.63	
January 1, 2037	41,666.67	8,473.43	382.62	50,522.72			
February 1, 2037	41,666.67	8,473.44	382.62	50,522.73			
March 1, 2037	41,666.67	8,473.44	382.62	50,522.73			
April 1, 2037	41,666.67	8,473.44	382.62	50,522.73			
May 1, 2037	41,666.67	8,473.44	382.62	50,522.73			
June 1, 2037	41,666.67	8,473.44	382.62	50,522.73	500,000.00	50,840.63	
July 1, 2037	44,166.66	5,817.18	382.62	50,366.46			
August 1, 2037	44,166.66	5,817.19	382.62	50,366.47			
September 1, 2037	44,166.66	5,817.19	382.62	50,366.47			
October 1, 2037	44,166.66	5,817.19	382.62	50,366.47			
November 1, 2037	44,166.67	5,817.19	382.62	50,366.48			
December 1, 2037	44,166.67	5,817.19	382.62	50,366.48		34,903.13	
January 1, 2038	44,166.67	5,817.18	382.62	50,366.47			
February 1, 2038	44,166.67	5,817.19	382.62	50,366.48			
March 1, 2038	44,166.67	5,817.19	382.62	50,366.48			
April 1, 2038	44,166.67	5,817.19	382.62	50,366.48			
May 1, 2038	44,166.67	5,817.19	382.62	50,366.48			
June 1, 2038	44,166.67	5,817.19	382.62	50,366.48	530,000.00	34,903.13	
July 1, 2038	47,083.33	3,001.56	382.62	50,467.51			
August 1, 2038	47,083.33	3,001.56	382.62	50,467.51			
September 1, 2038	47,083.33	3,001.56	382.62	50,467.51			
October 1, 2038	47,083.33	3,001.56	382.62	50,467.51			
November 1, 2038	47,083.33	3,001.57	382.62	50,467.52			
December 1, 2038	47,083.33	3,001.57	382.62	50,467.52		18,009.38	
January 1, 2039	47,083.33	3,001.56	382.62	50,467.51			
February 1, 2039	47,083.33	3,001.56	382.62	50,467.51			
March 1, 2039	47,083.34	3,001.56	382.62	50,467.52			
April 1, 2039	47,083.34	3,001.56	382.62	50,467.52			
May 1, 2039	47,083.34	3,001.57	382.62	50,467.53			
June 1, 2039	47,083.34	3,001.57	382.62	50,467.53	565,000.00	18,009.38	

Schedule of Monthly Use Fee Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Cap/Accrued Interest (3)
TOTALS	8,705,000.00	14,613,671.96	177,916.85	23,496,588.81	8,705,000.00	14,613,671.96	403,550.63

(1) Deposits are due with the Municipal Bond Commission two (2) working day prior to the first of each month.

(2) Excludes Accrued Interest of \$37,365.80 deposited with the Trustee on January 26, 2000, and Capitalized Interest of \$356,768.38 deposited with the Municipal Bond Commission. Assumes interest on the Capitalized Interest was net-funded at an earnings rate of 4.0%. Capitalized Interest was paid for from Bond proceeds and is a pre-paid Use Fee payment.

(3) Includes Accrued Interest of \$37,365.08 deposited with the Trustee on January 26, 2000 and will require approximately \$231,668.67 in Capitalized Interest funds for the June 1, 2000, deposit with the Trustee and \$134,516.88 for the December 1, 2000, deposit with the Trustee. The final amounts of the deposits will need to be finalized on May 31, 2000, and November 29, 2000, by the West Virginia Water Development Authority and the Municipal Bond Commission.

Regional Development Authority of Charleston-Kanawha County (West Virginia)
WDA Loans (Loan Program III)
Series A (Use Fees)

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/2000	-	-	269,033.75	269,033.75
12/01/2000	-	-	269,033.75	269,033.75
6/01/2001	50,000.00	4.350%	269,033.75	319,033.75
12/01/2001	-	-	267,946.25	267,946.25
6/01/2002	65,000.00	4.800%	267,946.25	332,946.25
12/01/2002	-	-	266,386.25	266,386.25
6/01/2003	70,000.00	5.000%	266,386.25	336,386.25
12/01/2003	-	-	264,636.25	264,636.25
6/01/2004	75,000.00	5.000%	264,636.25	339,636.25
12/01/2004	-	-	262,761.25	262,761.25
6/01/2005	75,000.00	5.125%	262,761.25	337,761.25
12/01/2005	-	-	260,839.38	260,839.38
6/01/2006	80,000.00	5.250%	260,839.38	340,839.38
12/01/2006	-	-	258,739.38	258,739.38
6/01/2007	85,000.00	5.375%	258,739.38	343,739.38
12/01/2007	-	-	256,455.00	256,455.00
6/01/2008	90,000.00	5.400%	256,455.00	346,455.00
12/01/2008	-	-	254,025.00	254,025.00
6/01/2009	95,000.00	5.500%	254,025.00	349,025.00
12/01/2009	-	-	251,412.50	251,412.50
6/01/2010	100,000.00	5.600%	251,412.50	351,412.50
12/01/2010	-	-	248,612.50	248,612.50
6/01/2011	105,000.00	6.000%	248,612.50	353,612.50
12/01/2011	-	-	245,462.50	245,462.50
6/01/2012	110,000.00	6.000%	245,462.50	355,462.50
12/01/2012	-	-	242,162.50	242,162.50
6/01/2013	115,000.00	6.000%	242,162.50	357,162.50
12/01/2013	-	-	238,712.50	238,712.50
6/01/2014	125,000.00	6.000%	238,712.50	363,712.50
12/01/2014	-	-	234,962.50	234,962.50
6/01/2015	130,000.00	6.000%	234,962.50	364,962.50
12/01/2015	-	-	231,062.50	231,062.50
6/01/2016	140,000.00	6.250%	231,062.50	371,062.50
12/01/2016	-	-	226,687.50	226,687.50
6/01/2017	150,000.00	6.250%	226,687.50	376,687.50
12/01/2017	-	-	222,000.00	222,000.00
6/01/2018	160,000.00	6.250%	222,000.00	382,000.00
12/01/2018	-	-	217,000.00	217,000.00
6/01/2019	170,000.00	6.250%	217,000.00	387,000.00
12/01/2019	-	-	211,687.50	211,687.50
6/01/2020	180,000.00	6.250%	211,687.50	391,687.50
12/01/2020	-	-	206,062.50	206,062.50
6/01/2021	190,000.00	6.125%	206,062.50	396,062.50
12/01/2021	-	-	200,243.75	200,243.75
6/01/2022	200,000.00	6.125%	200,243.75	400,243.75

Regional Development Authority of Charleston-Kanawha County (West Virginia)
WDA Loans (Loan Program III)
Series A (Use Fees)

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/01/2022	-	-	194,118.75	194,118.75
6/01/2023	215,000.00	6.125%	194,118.75	409,118.75
12/01/2023	-	-	187,534.38	187,534.38
6/01/2024	225,000.00	6.125%	187,534.38	412,534.38
12/01/2024	-	-	180,643.75	180,643.75
6/01/2025	240,000.00	6.125%	180,643.75	420,643.75
12/01/2025	-	-	173,293.75	173,293.75
6/01/2026	255,000.00	6.250%	173,293.75	428,293.75
12/01/2026	-	-	165,325.00	165,325.00
6/01/2027	270,000.00	6.250%	165,325.00	435,325.00
12/01/2027	-	-	156,887.50	156,887.50
6/01/2028	290,000.00	6.250%	156,887.50	446,887.50
12/01/2028	-	-	147,825.00	147,825.00
6/01/2029	305,000.00	6.250%	147,825.00	452,825.00
12/01/2029	-	-	138,293.75	138,293.75
6/01/2030	325,000.00	6.250%	138,293.75	463,293.75
12/01/2030	-	-	128,137.50	128,137.50
6/01/2031	345,000.00	6.375%	128,137.50	473,137.50
12/01/2031	-	-	117,140.63	117,140.63
6/01/2032	365,000.00	6.375%	117,140.63	482,140.63
12/01/2032	-	-	105,506.25	105,506.25
6/01/2033	390,000.00	6.375%	105,506.25	495,506.25
12/01/2033	-	-	93,075.00	93,075.00
6/01/2034	415,000.00	6.375%	93,075.00	508,075.00
12/01/2034	-	-	79,846.88	79,846.88
6/01/2035	440,000.00	6.375%	79,846.88	519,846.88
12/01/2035	-	-	65,821.88	65,821.88
6/01/2036	470,000.00	6.375%	65,821.88	535,821.88
12/01/2036	-	-	50,840.63	50,840.63
6/01/2037	500,000.00	6.375%	50,840.63	550,840.63
12/01/2037	-	-	34,903.13	34,903.13
6/01/2038	530,000.00	6.375%	34,903.13	564,903.13
12/01/2038	-	-	18,009.38	18,009.38
6/01/2039	565,000.00	6.375%	18,009.38	583,009.38
Total	8,706,000.00	-	15,017,222.59	23,722,222.59

DRAFT

Regional Development Authority of Charleston-Kanawha County (West Virginia)

WDA Loan (Loan Program III 2000 Series B)

2000 Series B (Governmental Lease Payments)

Lease and Debt Service Schedules

Payment Date (1)	Schedule of Monthly Lease Payments RDA of Charleston-Kanawha County Deposits Due to the Municipal Bond Commission				Debt Service Schedule Municipal Bond Commission Payments Due to the Trustee		
	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Accrued Interest (3)
February 1, 2000		13,177.58	237.52	13,415.10			
March 1, 2000		13,177.58	237.52	13,415.10			
April 1, 2000		13,177.58	237.52	13,415.10			
May 1, 2000		13,177.59	237.52	13,415.11			
June 1, 2000		13,177.59	237.52	13,415.11		65,887.92	10,627.08
July 1, 2000	19,583.33	12,752.50	304.85	32,640.68			
August 1, 2000	19,583.33	12,752.50	304.85	32,640.68			
September 1, 2000	19,583.33	12,752.50	304.85	32,640.68			
October 1, 2000	19,583.33	12,752.50	304.85	32,640.68			
November 1, 2000	19,583.33	12,752.50	304.85	32,640.68			
December 1, 2000	19,583.33	12,752.50	304.85	32,640.68		76,515.00	
January 1, 2001	19,583.33	12,752.50	304.85	32,640.68			
February 1, 2001	19,583.33	12,752.50	304.85	32,640.68			
March 1, 2001	19,583.34	12,752.50	304.85	32,640.69			
April 1, 2001	19,583.34	12,752.50	304.85	32,640.69			
May 1, 2001	19,583.34	12,752.50	304.85	32,640.69			
June 1, 2001	19,583.34	12,752.50	304.85	32,640.69	235,000.00	76,515.00	
July 1, 2001	20,416.66	11,900.62	275.16	32,592.44			
August 1, 2001	20,416.66	11,900.62	275.16	32,592.44			
September 1, 2001	20,416.66	11,900.62	275.16	32,592.44			
October 1, 2001	20,416.66	11,900.63	275.16	32,592.45			
November 1, 2001	20,416.67	11,900.63	275.16	32,592.46			
December 1, 2001	20,416.67	11,900.63	275.16	32,592.46		71,403.75	
January 1, 2002	20,416.67	11,900.62	275.16	32,592.45			
February 1, 2002	20,416.67	11,900.62	275.16	32,592.45			
March 1, 2002	20,416.67	11,900.62	275.16	32,592.45			
April 1, 2002	20,416.67	11,900.63	275.16	32,592.46			
May 1, 2002	20,416.67	11,900.63	275.16	32,592.46			
June 1, 2002	20,416.67	11,900.63	275.16	32,592.46	245,000.00	71,403.75	
July 1, 2002	21,250.00	10,920.62	337.66	32,508.28			
August 1, 2002	21,250.00	10,920.62	337.66	32,508.28			
September 1, 2002	21,250.00	10,920.62	337.66	32,508.28			
October 1, 2002	21,250.00	10,920.63	337.66	32,508.29			
November 1, 2002	21,250.00	10,920.63	337.66	32,508.29			
December 1, 2002	21,250.00	10,920.63	337.66	32,508.29		65,523.75	
January 1, 2003	21,250.00	10,920.62	337.66	32,508.28			
February 1, 2003	21,250.00	10,920.62	337.66	32,508.28			
March 1, 2003	21,250.00	10,920.62	337.66	32,508.28			
April 1, 2003	21,250.00	10,920.63	337.66	32,508.29			
May 1, 2003	21,250.00	10,920.63	337.66	32,508.29			
June 1, 2003	21,250.00	10,920.63	337.66	32,508.29	255,000.00	65,523.75	

Schedule of Monthly Lease Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Accrued Interest (3)
July 1, 2003	22,500.00	9,858.12	237.52	32,595.64			
August 1, 2003	22,500.00	9,858.12	237.52	32,595.64			
September 1, 2003	22,500.00	9,858.12	237.52	32,595.64			
October 1, 2003	22,500.00	9,858.13	237.53	32,595.66			
November 1, 2003	22,500.00	9,858.13	237.53	32,595.66			
December 1, 2003	22,500.00	9,858.13	237.53	32,595.66			59,148.75
January 1, 2004	22,500.00	9,858.12	237.53	32,595.65			
February 1, 2004	22,500.00	9,858.12	237.53	32,595.65			
March 1, 2004	22,500.00	9,858.12	237.53	32,595.65			
April 1, 2004	22,500.00	9,858.13	237.53	32,595.66			
May 1, 2004	22,500.00	9,858.13	237.53	32,595.66			
June 1, 2004	22,500.00	9,858.13	237.53	32,595.66	270,000.00	59,148.75	
July 1, 2004	23,750.00	8,733.12	170.20	32,653.32			
August 1, 2004	23,750.00	8,733.12	170.20	32,653.32			
September 1, 2004	23,750.00	8,733.12	170.20	32,653.32			
October 1, 2004	23,750.00	8,733.13	170.20	32,653.33			
November 1, 2004	23,750.00	8,733.13	170.20	32,653.33			
December 1, 2004	23,750.00	8,733.13	170.20	32,653.33			52,398.75
January 1, 2005	23,750.00	8,733.12	170.20	32,653.32			
February 1, 2005	23,750.00	8,733.12	170.20	32,653.32			
March 1, 2005	23,750.00	8,733.12	170.20	32,653.32			
April 1, 2005	23,750.00	8,733.13	170.20	32,653.33			
May 1, 2005	23,750.00	8,733.13	170.20	32,653.33			
June 1, 2005	23,750.00	8,733.13	170.20	32,653.33	285,000.00	52,398.75	
July 1, 2005	25,000.00	7,515.93	137.39	32,653.32			
August 1, 2005	25,000.00	7,515.94	137.39	32,653.33			
September 1, 2005	25,000.00	7,515.94	137.39	32,653.33			
October 1, 2005	25,000.00	7,515.94	137.39	32,653.33			
November 1, 2005	25,000.00	7,515.94	137.39	32,653.33			
December 1, 2005	25,000.00	7,515.94	137.39	32,653.33			45,095.63
January 1, 2006	25,000.00	7,515.93	137.39	32,653.32			
February 1, 2006	25,000.00	7,515.94	137.39	32,653.33			
March 1, 2006	25,000.00	7,515.94	137.39	32,653.33			
April 1, 2006	25,000.00	7,515.94	137.39	32,653.33			
May 1, 2006	25,000.00	7,515.94	137.39	32,653.33			
June 1, 2006	25,000.00	7,515.94	137.39	32,653.33	300,000.00	45,095.63	
July 1, 2006	26,250.00	6,203.43	199.89	32,653.32			
August 1, 2006	26,250.00	6,203.44	199.89	32,653.33			
September 1, 2006	26,250.00	6,203.44	199.89	32,653.33			
October 1, 2006	26,250.00	6,203.44	199.89	32,653.33			
November 1, 2006	26,250.00	6,203.44	199.89	32,653.33			
December 1, 2006	26,250.00	6,203.44	199.89	32,653.33			37,220.63
January 1, 2007	26,250.00	6,203.43	199.89	32,653.32			
February 1, 2007	28,250.00	6,203.44	199.89	32,653.33			
March 1, 2007	26,250.00	6,203.44	199.89	32,653.33			
April 1, 2007	26,250.00	6,203.44	199.89	32,653.33			
May 1, 2007	26,250.00	6,203.44	199.89	32,653.33			
June 1, 2007	26,250.00	6,203.44	199.89	32,653.33	315,000.00	37,220.63	

Schedule of Monthly Lease Payments					Debt Service Schedule		
RDA of Charleston-Kanawha County					Municipal Bond Commission		
Deposits Due to the Municipal Bond Commission					Payments Due to the Trustee		
Payment Date (1)	Principal	Interest (2)	Admin Fee	Total	Principal	Interest	Accrued Interest (3)
July 1, 2007	27,500.00	4,792.50	237.53	32,530.03			
August 1, 2007	27,500.00	4,792.50	237.53	32,530.03			
September 1, 2007	27,500.00	4,792.50	237.53	32,530.03			
October 1, 2007	27,500.00	4,792.50	237.53	32,530.03			
November 1, 2007	27,500.00	4,792.50	237.53	32,530.03			
December 1, 2007	27,500.00	4,792.50	237.53	32,530.03		28,755.00	
January 1, 2008	27,500.00	4,792.50	237.53	32,530.03			
February 1, 2008	27,500.00	4,792.50	237.53	32,530.03			
March 1, 2008	27,500.00	4,792.50	237.53	32,530.03			
April 1, 2008	27,500.00	4,792.50	237.53	32,530.03			
May 1, 2008	27,500.00	4,792.50	237.53	32,530.03			
June 1, 2008	27,500.00	4,792.50	237.53	32,530.03	330,000.00	28,755.00	
July 1, 2008	29,166.66	3,307.50	179.16	32,653.32			
August 1, 2008	29,166.66	3,307.50	179.16	32,653.32			
September 1, 2008	29,166.66	3,307.50	179.16	32,653.32			
October 1, 2008	29,166.66	3,307.50	179.16	32,653.32			
November 1, 2008	29,166.67	3,307.50	179.16	32,653.33			
December 1, 2008	29,166.67	3,307.50	179.16	32,653.33		19,845.00	
January 1, 2009	29,166.67	3,307.50	179.16	32,653.33			
February 1, 2009	29,166.67	3,307.50	179.16	32,653.33			
March 1, 2009	29,166.67	3,307.50	179.16	32,653.33			
April 1, 2009	29,166.67	3,307.50	179.16	32,653.33			
May 1, 2009	29,166.67	3,307.50	179.16	32,653.33			
June 1, 2009	29,166.67	3,307.50	179.16	32,653.33	350,000.00	19,845.00	
July 1, 2009	30,416.66	1,703.33	295.90	32,415.89			
August 1, 2009	30,416.66	1,703.33	295.90	32,415.89			
September 1, 2009	30,416.66	1,703.33	295.90	32,415.89			
October 1, 2009	30,416.66	1,703.33	295.90	32,415.89			
November 1, 2009	30,416.67	1,703.34	295.90	32,415.91			
December 1, 2009	30,416.67	1,703.34	295.90	32,415.91		10,220.00	
January 1, 2010	30,416.67	1,703.33	295.90	32,415.90			
February 1, 2010	30,416.67	1,703.33	295.90	32,415.90			
March 1, 2010	30,416.67	1,703.33	295.90	32,415.90			
April 1, 2010	30,416.67	1,703.33	295.90	32,415.90			
May 1, 2010	30,416.67	1,703.34	295.90	32,415.91			
June 1, 2010	30,416.67	1,703.34	295.90	32,415.91	365,000.00	10,220.00	
TOTALS	2,950,000.00	998,140.44	29,690.81	3,977,831.25	2,950,000.00	998,140.44	10,627.08

(1) Deposits are due with the Municipal Bond Commission two (2) working day prior to the first of each month.

(2) Excludes Accrued Interest of \$10,627.08 deposited with the Trustee on January 26, 2000.

(3) Includes Accrued Interest of \$10,627.08 deposited with the Trustee on January 26, 2000 and will require approximately \$65,887.92 in debt service funds for the June 1, 2000, deposit with the Trustee. The final amount of the deposit will need to be finalized on May 31, 2000, by the West Virginia Water Development Authority and the Municipal Bond Commission.

Regional Development Authority of Charleston-Kanawha County (West Virginia)
WDA Loans (Loan Program III)
Series B (Governmental Lease Payments)

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/2000	-	-	76,515.00	76,515.00
12/01/2000	-	-	76,515.00	76,515.00
6/01/2001	235,000.00	4.350%	76,515.00	311,515.00
12/01/2001	-	-	71,403.75	71,403.75
6/01/2002	245,000.00	4.800%	71,403.75	316,403.75
12/01/2002	-	-	65,523.75	65,523.75
6/01/2003	255,000.00	5.000%	65,523.75	320,523.75
12/01/2003	-	-	59,148.75	59,148.75
6/01/2004	270,000.00	5.000%	59,148.75	329,148.75
12/01/2004	-	-	52,398.75	52,398.75
6/01/2005	285,000.00	5.125%	52,398.75	337,398.75
12/01/2005	-	-	45,095.63	45,095.63
6/01/2006	300,000.00	5.250%	45,095.63	345,095.63
12/01/2006	-	-	37,220.63	37,220.63
6/01/2007	315,000.00	5.375%	37,220.63	352,220.63
12/01/2007	-	-	28,755.00	28,755.00
6/01/2008	330,000.00	5.400%	28,755.00	358,755.00
12/01/2008	-	-	19,845.00	19,845.00
6/01/2009	350,000.00	5.500%	19,845.00	369,845.00
12/01/2009	-	-	10,220.00	10,220.00
6/01/2010	365,000.00	5.600%	10,220.00	375,220.00
Total	2,950,000.00	-	1,008,767.52	3,958,767.52

THIS FIRST AMENDMENT TO REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("First Amendment") is made as of this 18th day of September, 2003, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

WITNESSETH:

WHEREAS, the Company and the KCRDA are parties to a Revised Master Operation and Maintenance Agreement dated as of January 6, 2000 ("Existing Agreement") governing the Company's operation and maintenance of all water utility facilities owned by the KCRDA;

WHEREAS, the parties have jointly filed an application ("Application") with the Public Service Commission of West Virginia in Case No. 03-03-0610-W-CN for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities, including one project entailing up to 27 separate water line extensions in Kanawha County (the "27-Extension Project") and another water line extension project intended to serve the Pond Gap area of Kanawha County (the "Pond Gap Project");

WHEREAS, the parties have requested in the Application that the customers of the 27-Extension Project be subject to the imposition and collection of a surcharge of \$10 per month for ten years ("Surcharge"), all as is set forth in Article III of the Existing Agreement, and that the customers of the Pond Gap Project, on account of certain restrictions on the terms of that project's substantial grant funding, will not be subject to the Surcharge;

WHEREAS, the parties wish to amend the Existing Agreement so to provide;

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this First Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the

receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

I. APPLICABILITY OF EXISTING AGREEMENT TO PROJECTS: The facilities constructed pursuant to the 27-Extension Project and the Pond Gap Project and owned by the KCRDA ("2003 KCRDA Facilities"), and the customers to be served by the 2003 KCRDA Facilities, shall be subject for all purposes to the terms of the Existing Agreement as amended herein. For purposes of the Existing Agreement, the 2003 KCRDA Facilities shall not be considered Use Fee Facilities or County Leased Facilities as those terms are used in the Existing Agreement. In accordance with Section V.A.ii of the Existing Agreement, all future KCRDA customers served by water line additions and extensions constructed and owned by the KCRDA shall be subject for all purposes to the terms of the Existing Agreement as amended herein.

II. REVISION OF EXHIBIT 1 OF EXISTING AGREEMENT: Exhibit 1 of the Existing Agreement is hereby revised to add a new row containing the following information:

Partner:	KCRDA
Area:	Tolley Hollow – Sissonville Jordan Creek – White Hollow Frame Road – Patterson Drive Haines Branch – Sissonville Pete Hollow – Belle Old Goff Mountain Road – Cross Lanes Elk Drive – Newhouse Drive Newhouse Drive Doctors Creek – Dye/Elmore Doctors Creek – Johnson Blue Creek – Coco/Victor Clearview Heights – Across Poca River Railroad Hollow – Allen Fork Buff Lick – Keffer Hollow – Big Sandy Legg Fork – Page Legg Fork – Profitt Legg Fork – Harper Legg Fork – Moffatt Legg Fork – Shaffer

Martins Branch Road – Criner – Sissonville
Sandstone Drive – Kellys Creek
Spring Fork – Kellys Creek
Shirkey Lane – Sissonville
Fishers Fork – Fishers Branch
Wills Creek – Big Fork
Wills Creek – Sandridge
Wills Creek – Bias

Current Surcharge: N/A
Current Surcharge Term: N/A
Proposed Surcharge: \$10.00
Proposed Surcharge Term: 10 yrs.

Notwithstanding the provisions of Section VIII.B of the Existing Agreement, the customers to be served by the Pond Gap Project will not be subject to a surcharge or included in Exhibit 1 to the Existing Agreement.

III. EXISTING AGREEMENT REMAINS IN FORCE. Except as provided in this First Amendment, the Existing Agreement shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this First Amendment to Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Miller

Its: V.P. & Treasurer

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By: _____

Its: _____

THIS SECOND AMENDMENT TO REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("Second Amendment") is made as of this 13th day of July, 2004, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

W I T N E S S E T H:

WHEREAS, the Company and the KCRDA are parties to a Revised Master Operation and Maintenance Agreement dated as of January 6, 2000 and amended as September 18, 2003 ("Existing Agreement") governing the Company's operation and maintenance of all water utility facilities owned by the KCRDA;

WHEREAS, the parties have jointly filed an application ("Upper Frame Application") with the Public Service Commission of West Virginia in Case No. 04-0007-W-CN for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities and line extensions intended to serve the Upper Frame Road area in Kanawha County (the "Upper Frame Project");

WHEREAS, the parties have also jointly filed an application ("Witcher Creek Application") with the Public Service Commission of West Virginia in Case No. 04-~~0449~~-W-CN for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities and line extensions intended to serve the Witcher Creek area in Kanawha County (the "Witcher Creek Project," and together with the Upper Frame Project, the "Projects");

WHEREAS, the parties have requested in the Application that the customers of the Upper Frame Project be subject to the imposition and collection of a surcharge of \$10 per

month for ten years ("Surcharge"), all as is set forth in Article III of the Existing Agreement;

WHEREAS, the parties wish to amend the Existing Agreement so to provide;

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Second Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the Company and KCRDA agree as follows:

I. APPLICABILITY OF EXISTING AGREEMENT TO PROJECTS: The facilities constructed pursuant to the Projects and owned by the KCRDA ("2004 KCRDA Facilities"), and the customers to be served by the 2004 KCRDA Facilities, shall be subject for all purposes to the terms of the Existing Agreement as amended herein. For purposes of the Existing Agreement, the 2004 KCRDA Facilities shall not be considered Use Fee Facilities or County Leased Facilities as those terms are used in the Existing Agreement. In accordance with Section V.A.ii of the Existing Agreement, all future KCRDA customers served by water line additions and extensions constructed and owned by the KCRDA shall be subject for all purposes to the terms of the Existing Agreement as amended herein.

II. REVISION OF EXHIBIT I OF EXISTING AGREEMENT: Exhibit 1 of the Existing Agreement is hereby revised to add a new row containing the following information:

Partner:	KCRDA
Area:	Upper Frame
Current Surcharge:	N/A
Current Surcharge Term:	N/A
Proposed Surcharge:	\$10.00
Proposed Surcharge Term:	10 yrs.

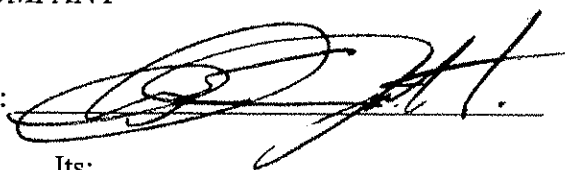
Notwithstanding the provisions of Section VIII.B of the Existing Agreement, the customers to be

served by the Witcher Creek Project will not be subject to a surcharge or included in Exhibit 1 to the Existing Agreement.

III. EXISTING AGREEMENT REMAINS IN FORCE. Except as provided in this Second Amendment, the Existing Agreement shall remain in full force and effect.

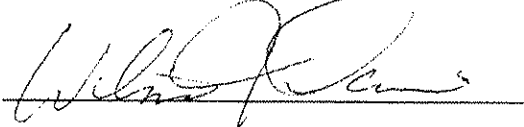
IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this Second Amendment to Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: 

Its: _____

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By: 

Its: _____

THIS THIRD AMENDMENT TO REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("Third Amendment") is made as of this 4th day of April, 2007, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

W I T N E S S E T H:

WHEREAS, the Company and the KCRDA are parties to a Revised Master Operation and Maintenance Agreement dated as of January 6, 2000, and subsequently amended on September 18, 2003, and July 13, 2004 (the Revised Master Operation and Maintenance Agreement, as heretofore amended, being hereinafter referred to as the "Existing Agreement") governing the Company's operation and maintenance of all water utility facilities owned by the KCRDA;

WHEREAS, the parties have jointly filed an application ("Application") with the Public Service Commission of West Virginia in Case No. 06-1858-W-CN-PC for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities and line extensions intended to serve the Upper Fisher Branch/Guthrie area in Kanawha County (the "Project");

WHEREAS, the parties have requested in the Application that the customers of the Project be subject to the imposition and collection of a surcharge of \$10

{C1142979.1}

per month for ten years (“Surcharge”), all as is set forth in Article III of the Existing Agreement;

WHEREAS, the parties wish to amend the Existing Agreement to make the Surcharge applicable to the customers served by the Project;

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Third Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

I. APPLICABILITY OF EXISTING AGREEMENT TO PROJECT:

The facilities constructed pursuant to the Project and owned by the KCRDA (“2007 KCRDA Facilities”), and the customers to be served by the 2007 KCRDA Facilities, shall be subject for all purposes to the terms of the Existing Agreement as amended herein. For purposes of the Existing Agreement, the 2007 KCRDA Facilities shall not be considered Use Fee Facilities or County Leased Facilities as those terms are used in the Existing Agreement. In accordance with Section V.A.(ii) of the Existing Agreement, all future KCRDA customers served by water line additions and extensions constructed and owned by the KCRDA shall be subject for all purposes to the terms of the Existing Agreement as amended herein.

II. REVISION OF EXHIBIT 1 OF EXISTING AGREEMENT:

Exhibit 1 of the Existing Agreement is hereby revised to add a new row containing the following information:

Partner:	KCRDA
Area:	Upper Fisher Branch/Guthrie
Current Surcharge:	N/A
Current Surcharge Term:	N/A
Proposed Surcharge:	\$10.00
Proposed Surcharge Term:	10 yrs.

III. EXISTING AGREEMENT REMAINS IN FORCE. Except as provided in this Third Amendment, the Existing Agreement shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this Third Amendment to Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Miller
Its: V.P. & Treasurer

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By: Larry K. Corley
Its: V.P.

THIS FOURTH AMENDMENT TO REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("Fourth Amendment") is made as of this 21st day of October, 2007, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

W I T N E S S E T H:

WHEREAS, the Company and the KCRDA are parties to a Revised Master Operation and Maintenance Agreement dated as of January 6, 2000, and subsequently amended on September 18, 2003, July 13, 2004 and April 4, 2007 (the Revised Master Operation and Maintenance Agreement, as heretofore amended, being hereinafter referred to as the "Existing Agreement") governing the Company's operation and maintenance of all water utility facilities owned by the KCRDA; and

WHEREAS, the parties have jointly filed an application ("Application") with the Public Service Commission of West Virginia in Case No. 07-1205-W-PC-CN for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities and line extensions intended to serve areas along Poca Fork and Upper Patterson Fork of Little Sandy Creek and surrounding areas near the community of Frame in northern Kanawha County (the "Project"); and

WHEREAS, the parties have requested in the Application that the customers of the Project be subject to the imposition and collection of a surcharge of \$10 per month for ten years ("Surcharge"), all as is set forth in Article III of the Existing Agreement; and

WHEREAS, the parties wish to amend the Existing Agreement to make the Surcharge applicable to the customers served by the Project;

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Fourth Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

I. APPLICABILITY OF EXISTING AGREEMENT TO PROJECT:

The facilities constructed pursuant to the Project and owned by the KCRDA ("Upper Frame Road – Phase II Facilities") and the customers to be served by the Upper Frame Road – Phase II Facilities, shall be subject for all purposes to the terms of the Existing Agreement as amended herein. For purposes of the Existing Agreement, the Upper Frame Road – Phase II Facilities shall not be considered Use Fee Facilities or County Leased Facilities as those terms are used in the Existing Agreement. In accordance with Section V.A.ii of the Existing Agreement, all future KCRDA customers served by water

line additions and extensions constructed and owned by the KCRDA shall be subject for all purposes to the terms of the Existing Agreement as amended herein.

II. REVISION OF EXHIBIT 1 OF EXISTING AGREEMENT:

Exhibit 1 of the Existing Agreement is hereby revised to add a new row containing the following information:

Partner:	KCRDA
Area:	Upper Frame Road – Phase II
Current Surcharge:	N/A
Current Surcharge Term:	N/A
Proposed Surcharge:	\$10.00
Proposed Surcharge Term:	10 yrs.

III. EXISTING AGREEMENT REMAINS IN FORCE. Except as provided in this Fourth Amendment, the Existing Agreement shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this Fourth Amendment to Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Wall
Its: V. P. & Treasurer

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By: Larry K. Conley
Its: V. P.

THIS FIFTH AMENDMENT TO REVISED MASTER OPERATION AND MAINTENANCE AGREEMENT ("Fifth Amendment") is made as of this 18th day of March, 2009, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA").

W I T N E S S E T H:

WHEREAS, the Company and the KCRDA are parties to a Revised Master Operation and Maintenance Agreement dated as of January 6, 2000, and subsequently amended on September 18, 2003; July 13, 2004; April 4, 2007; and October 21, 2007 (the Revised Master Operation and Maintenance Agreement, as heretofore amended, being hereinafter referred to as the "Existing Agreement") governing the Company's operation and maintenance of all water utility facilities owned by the KCRDA; and,

WHEREAS, the parties have jointly filed an application ("Application") with the Public Service Commission of West Virginia in Case No. 09-0037-W-PC-CN for a determination that the project is an ordinary extension of an existing system in the usual course of business for which no certificate of convenience and necessity is required or, in the alternative, for the issuance of a certificate of convenience and necessity to the KCRDA for the construction of certain water facilities and line extensions intended to

{C1443464.1}

serve areas along Derricks Creek Ridge and surrounding areas in Kanawha County (the "Project"); and,

WHEREAS, the parties have requested in the Application that the customers of the Project be subject to the imposition and collection of a surcharge of \$10 per month for ten years ("Surcharge"), all as is set forth in Article III of the Existing Agreement; and,

WHEREAS, the parties wish to amend the Existing Agreement to make the Surcharge applicable to the customers served by the Project;

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this Fifth Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

I. APPLICABILITY OF EXISTING AGREEMENT TO PROJECT:

The facilities constructed pursuant to the Project and owned by the KCRDA ("Derrick's Creek Ridge Facilities") and the customers to be served by the Derrick's Creek Ridge Facilities, shall be subject for all purposes to the terms of the Existing Agreement as amended herein. For purposes of the Existing Agreement, the Derrick's Creek Ridge Facilities shall not be considered Use Fee Facilities or County Leased Facilities as those terms are used in the Existing Agreement. In accordance with Section V.A.ii of the

Existing Agreement, all future KCRDA customers served by water line additions and extensions constructed and owned by the KCRDA shall be subject for all purposes to the terms of the Existing Agreement as amended herein.

II. REVISION OF EXHIBIT 1 OF EXISTING AGREEMENT:

Exhibit 1 of the Existing Agreement is hereby revised to add a new row containing the following information:

Partner:	KCRDA
Area:	Derrick's Creek Ridge
Current Surcharge:	N/A
Current Surcharge Term:	N/A
Proposed Surcharge:	\$10.00
Proposed Surcharge Term:	10 yrs.

III. EXISTING AGREEMENT REMAINS IN FORCE. Except as provided in this Fourth Amendment, the Existing Agreement shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, have caused this Fifth Amendment to Revised Master O&M Agreement to be signed, by their proper officers thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Mill
Its: V.P. & Treasurer

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By: Larry K. Conley
Its: V.P.

THIS FIRST AMENDMENT TO 2000 A OPERATION AND MAINTENANCE AGREEMENT ("First Amendment") is made as of this 14th day of May, 2009, by and between WEST VIRGINIA-AMERICAN WATER COMPANY, a West Virginia corporation ("Company"), and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a public agency established under the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended ("KCRDA");

W I T N E S S E T H:

THAT, WHEREAS, the Company and the KCRDA are parties to a 2000 A Operation and Maintenance Agreement dated as of January 6, 2000 ("Agreement") governing the Company's operation and maintenance of certain water utility facilities owned by the KCRDA and described in the Agreement as the "Use Fee Facilities"; and

WHEREAS, the term of the Agreement is for forty (40) years from the date thereof and thereafter from year to year by mutual consent, unless terminated by mutual agreement of the parties under certain circumstances as provided in said Agreement; and

WHEREAS, pursuant to Section VI of the Agreement, the Company agreed to pay KCRDA a "Use Fee" for the use by the Company of the Use Fee Facilities, and for the use of certain other facilities owned by KCRDA and leased to the County Commission of Kanawha County, West Virginia; and

WHEREAS, the Use Fee under the Agreement is not to exceed \$606,990 annually and shall terminate when the debt and interest on certain debt incurred by KCRDA with respect to the Use Fee Facilities (the "2000 A Bonds") are paid in full; and

WHEREAS, the Company and KCRDA desire to construct certain extensions to serve approximately nineteen (19) customers on Fisher's Fork Road and Sandstone Drive in Kanawha County (the "Fisher/Sandstone Extensions"), such extensions having been approved by the Public Service Commission of West Virginia ("Commission") in Case No. 06-1858-W-CN-PC, subject to appropriate funding being secured; and

WHEREAS, funding commitments for the estimated \$413,000 cost of the Fisher/Sandstone Extensions have been obtained, consisting of a \$167,300 loan (0%, 40 years) ("2009 Loan") to be made by the West Virginia Infrastructure and Jobs Development Council ("WVIJDC"), a \$126,700 grant to be made by WVIJDC, a \$100,000 contribution by the Kanawha County Commission and a \$19,000 contribution by the Company; and

WHEREAS, by Order of the Public Service Commission of West Virginia ("Commission") entered on May 14, 2009, in Case No. 06-1858-W-PC-CN (Reopened) the Commission authorized the Company and KCRDA to enter into this First Amendment for the purpose of amending the Agreement to: (i) incorporate the Fisher/Sandstone Extensions into the Use Fee Facilities, (ii) establish an additional fee, to be known as the "2009 Use Fee," to be paid by the Company and dedicated to the repayment of the 2009 Loan, and (iii) to revise the term of the Agreement, and further authorized KCRDA to impose a surcharge of ten dollars (\$10) per month for one hundred twenty (120) months on the customers to be served by the Fisher/Sandstone Extensions.

NOW, THEREFORE, for and in consideration of the premises, which are hereby made an integral part of this First Amendment and which are not to be construed as mere recitals, the covenants and agreements contained herein, and other good and valuable considerations, the

{C1511401.2}

receipt and sufficiency of all of which are hereby acknowledged, Company and KCRDA agree as follows:

1. Section III of the Agreement is hereby amended in its entirety to read as follows:

The term of this 2000 A O&M Agreement shall extend for forty (40) years from the date of the First Amendment to the 2000 A O&M Agreement and thereafter may continue in effect from year to year by mutual consent of the parties; provided, however, that Company and KCRDA may agree mutually to terminate this 2000 A O&M Agreement, as amended, at any time after (i) the payment to the owners thereof of the principal, redemption premiums, if applicable, interest and administrative fees due or to become due on all then outstanding debt incurred by KCRDA with respect to the Use Fee Facilities, as amended, and (ii) the payment of any amounts as required under Section VIII of the 2000 A O&M Agreement, as amended.

2. The term "Use Fee Facilities," as used in the Agreement, shall include the facilities defined as Use Fee Facilities therein and those portions of the Fisher/Sandstone Extensions to be owned by KCRDA.

3. The term "Use Fee Customer," as used in the Agreement, shall include the customers served by all Use Fee Facilities as hereinabove defined.

4. In addition to the Use Fee to be paid by the Company under the Agreement, the Company shall also pay an additional fee to be known as the "2009 Use Fee," which said 2009 Use Fee shall be dedicated solely to the payment of debt service obligations arising under the 2009 Loan. The 2009 Use Fee shall be in an amount sufficient to pay the balance of the monthly debt service, including principal of and interest and administrative fee, remaining on the 2009 Loan each month, after the application of all Surcharge revenues, if any, that remain after payment of debt service obligations on all outstanding debt of KCRDA with a

{C1511401.2}

prior lien on such Surcharge revenue. The 2009 Use Fee shall be paid by the Company directly to the West Virginia Municipal Bond Commission, or to its successor as designated from time to time in writing by KCRDA.

5. Section VIII of the Agreement is hereby amended in its entirety to read as follows:

VIII. TERMINATION OF THE AGREEMENT.

A. Termination Fee. Company and KCRDA agree that the annual Use Fee payment to be made by Company to pay debt service on the 2000 A Bonds is in anticipation of a forty year contractual relationship under the 2000 A O&M Agreement, and that the annual 2009 Use Fee payment to be made by Company to pay debt service obligations arising under the 2009 Loan is in anticipation of a forty (40) year contractual relationship under the 2000 A O&M Agreement, as amended by the First Amendment to the 2000 A O&M Agreement; therefore, if KCRDA terminates this 2000 A O&M Agreement, as amended by the First Amendment to the 2000 A O&M Agreement, at any time prior to the end of the forty (40) year term established in the First Amendment to 2000 A O&M Agreement, then KCRDA agrees to pay Company as a termination fee ("termination fee") at the time of such termination an amount equal to the sum of (i) a portion of the contribution by Company to the cost of the Kanawha County Project on a pro rata basis based on the remaining years in the original forty-year term of the 2000 A O&M Agreement, less any depreciation which Company may have recovered through its rates on such amount, and (ii) a portion of the contribution by the Company to the cost of the Fisher/Sandstone Extensions on a pro rata basis based on the remaining years in the forty (40) year term of the 2000 A O&M Agreement, as amended by the First Amendment to 2000 A O&M Agreement, in each case less any depreciation which Company may have recovered through its rates on such amount, such obligations shall be payable solely from the Use Fee Facilities. Further, if KCRDA terminates the 2000 A O&M Agreement, as amended, prior to retirement of the 2000 A Bonds and repayment in full of the 2009 Loan (and retirement of any associated bonds), Company shall have no further obligation to pay any Use Fee or 2009 Use Fee after such termination. Notwithstanding any other provision hereof to the contrary, in the event this 2000 A O&M Agreement, as amended, is terminated by KCRDA due to the failure of the Company to pay all or any portion of the Use Fee and/or the 2009 Use Fee, no termination fee shall be payable by KCRDA to the Company.

B. Payment for Water Delivered At the time of termination of this 2000 A O&M Agreement, as amended, Company will be entitled to receive payment for all water delivered to Use Fee Facilities customers through the termination date in accordance with the provisions of this 2000 A O&M Agreement, as amended. All water meters installed on KCRDA's distribution system at the time of such termination will be removed by Company. KCRDA agrees that it will replace those meters, install nipples in place of those meters or buy the meters from Company at the depreciated original cost of those meters as provided in subsection D of this Section.

C. Purchase of Units of Property. Upon termination of the 2000 A O&M Agreement, as amended, KCRDA also agrees that it will purchase from Company, at the depreciated original cost of those items, all of the units of property installed, replaced or relocated by Company on the Use Fee Facilities under Section V hereof and all service lines from the Use Fee Facilities to the Use Fee Customers' property lines, meter settings and taps installed at the cost of Company and reflected on the books of Company at the time of the termination of the 2000 A O&M Agreement, as amended.

D. Method of Payment. Upon termination of this 2000 A O&M Agreement, as amended, Company shall, within thirty (30) days of such termination, provide to KCRDA (i) the total cost of all such items described in subsections B and C of this Section installed at the cost of Company and (ii) the total depreciation accrued on all of such items. KCRDA agrees that it will pay to Company the total net depreciated cost (original cost less depreciation) of such items over a three-year period with such payments to be made in thirty-six (36) equal monthly payments of principal, plus accrued interest at the "Prime Rate," as defined below, commencing forty-five (45) days after termination of this 2000 A O&M Agreement, as amended. The Prime Rate shall be the prime rate as shown in The Wall Street Journal being defined therein as the "base rate on corporate loans at large U.S. money center commercial banks" and reported as the "Prime Rate" under the heading "Money Rates," as those terms shall be from time to time changed. The Prime Rate shall change not more often than the first day of each calendar quarter, and for each calendar quarter it shall be determined on the last day of the preceding calendar quarter on which The Wall Street Journal is published with the aforesaid prime rate quotation. In the event that The Wall Street Journal ceases to publish such rates, the Prime Rate shall be the prime rate established by Branch Banking and Trust Company, or its successor, from time to time.

6. Except and to the extent amended and modified herein, the 2000 A O&M Agreement shall remain in full force and effect.

{C1511401.2}

IN WITNESS WHEREOF, West Virginia-American Water Company, a corporation, and Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, a public corporation, have caused this First Amendment to 2000 A O&M Agreement to be signed by their proper officers, thereunto duly authorized, all as of the day and year first above written.

WEST VIRGINIA-AMERICAN WATER
COMPANY

By: Michael A. Millh
Its: V.P. & Treasurer

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By: Larry R. Conley
Its: V.P.

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Swift: PNCCUS33
Telephone: 1-800-682-4689

SPECIMEN



BENEFICIARY:
WEST VIRGINIA MUNICIPAL BOND
COMMISSION ON BEHALF OF THE WEST
SEE BELOW FOR COMPLETE NAME/ADDRESS
CHARLESTON, WV 25301

APPLICANT:
AMERICAN WATER CAPITAL CORP.
ON BEHALF OF WEST VIRGINIA AMERICAN
SEE BELOW FOR COMPLETE NAME/ADDRESS
CHARLESTON, WV 25302-3932

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE: 18111665-00-000
AMOUNT: USD \$11,970.00
ISSUE DATE: JUNE 29, 2009
EXPIRY DATE: JUNE 29, 2010
EXPIRY PLACE: OUR COUNTERS

BENEFICIARY FULL NAME AND ADDRESS:
WEST VIRGINIA MUNICIPAL BOND COMMISSION
ON BEHALF OF THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AS
REGISTERED OWNER OF THE REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY WEST VIRGINIA METROPOLITAN REGION WATER
REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND)
1207 QUARRIER STREET, SUITE 401
CHARLESTON, WV 25301
ATTN: SARA BOARDMAN

APPLICANT FULL NAME AND ADDRESS:
AMERICAN WATER CAPITAL CORP.
ON BEHALF OF WEST VIRGINIA AMERICAN WATER COMPANY
1600 PENNSYLVANIA AVENUE
CHARLESTON, WV 25302-3932

EFFECTIVE JUNE 29, 2009, WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY
LETTER OF CREDIT (THE "CREDIT") IN YOUR FAVOR FOR THE ACCOUNT OF THE
ACCOUNT PARTY NAMED ABOVE, AT THE REQUEST OF THE APPLICANT, FOR NOT TO
EXCEED THE AMOUNT STATED ABOVE (THE "CREDIT AMOUNT"), SUBJECT TO THE
FOLLOWING TERMS AND CONDITIONS:

1) THE CREDIT AMOUNT IS AVAILABLE ONLY UPON OUR RECEIPT OF:

A. YOUR DRAFT OR DRAFTS DRAWN AT SIGHT ON PNC BANK, NATIONAL
ASSOCIATION, BEARING ON ITS FACE THE ABOVE NUMBER OF THE CREDIT,
TOGETHER WITH THE ORIGINAL OF THE CREDIT AND ALL AMENDMENTS THERETO.

AND

B. YOUR SIGNED STATEMENT READING: "REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY IS IN MONETARY DEFAULT OF THOSE CERTAIN
REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY WEST



VIRGINIA METROPOLITAN REGION WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED JUNE 29 2009 (THE "BONDS") DUE TO ITS FAILURE TO MAKE DEBT SERVICE PAYMENTS ON THE BONDS AS AND WHEN DUE, AND PAYMENT HAS NOT BEEN RECEIVED FROM ANY OTHER SOURCE. THE AMOUNT OF THIS DRAW ON YOUR LETTER OF CREDIT 18111665-00-000 DOES NOT EXCEED THE AMOUNT OF SUCH MONETARY DEFAULT."

C. IN THE EVENT OF A DRAW ON THE CREDIT UNDER THE PROVISIONS OF PARAGRAPH 4 BELOW AND ONLY IN THAT EVENT, BENEFICIARY'S WRITTEN STATEMENT AS SET FORTH IN PARAGRAPH (B) ABOVE SHALL NOT BE REQUIRED.

2) THIS CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.

3) MULTIPLE DRAWINGS ARE PERMITTED. IF MULTIPLE DRAWS OCCUR, THE UNUSED BALANCE OF THE CREDIT AMOUNT WILL BE AVAILABLE UNTIL THE ABOVE-STATED EXPIRATION DATE.

4) THE EXPIRATION DATE IS SUBJECT TO EXTENSION AS FOLLOWS: THIS LETTER OF CREDIT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, BUT NO LATER THAN JUNE 29, 2019, THE ULTIMATE EXPIRY DATE, UNLESS 60 DAYS PRIOR TO SUCH EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL, OR OVERNIGHT COURIER SERVICE, THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED FOR ANY SUCH ADDITIONAL PERIOD. IF YOU RECEIVE WRITTEN NOTICE FROM US THAT WE HAVE ELECTED NOT TO RENEW THIS STANDBY LETTER OF CREDIT, YOU MAY DRAW THE FULL AVAILABLE AMOUNT, THEN AVAILABLE HEREUNDER, NOT MORE THAN 15 DAYS PRIOR TO THE CURRENT EXPIRATION DATE BY PRESENTING YOUR DRAFT TOGETHER WITH THE ORIGINAL STANDBY LETTER OF CREDIT AND YOUR STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE THAT YOU ARE DRAWING ON THE LETTER OF CREDIT BECAUSE YOU WERE NOTIFIED BY US THAT PNC BANK, NATIONAL ASSOCIATION, DOES NOT INTEND TO RENEW THIS STANDBY LETTER OF CREDIT AND THAT WEST VIRGINIA AMERICAN WATER COMPANY HAS NOT FURNISHED A REPLACEMENT LETTER OF CREDIT SATISFACTORY TO YOU.

THIS CREDIT IS ISSUED IN PITTSBURGH, PENNSYLVANIA, AND ALL REFERENCES HEREIN TO TIME LIMITS, INCLUDING THE EXPIRATION DATE, ARE TO LOCAL PITTSBURGH, PA TIME. WE HEREBY AGREE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONOURED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS AS SPECIFIED HEREIN AT OUR COUNTERS AT PNC BANK, NATIONAL ASSOCIATION, FIRST SIDE CENTER, 500 FIRST AVENUE, 3RD FLOOR, PITTSBURGH, PA 15219, ON OR BEFORE THE CLOSE OF BUSINESS ON THE EXPIRATION DATE. ALL CORRESPONDENCE RELATED TO THE CREDIT MUST BE SENT TO THE ATTENTION OF KATHLEEN SPEIRS, ASSISTANT VICE PRESIDENT, STANDBY LETTERS OF CREDIT, FIRST SIDE CENTER, 500 FIRST AVENUE, 3RD FLOOR, PITTSBURGH, PA 15219 AND MUST REFER TO 18111665-00-000.

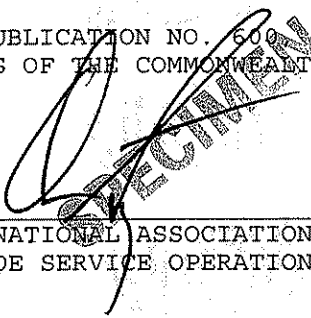
THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION) INTERNATIONAL CHAMBER OF

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

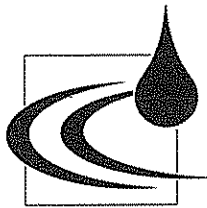
Swift: PNCCU533
Telephone: 1-800-682-4689



COMMERCE PUBLICATION NO. 6000 AND TO THE EXTENT NOT GOVERNED THEREBY,
TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards into the legal notice area.

PNC BANK, NATIONAL ASSOCIATION
GLOBAL TRADE SERVICE OPERATIONS



WEST VIRGINIA

Water Development Authority

Celebrating 35 Years of Service 1974 - 2009

June 29, 2009

**REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION**

**Waterworks Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)**

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Michael D. Griffith, CPA, independent certified public accountants, and an opinion of Steptoe & Johnson PLLC, as bond counsel, stating that the coverage and parity requirements have been met, the undersigned duly authorized representative of the West Virginia Water Development Authority (the "WDA"), the registered owner of the Series 2000 A Bonds, hereinafter defined and described, hereby consents to the issuance of the Waterworks Revenue Bonds, Series 2009 B (West Virginia Infrastructure Fund) (the "Series 2009 B Bonds"), in the aggregate principal amount of \$167,300, by the Regional Development Authority of Charleston- Kanawha County, West Virginia Metropolitan Region (the "Issuer"), under the terms of the ordinance authorizing the Series 2009 B Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000 (the "Series 2000 A Bonds").

**WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY**


Authorized Representative

(7/30/01)

GRANT AGREEMENT
(2008W-1068)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council") and the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$126,700 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit A, unless the Council and Authority are provided replacement instructions in writing.

5. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit B.

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. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[To Be Placed on Letterhead]

Exhibit A

Wiring Instructions

_____, 20__

(Name of Governmental Agency)

(Street Address)

Payor:	West Virginia Water Development Authority
Source:	Grant Proceeds
Amount:	\$_____
Date:	_____, 20__
Form:	Electronic Funds Transfer
Payee:	_____
Bank:	_____
Bank Contact:	_____
Telephone:	_____
Routing No.:	_____
Account No.:	_____
Account Name:	_____

Exhibit B

Project Description

The Project consists of acquisition and construction of additions and betterments to the public waterworks system of the Issuer, consisting of the acquisition, construction and equipping of two alternate main line extensions of water service and other associated facilities in the Upper Fisher Branch and Guthrie areas of Kanawha County, together with all appurtenant facilities

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.

REGIONAL DEVELOPMENT
AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION

By: W B Bradshaw

Its: President

Date: June 29, 2009

(SEAL)

Attest:

[Signature]

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: [Signature]

Its: Executive Director

Date: June 29, 2009

(SEAL)

Attest:

Carol A. Cummings

Its: Secretary-Treasurer

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-558-2981

PROJECT: (Water) **PERMIT** PERMIT NO.: 17,478
Guthrie/Upper Fisher Branch
Water Line Extensions

LOCATION: Guthrie COUNTY: Kanawha DATE: 4-24-2007

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

David Carvillano, P.E.
West Virginia American Water Company
P. O. Box 1906
Charleston, West Virginia 25327

APR 26 2007

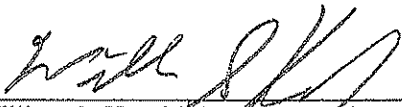
is hereby granted approval to: amend and modify Permit No. 17,279 issued October 17, 2006, for the water facilities to serve approximately 108 customers in the Guthrie/Upper Fisher Branch Areas. The originally approved 150,000 gallon standpipe water storage tank will be changed to a 132,000 gallon elevated water storage tank.

NOTE: This permit is contingent upon all unchanged conditions and requirements of Permit 17,279 remaining in effect.

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.

FOR THE DIRECTOR


William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:emt

pc: Terradon Corporation
James W. Ellars, P.E., PSC-Engineering Division
Amy Swann, PSC
Kanawha-Charleston Health Department
OEHS-EED St. Albans District Office

CHANGE ORDER

ORDER NO.: 001
DATE: May 19, 2009
AGREEMENT DATE: 01/17/08

NAME OF PROJECT: Upper Fishers Branch/Guthrie Contract 1

OWNER: Regional Development Authority of Charleston Kanawha Co.

CONTRACTOR: Mountain Haus Properties, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Award Alternate – Line C

Justification: _____

Original CONTRACT PRICE: \$899,700

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$899,700.

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$152,117.50

The CONTRACT PRICE including this and previous CHANGE ORDERS will be:
\$1,051,817.50

Change to CONTRACT TIME:

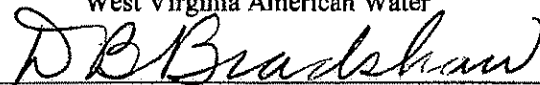
The CONTRACT TIME provided for Completion will be **increased** 270 calendar days.

The REVISED DATE OF COMPLETION for this CONTRACT is: August 4, 2009

Approvals Required:

Requested By: 
Mountain Haus Properties, Inc.

Recommended By: 
West Virginia American Water

Orded By: 
Regional Development Authority of Charleston Kanawha Co.

**RESOLUTION OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA
COUNTY, WEST VIRGINIA METROPOLITAN REGION INVOICES RELATING TO CONSTRUCTION
AND OTHER SERVICES FOR THE PROPOSED SEWER PROJECT AND AUTHORIZING PAYMENT
THEREOF,**

WHEREAS, the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "RDA"), has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the Water Project funded by the West Virginia Infrastructure and Jobs Development Council (the "WVIJDC") and find as follows:

- a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the RDA as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	USDA
Mountain Haus Properties, Inc.	41,742.00	41,742.00
Steptoe & Johnson (Bond Counsel)	10,000.00	10,000.00
Huntington Banks (Registrar)	500.00	500.00
Total	52,242.00	52,242.00

(remainder of this page intentionally left blank)

**ADOPTED BY the Regional Development Authority of Charleston-Kanawha County, West Virginia
Metropolitan Region, at the meeting held on the 18th day of June, 2009**

By: DB Bradshaw

Its: President

Mountain Haus Properties, Inc.
305 39th Street
Charleston, West Virginia 25304
304-925-4834

INVOICE

RDA of Charleston/Kanawha County
West Virginia Metropolitan Region
407 Virginia Street, East
Charleston, WV 25305
June 5, 2009

Partial Payment Invoice #1

Upper Fishers Branch/Guthrie Contract #1
Line C

Analysis of Work Performed

Original Work Performed to Date
Change Order Work Performed to Date
Total Amount of Work Performed To Date
Materials Stored
Gross Amount Earned to Date
Less Retainage(10%), Not Including Stored Material
Net Amount Earned
Less Previous Payments
Total Due this Invoice

\$ 38,010.00	
\$ 0.00	
\$ 38,010.00	
~~\$ 20,274.00~~	7,533 HAM
\$ 58,284.00	45,543 HAM
\$ 3,801.00	
\$ 54,483.00	41,742 HAM
\$ 54,483.00	41,742 HAM

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payment received from the owner, and that current payment shown herein is now due.

Contractor: Mountain Haus Properties, Inc.

By:

Julie P. Janette

Date:

6/5/09

Engineer's Certification

The undersigned certifies that the work has been inspected and, to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: *Terradon*

By:

George McElveth

Date:

6/10/09

Approved By Owner

Owner: Regional Development Authority of Charleston-Kanawha County

By:

Date:

PARTIAL PAYMENT ESTIMATE

Mountain Haus Properties Inc.
305 39th Street
Charleston WV 25304

Owner: Regional Development Authority Of Charleston
Kanawha County

Project: Upper Fisher's Branch/ Guthrie
Contract 1 Line C

Period End 6/5/2009
Estimate # 1

Base Bid

Item No.	Description	Original Contract		Unit Price	Bid Cost	Prior Estimate		This Estimate		Completed to Date	
		Quantity	Unit			Quantity	Cost	Quantity	Cost	Quantity	Cost
1	Audio-Video Taping	1	EA	\$4,665.00	\$4,665.00			1	\$4,665.00	1	\$4,665.00
2	6" PVC Pipe, Push On	2,430	LF	\$28.25	\$71,077.50			1140	\$33,345.00	1140	\$33,345.00
3	2" PVC Pipe, Push On	910	LF	\$23.50	\$21,385.00			0	\$0.00	0	\$0.00
4	8" Gate Valve	1	EA	\$933.00	\$933.00			0	\$0.00	0	\$0.00
5	2" Gate Valve	1	EA	\$700.00	\$700.00			0	\$0.00	0	\$0.00
6	Fire Hydrant Assembly	2	EA	\$4,685.00	\$9,330.00			0	\$0.00	0	\$0.00
7	Concrete Thrust Block	27	CY	\$233.00	\$6,291.00			0	\$0.00	0	\$0.00
8	Connection to 6" Main	1	EA	\$3,500.00	\$3,500.00			0	\$0.00	0	\$0.00
9	12" Stl. Casing, Bore & Jack	70	LF	\$175.00	\$12,250.00			0	\$0.00	0	\$0.00
10	Rip Rap Ditch Protection	100	LF	\$35.00	\$3,500.00			0	\$0.00	0	\$0.00
11	Concrete Driveway Replacement	15	LF	\$204.00	\$2,856.00			0	\$0.00	0	\$0.00
12	Blow Off Assembly	1	EA	\$1,166.00	\$1,166.00			0	\$0.00	0	\$0.00
13	Service Setting—Single	8	EA	\$933.00	\$7,464.00			0	\$0.00	0	\$0.00
14	3/4" Service Line	200	LF	\$17.50	\$3,500.00			0	\$0.00	0	\$0.00
15	3/4" Service Line-Road Crossing	100	LF	\$35.00	\$3,500			0	\$0.00	0	\$0.00
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
30											
					SUBTOTALS		\$152,117.50		\$36,010.00		\$38,010.00

Mountain Haus Properties, Inc.

305 39th Street

Charleston, West Virginia 25304

(304) 925-4834 * Fax * (304) 925-4032

June 3, 2009

Project: Upper Fishers Branch Line C

Subject: Stored Material

6" PVC	2430				\$ 7,533 HAM
	~~6,540~~ LF	x	\$3.10 =	\$20,274.00	

Mike Jarrett

Project Manager



Local Service, Nationwide
P.O. Box 1419
Thomasville, GA 31799-1419

INVOICE

Branch Address:
HDSWW - DUNBAR WV
Branch - 515
2825 Fairlawn Ave Rte 25
Dunbar WV 25064
304/768-0086

INVOICE #	8495404
INVOICE DATE	4/01/09
ACCOUNT #	187799
SALESPERSON	DANIEL J BURNS
BRANCH #	515

Total Amount Due \$20,274.00

Remit To:

HD SUPPLY WATERWORKS, LTD.
PO BOX 91036
CHICAGO, IL 60693-1036

206 1 M8 0.369 E0204X 10313 0119976809 P340640 0001:0001



MOUNTAIN HAUS PROPERTIES
305 39TH ST SE
CHARLESTON WV 25304-1513

Shipped to:

UPPER FISHERS BRANCH RD.
CHARLESTON, WV

CUSTOMER JOB- 001 UPPER FISHER BR

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
1/20/09	3/30/09	XX	UPPER FISHER BR	001		DIRECT	8495404
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
020614B	HD SUPPLY WATERWORKS PO#- 4092038 6 C900 DR14 PC200 PIPE BLUE BID SEQ# 20	2440	2440		3.10000	FT	7,564.00
020614B	6 C900 DR14 PC200 PIPE BLUE BID SEQ# 50	4100	4100		3.10000	FT	12,710.00
					Terms	SubTotal	
					NET 30	20,274.00	
Freight	Delivery	Handling	Restock	Misc.	Tax	INVOICE TOTAL	\$20,274.00

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

HDSWW - DUNBAR WV
Branch - 515
2825 Fairlawn Ave Rte 25
Dunbar WV 25064

THANK YOU FOR YOUR ORDER
VISIT
WATERWORKS.HDSUPPLY.COM
FOR OTHER SERVICES OFFERED

INVOICE: 8495404

CHARLESTON, WEST VIRGINIA 25326

IN ACCOUNT WITH

STEPTOE & JOHNSON PLLC

Attorneys at Law

FEIN 55-0286140

June 29, 2009

Regional Development Authority of Charleston-Kanawha County
Metropolitan Region
Water Revenue Bonds, Series 2009 B
(West Virginia Infrastructure Fund)

Services as Bond Counsel and Out-of-pocket expenses	\$ 10,000.00
---	--------------

TOTAL DUE	<u>\$ 10,000.00</u>
------------------	----------------------------

John Stump
Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, West Virginia 25326

746170.00001

Document Number: 5201227