

LINCOLN PUBLIC SERVICE DISTRICT

Funding Assistance (West Virginia DWTRF Program)

TRANSCRIPT

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Closing Date: March 9, 2023

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LINCOLN PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF THE LINCOLN PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$447,231 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE LINCOLN PUBLIC SERVICE DISTRICT:

WHEREAS, this Resolution (together with any resolution supplemental hereto or amendatory hereof, or both, the "Resolution") is adopted pursuant to the provisions of (i) Chapter 16, Article 13A and (ii) Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law;

WHEREAS, the Lincoln Public Service District (the "Local Government") is authorized and empowered by the Act to acquire, construct, improve, operate and maintain water project consisting of replacement of the Alum Creek Water Storage Tank with a new 300,000 gallon tank, including some piping and other necessary appurtenances for a complete in-place water distribution system, including all necessary appurtenances (the "Project") and to finance the costs of the Project from grants or other funding assistance provided for the Project;

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Bureau for Public Health (the "BPH"), the West Virginia Infrastructure and Jobs Development Council (the "Council"); and the West Virginia Water Development Authority (the "Authority");

WHEREAS, the BPH has been awarded funding pursuant to the Infrastructure Investment and Jobs Act, Public Law 117-58 ("BIL") to capitalize the DWTRF;

WHEREAS, in reviewing the application for the Project, the BPH and the Authority have determined to offer funding assistance to the Local Government, all subject to such provisions and limitations as are contained in BIL, the Safe Drinking Water Act and the Act, for the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Funding Assistance Agreement a copy of which is attached hereto and incorporated herein by reference (the "Funding Assistance Agreement");

WHEREAS, the Funding Assistance Agreement has been presented to the Local Government;

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

WHEREAS, the Local Government has complied with all terms and requirements set forth in the Funding Assistance Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this Resolution be adopted, that the Funding Assistance Agreement be approved and ratified, that the exact principal amount, date, and other terms of the Funding Assistance be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LINCOLN PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed \$1,362,231 which includes the acquisition and installation of the Project in accordance with the plans and specifications which have been prepared by The Thrasher Group, Inc., the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project.

The cost of the Project is estimated not to exceed \$1,362,231 of which \$447,231 will be obtained from the proceeds of the Funding Assistance, \$250,000 will be obtained from the Lincoln County Commission contribution, and \$665,000 will be obtained from a Council grant.

The Local Government will enter into contracts or change orders for the acquisition and installation of the Project, in amounts compatible with the financing plan submitted to the Authority, the Council and the BPH.

Section 2. The Local Government hereby ratifies, approves and accepts the Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Chairperson of the Governing Body and the performance of the obligations contained therein, on behalf of the Local Government, are hereby authorized, approved and directed.

Section 3. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the BPH. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Funding Assistance Agreement as set forth in Section 4.1 thereof and this Section 3 herein. The Local Government covenants as follows:

(a) The Local Government shall complete the Project, to the extent applicable, and operate and maintain the System in good condition;

(b) The Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the BPH of any sale or other disposal of the System as a whole or substantially as a whole; provided that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance and

remit to the Authority for deposit into the Drinking Water Treatment Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

(c) The Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System;

(d) The Local Government will not render any free services of the System;

(e) To the extent legally allowable, the Local Government will not grant any franchise to provide any services which would compete with the System;

(f) The Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant (and to the extent legally required in the Single Audit Act, or any successor thereof), and shall submit the report of said audit to the Authority and BPH, 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 Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(g) The Local Government 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 BPH within 30 days of adoption thereof;

(h) 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;

(i) The Local Government 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 Local Government, then the Local Government shall enter into a termination agreement with the water provider; and

(j) The Local Government shall submit all proposed change orders to the BPH for approval. The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance held in "contingency" as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance available due to project underruns.

Section 4. The BPH shall advance the proceeds of the Funding Assistance from time to time upon receipt of a requisition evidencing the costs incurred. Such amounts advanced under the Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 5. The Local Government hereby appoints and designates Community Trust Bank, Alum Creek, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 6. The Chairperson and Secretary of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable

in connection with the Funding Assistance hereby and by the Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Funding Assistance Agreement on or about March 9, 2023.

Section 7. The Council Grant Agreement is hereby authorized and the Chairperson and Secretary of the Governing Body are hereby authorized and directed to execute and deliver the Council Grant Agreement and such other documents and certificates required or desirable in connection with the Project.

Section 8. The acquisition and construction of the Project and the financing thereof with proceeds of the Funding Assistance from the BPH, the grants from the Council and Lincoln County Commission are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

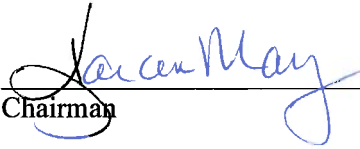
Section 9. The Local Government hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Chairperson of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

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Section 10. This Resolution shall be effective immediately following adoption of the same.

Adopted this 23rd day of February, 2023.

LINCOLN PUBLIC SERVICE DISTRICT


Chairman

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Board of Lincoln Public Service District on the 23rd day of February, 2023.

Dated: March 9, 2023.

[SEAL]


Secretary

FUNDING ASSISTANCE AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND FUNDING ASSISTANCE AGREEMENT (the "Funding Assistance 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"), on behalf of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH (the "BPH"), and the local government designated below (the "Local Government").

LINCOLN PUBLIC SERVICE DISTRICT
(2019W-1806 / 22DWTRFA016)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition §66.468 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to utilize moneys from the Fund to provide funding assistance to local governments to provide the financing for the acquisition or construction of drinking water projects by such local governments, all subject to such provisions and limitations as are contained in BIL, as hereinafter defined, the Safe Drinking Water Act and the Act (hereinafter "Funding Assistance");

* 100% Principal Forgiveness Projects only.

WHEREAS, the BPH has been awarded funding pursuant to the Infrastructure Investment and Jobs Act, Public Law 117-58 (“BIL”) to capitalize the DWTRF;

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is included on the BPH State Project Priority List and the Intended Use Plan and has met BPH’s pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a drinking water project and to finance the cost of acquisition and construction of the same from grants or other funding assistance;

WHEREAS, the Local Government intends to construct is constructing or has constructed or is facilitating the construction of such a drinking water project at the location and as more particularly described and set forth in the application filed with BPH, as hereinafter defined (the “Project”); and

WHEREAS, the Local Government is a “disadvantaged community” as defined in the applicable Intended Use Plan.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, BPH and the Authority hereby agree as follows:

ARTICLE I Definitions

1.1 Except where the context clearly indicates otherwise, the terms “Authority,” “cost,” “fund,” “local government,” and “project” have the definitions and meanings ascribed to them in the Act or in the DWTRF Regulations.

1.2 “DWTRF Regulations” means the regulations set forth in the West Virginia Code of State Regulations, as amended.

1.3 “Consulting Engineers” means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

1.4 “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.

1.5 “Program” means the drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under BIL and the Safe Drinking Water Act and administered by BPH.

1.6 “Project” means the drinking water project hereinabove referred to, to be to be constructed or being constructed by the Local Government in whole or in part with Funding Assistance or being or having been undertaken by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Funding Assistance.

1.7 “System” means the drinking water system owned by the Local Government, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.8 Additional terms and phrases are defined in this Funding Assistance 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 filed with the BPH, to be, being or having been constructed in accordance with plans, specifications and designs to be prepared for the Local Government by the Consulting Engineers, the BPH and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

2.2 Subject to the terms, conditions and provisions of this Funding Assistance Agreement and the Local Act, the Local Government 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 to be prepared for the Local Government by the Consulting Engineers.

2.3 All real estate and interests in real estate and all personal property constituting the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Local Government, 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 is approved by BPH and the Authority.

2.4 The Local Government agrees that the Authority and BPH and their respective 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 Local Government further agrees that the Authority and BPH and their respective duly authorized agents shall, prior to, during and after completion 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 BPH with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site, if any, and the costs of the Project, in accordance with generally accepted governmental accounting standards. The Local Government shall permit the Authority and BPH, acting by and through their Directors or 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 Local Government shall submit to the Authority and BPH such documents and information as it may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the Funding Assistance proceeds or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Government agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Government pertaining to the operation and maintenance of the System at any reasonable time during the construction of, and following completion of, the Project.

2.7 [Reserved]

2.8 Until the Project is completed and accepted by the Local Government, the Local Government 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 System, such insurance to be made payable to the order of the Authority or the Local Government, as their interests may appear.

2.9 The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall retain the operator(s) to operate the System as required by State law.

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

2.11 The Local Government, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit A and incorporated herein by reference, and forward a copy by the 20th of each month to the BPH and the Authority.

2.12 The Local Government, during the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward such forms to BPH in compliance with the Local Government's construction schedule.

2.13 The Local Government, prior to the closing of the Funding Assistance, shall provide the BPH and the Authority with the opinion of local counsel, the form of which is attached hereto as Exhibit E and incorporated herein by reference.

ARTICLE III
Conditions to Advance of Funding Assistance

3.1 The agreement of the Authority and BPH to advance Funding Assistance hereunder:

(a) The Local Government shall either have received bids or entered into contracts for the construction of the Project or will have facilitated such contracts, which are in an amount and otherwise compatible with the plan of financing described in the application filed with BPH; and, the Authority and BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

(b) The Local Government 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 BPH shall have received a certificate of the Consulting Engineers to such effect;

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

(d) The Funding Assistance, 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 the Project as set forth in the application filed with BPH, and the Authority and BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants.

3.2 The Local Government shall provide BPH with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements, established by federal and State regulations as set forth in Exhibit D attached hereto at such times as are set forth therein.

3.3 The Local Government shall comply with all federal requirements applicable to the Funding Assistance (including those imposed by BIL, P.L. 113-76, Consolidated Appropriations Act, 2014, and related SRF Policy Guidelines issued by the EPA) which the Local Government understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American

Iron and Steel Requirement”) unless (i) the Local Government has requested and obtained a waiver from the EPA pertaining to the Project or (ii) the BPH has otherwise advised the Local Entity in writing that the American Iron and Steel Requirement is not applicable to the Project.

3.4 The Local Government shall comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by a Federal agency or the BPH such as performance indicators of program deliverables, information on costs and Project progress. The Local Government understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Funding Assistance Agreement may be a default hereunder that results in remedial actions.

3.5 The Local Government covenants and agrees to not expend any proceeds of the Funding Assistance or enter into any contracts for components and services prohibited by 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment), implementing section 889 of Public Law 115-232. Prior to entering into any contracts, the Local Government shall certify to BPH in writing that it has reviewed all contracts against the excluded parties list in the System for Award Management (www.sam.gov).

ARTICLE IV

Other Agreements of the Local Government

4.1 Covenants substantially as follows:

(a) That the Local Government shall complete the Project, to the extent applicable, and operate and maintain the System in good condition;

(b) That the Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the BPH of any sale or other disposal of the System as a whole or substantially as a whole; provided that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance and remit to the Authority for deposit into the Drinking Water Treatment Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

(c) That the Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System;

(d) That the Local Government will not render any free services of the System;

(e) That, to the extent legally allowable, the Local Government will not grant any franchise to provide any services which would compete with the System;

(f) That the Local Government 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 BPH, 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 Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(g) That the Local Government 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 BPH within 30 days of adoption thereof;

(h) 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;

(i) That the Local Government 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 Local Government, then the Local Government shall enter into a termination agreement with the water provider; and

(j) That the Local Government shall submit all proposed change orders to the BPH for approval. The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance available due to project underruns.

4.2 The Local Government hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by the Local Government in the terms and covenants of this Funding Assistance Agreement, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Funding Assistance Agreement.

4.3 The Local Government hereby warrants and represents that all information provided to the Authority and BPH in this Funding Assistance Agreement, in the application filed with BPH 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 Local Government receiving the Funding Assistance, the Authority and BPH shall have the right to cancel all or any of their obligations

under this Funding Assistance Agreement if (a) any representation made to the Authority and BPH by the Local Government in connection with the issuance of the Funding Assistance shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its application filed with BPH or in any supporting documentation or has violated any of the terms of the Act, the DWTRF Regulations or this Funding Assistance Agreement.

4.4 The Local Government hereby agrees to file with the Authority and BPH upon completion of construction of the Project a schedule in substantially the form of Amended Schedule A to the application filed with BPH, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE V Miscellaneous

5.1 Schedule X shall be attached to this Funding Assistance Agreement by the Authority as soon as practicable after the Date of Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

5.2 If any provision of this Funding Assistance 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 Funding Assistance Agreement, and this Funding Assistance Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.3 This Funding Assistance 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 Funding Assistance Agreement.

5.4 No waiver by any party of any term or condition of this Funding Assistance 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 Funding Assistance Agreement.

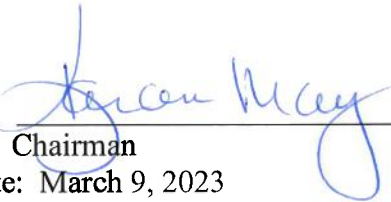
5.5 This Funding Assistance Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Funding Assistance and constitutes the entire agreement between the parties hereto in respect thereof.

5.6 This Funding Assistance Agreement shall terminate upon written notice of termination to the Local Government and the Authority by the BPH.

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

LINCOLN PUBLIC SERVICE DISTRICT

(SEAL)

By: 
Its: Chairman
Date: March 9, 2023

Attest:


Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: March 9, 2023

Attest:


Its: Authorized Officer

EXHIBIT A

MONTHLY FINANCIAL REPORT

Name of Local Government _____
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 Local Government 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 Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Bureau for Public Health, 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 Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 20th day of each month, commencing on the date of the Funding Assistance closing and for two years following the completion of construction of the Project.

EXHIBIT B
PAYMENT REQUISITION FORM

(All Copies to Be Provided by BPH for Each Project)

EXHIBIT C

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 construction of certain additions, betterments, improvements and extensions (the "Project") to the existing public waterworks system (the "System") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which Project is being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), 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 completed by _____, Consulting Engineer, as described in the application submitted to the BPH; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) the waterworks system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the additions, betterments, improvements and extensions being designed pursuant to the Project and the operation of the System; (iv) in reliance upon the certificate of _____, independent certified public accountants, of even date hereof, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (v) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of the Project, as set

forth in the Application; and (vi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature and seal on this ____ day of _____, 20__.

By _____
_____, P.E.
West Virginia License No. _____

[SEAL]

EXHIBIT D

SPECIAL CONDITIONS

Notwithstanding the specific provisions set forth in this Funding Assistance Agreement, the following provisions are either waived or modified as set forth below: None

EXHIBIT E
OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

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

West Virginia Bureau for Public Health
350 Capitol Street, Room 313
Charleston, West Virginia 25301

Re: \$ _____ Funding Assistance (West Virginia DWTRF Program)

Ladies and Gentlemen:

[I am/We are] counsel to _____ (the "Local Government"), a _____.

[I/We] have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated _____, 20__, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

[I/We] have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance/resolution duly adopted or enacted by the Local Government on _____, 20__ (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon [my/our] examination of such other documents as [I/we] have deemed necessary, [I am/we are] of the opinion as follows:

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

2. The Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

3. The Local Government 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 enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

5. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government 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 Funding Assistance Agreement.

6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the construction of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from the BPH and the West Virginia Infrastructure and Jobs Development Council.

8. To the best of [my/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, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the construction of the Project, or the operation of the System.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF FUNDING ASSISTANCE

Principal Amount of Funding Assistance \$447,231

The Authority at the direction of the BPH shall forgive the principal amount of the Funding Assistance. The principal amounts advanced under the Funding Assistance Agreement will be deemed forgiven on the 30th day of June in the fiscal year in which advanced.

Number of New Customers: -0-

Location: Alum Creek, Lincoln County



WEST VIRGINIA

Infrastructure & Jobs Development Council

October 18, 2021

Michael Fioravante
LINCOLN COUNTY PSD
P O Box 38
Alum Creek, WV 25003-0038

Re: LINCOLN COUNTY PSD
Water Line Upgrade/Replacement Project No. 2019W-1806
Approval of Change in Scope, Cost and Funding

Dear Michael Fioravante:

At its October 13, 2021 meeting, the West Virginia Infrastructure & Jobs Development Council (Council) approved a change in scope, cost and funding for the above-named project (Project). Specifically, Council recommended the PSD pursue the following revised funding:

Lincoln County Commission Grant - \$250,000.00 - Recommended
DWTRF Principal Forgiveness Loan - \$250,000.00 - Recommended
IJDC District 3 Grant - \$500,000.00 - Recommended

Total estimated project cost is \$1,000,000.00.

If the Sponsor has any questions regarding this letter, please contact Wayne D. Morgan, Executive Director at (304) 414-6501 (X106).

Sincerely,

Wayne Morgan
Executive Director

cc: DWTRF, Stephanie Hickerson
WV Water Development Authority, Marie Prezioso

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
10/9/2022

Entered: September 19, 2022

CASE NO. 22-0321-PWD-19A

LINCOLN PUBLIC SERVICE DISTRICT,
Rule 19-A Application to change water rates and charges.

RECOMMENDED DECISION

This Decision approves the Staff-recommended water rates and charges for use by Lincoln Public Service District, requires the District to comply with the directives set forth by the Commission in General Order No. 183.11, and provides for a reporting requirement.

PROCEDURAL HISTORY

On March 18, 2022, Lincoln Public Service District (District) filed an Application, pursuant to Rule 8.2 (Historical Rule 19-A) of the Commission Rules for the Construction and Filing of Tariffs (Tariff Rules), to change its water rates and charges requesting the Commission to calculate an appropriate increase.

Also on March 18, 2022, a Commission Order was entered that referred this matter to the Division of Administrative Law Judges for a decision to be rendered on or before November 14, 2022.

On July 11, 2022, Commission Staff filed a Final Joint Staff Memorandum and Staff Report. Staff recommended rates that would generate a revenue increase of \$299,974 annually over rates in effect prior to the case, which is an 18.85% increase. The rates would provide an annual surplus of \$43,914, provide a debt service coverage of 180.70%, and meet the cash working capital reserve (CWCR) requirement set forth in W. Va. Code § 24-1-1(k) and General Order No. 183.11. Staff increased the District's leak adjustment rate from \$2.30 to \$3.82 per thousand gallons. Staff recommended a CWCR increment percentage for use by the District of 8.87%, and also noted the District has not been complying with the requirements of General Order No. 183.11.

On July 14, 2022, a Procedural Order was issued giving the District an opportunity to respond or object to Staff's recommendations. The District responded in agreement with Staff's recommended rates, but it also requested that Staff increase the \$250.00 tap fee.

On August 1, 2022, a Procedural Order was issued requiring the District to provide notice of the Staff recommended rates and requiring Staff to respond to the District's tap fee request.

On August 2, 2022, Staff filed a Second Joint Staff Memorandum recommending the District's tap fee be increased to \$350.00 for taps installed outside of a certificate proceeding.

On August 11, 2022, the District filed a completed Tariff Form No. 6-B evidencing that it provided notice to its customers by separate mailing of Tariff Form No. 10 to each customer. Ten protests were received in the matter regarding the rate increase, but also complaining of the quality of the water being provided by the District.

On August 24, 2022, a Recommended Decision was entered in this matter approving the Staff recommended rates for use by the District. That Decision, however, was subsequently withdrawn by Procedural Order dated August 31, 2022, due to an error in the Staff recommended tariff, as was noted by Staff in a Third Final Joint Staff Memorandum filed August 30, 2022. The August 31, 2022 Order provided a revised Tariff Form No. 10 and required the District to provide notice to those customers affected by the error and file with the Commission another Tariff Form No. 6-B evidencing that it provide notice.

On September 8, 2022, the District filed a second completed Tariff Form No. 6-B evidencing that it provided notice as required by the August 31, 2022 Order. No further protests were received in the matter.

DISCUSSION

The Staff-recommended rates and charges should be approved since they are sufficient, but not more than sufficient, to cover the District's operation and maintenance expenses, debt service requirements, annual additions and provide funding for the CWCR requirement. The District should be required to comply with the directives set forth in General Order No. 183.11, and provide an accounting to the Commission of its CWCR account, as set forth below.

FINDINGS OF FACT

1. Lincoln Public Service District filed an Application to change its water rates and charges. Application, Mar. 18, 2022.
2. The District serves approximately 2,474 customers in Lincoln and Kanawha Counties, West Virginia. Final Joint Staff Memorandum and Staff Report, July 11, 2022.
3. Staff's recommended rates will generate a revenue increase of \$299,974 annually over rates in effect prior to the case, which is a 18.85% increase. Id.
4. The rates will provide an annual surplus of \$43,914, provide a debt service coverage of 180.70%, and meet the CWCR requirement set forth in W. Va. Code § 24-1-1(k) and General Order No. 183.11. Id.

5. The rates will provide a surplus that meets the District's five year average of net plant additions and also provides adequate debt service coverage. Id.

6. Staff increased the District's leak adjustment rate from \$2.30 to \$3.82 per thousand gallons. Id.

7. Staff recommended a CWCR increment percentage for use by the District of 8.87%. Id.

8. The District has not been complying with the CWCR requirements and General Order No. 183.11. Id.

9. Staff increased the District's tap fee for taps installed outside of a certificate proceeding, to \$350.00. Filing, August 2, 2022.

10. The District provided notice of the final Staff-recommended rates to each of its customers by separate mailing and ten protests were filed in the matter. Filings, August 11, 2022 and September 8, 2022; Case file, generally.

CONCLUSIONS OF LAW

1. It is appropriate to approve the Staff-recommended water rates and charges because they provide revenue sufficient, but not more than sufficient, to cover the District's operation and maintenance expenses, debt service requirements and average annual additions while also providing funding for the CWCR requirement.

2. It is reasonable to approve the Staff-recommended CWCR increment percentage of 8.87%, and require the District to comply with the directives set forth by the Commission in General Order No. 183.11, including applying the Staff-recommended CWCR increment percentages, depositing the calculated amount into an established segregated account and properly using, accounting and reporting for the same.

3. It is reasonable to require the District to provide an accounting to the Commission of its CWCR account.

ORDER

IT IS THEREFORE ORDERED that the Approved Tariff, attached hereto as Appendix A, is hereby approved for use by Lincoln Public Service District for all services rendered on and after the date this Decision becomes a final order of the Commission.

IT IS FURTHER ORDERED that Lincoln Public Service District file an original and at least six (6) copies of an appropriate tariff reflecting the final rates and charges approved herein within thirty (30) days of the date this Decision becomes a final order of the Commission.

IT IS FURTHER ORDERED that Lincoln Public Service District comply with the directives set forth by the Commission in General Order No. 183.11, including applying the Staff-recommended CWCR increment percentage, depositing the calculated amount into an established segregated account, properly using the funds and properly accounting and reporting for the same.

IT IS FURTHER ORDERED that Lincoln Public Service District complete monthly CWCR reports using the form attached hereto as Appendix B and file the reports on or before the 10th day of November and December 2022, and January 2023. After the three monthly filings, the Commission's Water and Wastewater Division will instruct the District whether it will continue to make monthly filings or if it may make semi-annual filings.

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

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

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

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

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



K. B. Walker
Administrative Law Judge

KBW:s:lc
220321ae

LINCOLN PUBLIC SERVICE DISTRICT
CASE NO. 22-0321-PWD-19A

APPROVED TARIFF

Effective for all service rendered on and after the date of the final order.

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY OF SERVICE

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

RATES

First	3,000 gallons used per month	\$15.65 per 1,000 gallons
Next	3,000 gallons used per month	\$15.01 per 1,000 gallons
Next	4,000 gallons used per month	\$13.71 per 1,000 gallons
Next	10,000 gallons used per month	\$12.69 per 1,000 gallons
Next	30,000 gallons used per month	\$11.03 per 1,000 gallons
All Over	50,000 gallons used per month	\$ 8.27 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following based on meter size:

5/8	inch meter	\$ 46.95 per month
3/4	inch meter	\$ 70.43 per month
1	inch meter	\$ 117.38 per month
1-1/4	inch meter	\$ 171.38 per month
1-1/2	inch meter	\$ 234.75 per month
2	inch meter	\$ 375.60 per month
3	inch meter	\$ 704.25 per month
4	inch meter	\$1,173.75 per month
6	inch meter	\$2,347.50 per month
8	inch meter	\$3,756.00 per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all current accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RECONNECTION FEE

\$25.00

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

RETURNED CHECK CHARGE

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

TAP FEE

The following charge is to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of \$100.00 will be charged to all customers applying for service before the construction is completed adjacent to the customer's premises in connection with the certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.

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

LEAK ADJUSTMENT

\$3.82 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above 200% of the customer's historical average usage.

SECURITY DEPOSIT

A deposit of \$50.00 or two-twelfths (2/12) of the average annual usage of the applicant's specific class, whichever is greater.

EFT, CREDIT CARD AND DROP BOX PAYMENTS

A service charge will be imposed on EFT, Credit Card, or Drop Box payments. The amount shall be equal to the actual charges to the utility from the financial institution for processing payment. No additional charge or fee shall be collected by the District for accepting these forms of payments.

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA
CASH WORKING CAPITAL RESERVE (CWCR) REPORT
FOR THE MONTH ENDING: _____

CASE NO: _____

NAME OF UTILITY: _____

LAST FOUR (4) DIGITS OF CWCR BANK ACCOUNT NUMBER: _____

1) BEGINNING MONTHLY BALANCE OF CWCR ACCOUNT: \$ _____

2) CUSTOMER COLLECTIONS FOR MONTH: \$ _____

3) REQUIRED CWCR % OF COLLECTIONS, PER PSC ORDER: _____ %

4) DEPOSITIS, FOR MONTH, INTO CWCR ACCOUNT FROM
CUSTOMER COLLECTIONS: \$ _____

5) DISBURSEMENTS, FOR MONTH, FROM CWCR ACCOUNT: \$ _____

6) DESCRIPTION OF EACH DISBURSEMENT FROM CWCR ACCOUNT,
IF APPLICABLE:

7) ENDING BALANCE OF CWCR ACCOUNT: \$ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF SIGNER: _____

LINCOLN PUBLIC SERVICE DISTRICT
\$447,231 FUNDING ASSISTANCE
(WEST VIRGINIA DWTRF PROGRAM)

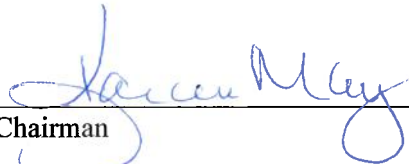
RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Chairman of the Lincoln Public Service District (the "Local Government"), for and on behalf of the Local Government, hereby certifies as follows:

On the 9th day of March, 2023, the Local Government received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Drinking Water Treatment Revolving Fund, pursuant to a Funding Assistance Agreement between the Local Government and the Authority on behalf of the West Virginia Bureau for Public Health dated March 9, 2023 (the "Funding Assistance"), of the \$15,000, being a portion of the \$447,231 principal amount of the Funding Assistance. The Local Government understands that the remaining proceeds of the Funding Assistance will be advanced to the Local Government from time to time as the Project proceeds to completion.

WITNESS my signature on this 9th day of March, 2023.

LINCOLN PUBLIC SERVICE DISTRICT


Chairman



Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

March 9, 2023

Lincoln Public Service District
\$447,231 Funding Assistance
(West Virginia DWTRF Program)

Lincoln Public Service District
Alum Creek, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Lincoln Public Service District, a public service district in Lincoln County, West Virginia (the "Local Government"). As such counsel, we have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated March 9, 2023, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project; and (ii) paying costs of issuance and related costs.

We have also examined the applicable provisions of Chapter 16, Article 13A and Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the Funding Assistance Resolution duly adopted by the Local Government on February 23, 2023 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

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 Funding Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

2. The Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

3. The Local Government is a duly organized and validly existing public service district, 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 enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

5. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted by the Local Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government 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 Funding Assistance Agreement.

6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the construction of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from the BPH and the West Virginia Infrastructure and Jobs Development Council.

8. To the best of 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, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the construction of the Project, or the operation of the System.

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

Very truly yours,

Step toe & Johnson PLLC

STEPTOE & JOHNSON PLLC

RONALD J. FLORA

ATTORNEY AT LAW

1115 SMITH STREET
MILTON, WEST VIRGINIA 25541
TEL: (804) 743-5354
FAX: (804) 743-4120
LAWRO77@AOL.COM

January 10, 2023

West Virginia Bureau for Public Health
350 Capital St. #702
Charleston, West Virginia 25301

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

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

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

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

Lincoln Public Service District
Post Office Box 38
Alum Creek, West Virginia 25003

Re: Final Title Opinion for
Lincoln Public Service District Alum
Creek Tank Replacement
WVIJDC Project No. 2019W-1806

Ladies and Gentlemen:

I am counsel to the Lincoln Public Service District (the "Issuer") in connection with a proposed project to construct a water tank adjacent to the existing water tank at Alum Creek.

The Public Service Commission of West Virginia has issued a letter indicating that this Project does not require a Certificate of Convenience and Necessity as being in the normal course of business. (See attached)

1. I am of the opinion that the Issuer is a duly created and validly existing

Public Service District possessed with all the powers and authority granted to Public Service Districts under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the West Virginia Department of Environmental Protection.

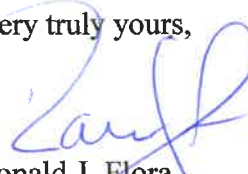
2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

3. I have investigated and ascertained the location of, and are familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by The Thrasher Group, Inc., the consulting engineers for the Project.

4. I have examined the records on file in the Office of the Clerk of the County Commission of Lincoln County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has entered in to a Sales Agreement for the proposed Tank Site with the property owners which Sales Agreement is of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia in Contract Book 17, at Page 580 (see attached).

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

Very truly yours,



Ronald J. Flora
Attorney at Law

RJF/eh

Z:\Emma Share\LINCOLN PSD\final\titleopinion.alumcrktank.wpd

Public Service Commission of West Virginia

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



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

November 10, 2021

Ronald J. Flora, Esq.
Counsel, Lincoln Public Service District
1115 Smith Street
Milton, WV 25541
RESPONSE BY U.S. MAIL AND EMAIL: lawro77@aol.com

RE: RFA 21-051
Lincoln Public Service District
(Determination of whether CN needed for Alum
Creek Tank Project)

Dear Mr. Flora:

This letter is in response to your correspondence with the Legal Division of the Public Service Commission ("Commission" or "PSC"), regarding whether the Lincoln Public Service District's (District's) Alum Creek Tank Project requires a certificate of convenience and necessity from the Commission pursuant to W. Va. Code §24-2-11. You have essentially requested the Staff offer its informal opinion pursuant to the Commission directive in General Order No. 246 that: "All entities, including public utilities, should consult with Commission Staff on whether a construction project that will provide service to the public requires a certificate, on a case-by-case basis."

As explained in more detail below, Staff opines that this project is in the ordinary course of business and does not require a certificate from the Commission based on the information provided.

As you explained in your letter dated November 5, 2021, the District is proposing to replace its existing tank at the Alum Creek location with a new tank even though the existing tank may remain in operation. The District plans to construct the new tank next to the existing tank and interconnect the two tanks through piping. The project will improve the District's ability to provide potable water to its customers.

The project is estimated to cost \$1,000,000 and will be totally granted funded and would have no impact on the rates of the District's customers. The project is to be financed as follows:

West Virginia Infrastructure and Jobs Development Council (WVIJDC) grant	\$500,000
Drinking Water Treatment Revolving Fund (DWTRF) Debt Forgiveness Loan	\$250,000
Lincoln County Commission Grant	\$250,000

The Commission examines various factors in order to determine whether a certificate of convenience and necessity is needed:

The Code provision does not define or elaborate as to what constitutes an 'ordinary extension' of an existing system, although it has been construed to mean that construction activities which deal with the in-kind replacement of existing facilities are not subject to the certification process. Historically, Commission Staff has looked at various factors, any of which are subjective, in order to make a determination regarding the need for a certificate. These factors include, but are not limited to, the following: (a) the estimated cost of the project as compared with the annual revenues of the applicant; (b) the level of complexity (engineering or otherwise) of the proposed project; (c) the type of funding proposed for the project; (d) the factors driving the project; (e) the urgency of the project; (f) the experience and competency of the applicant's staff and/or professional consultants; (g) the regulatory history of the applicant; and (h) the potential benefits and risks of the project.

Town of West Hamlin, Case No. 05-0282-W-PW (Commission order April 25, 2005), quoting South Putnam Public Service District, Case No. 04-0034-PWD-PC, Recommended Decision, entered March 17, 2004, final April 6, 2004, p. 4.

The Commission expressed concern that too much emphasis is often placed on only one of the tests enumerated in the South Putnam case. The Commission has also stated:

The evaluation of the cost of a project relative to the annual revenue of a utility, in and by itself, is basically incomplete. If the purpose is to quantify the size of a project to the size of a utility it would be more of a direct comparison to view the cost of a project to the gross plant of the utility.

City of Fairmont, Case No. 11-1406-W-PC (Commission order Jan. 10, 2012 at p. 2).

In consultation with Mr. Roger Estep of the Commission's Utilities Division and Mr. Jim Ellars of the Commission's Engineering Division, the Commission Staff opines that this project is in the ordinary course of business and does not require a certificate from the Commission based on the facts presented to Staff.

From an engineering perspective Mr. Ellars based his review on your November 4, 2021 letter and the following most recent filings and correspondence on file with the WVIJDC for Project #2019W-1806:

- Technical Review Comments dated September 28, 2021,
- Correspondence from District's Engineer (Thrashing Engineering) to WVIJDC dated September 10, 2021, and
- Letter of approval from WVIJDC for changes to scope and cost dated October 18, 2021.

Mr. Ellars noted that in 2021 the District received a \$280,000 WVIJDC Critical Needs Grant to repair the existing Alum Creek storage tank, which was reported to be back in service in October 2021. The District is now requesting to utilize the repaired tank as long as possible, prior to the installation of a new tank. The revised scope of work would include the purchase of additional property adjacent to the current tank property to construct a new 300,000-gallon water storage tank. In the previous project scope, funds were allocated for temporary storage and demolition of the existing tank. Instead, it is proposed to use those funds to purchase property and construct an access road to the new tank. The estimated revised total project cost is \$1,000,000, including construction costs of \$643,000. The project will be funded as described above.

Mr. Ellars stated the proposed project will provide additional distribution storage capacity in the District's system. The project is of average complexity. No significant changes in the District's operation and maintenance expenses is expected as a result of the project. Mr. Ellars recommended the work be considered as normal course of business and no certificate of convenience and necessity be required, for the following reasons:

- Project scope is limited to the replacement of existing facilities, and
- Project is 100% grant funded.;

From a financial perspective, Mr. Estep noted the following:

- Annual water revenues for the District for fiscal year (FY) 2020 = \$1,523,428
 - Gross Water Plant as of end of FY 2020 = \$20,586,035
 - Utility Plant in Service as of end of FY 2020 = \$10,819,440
 - Cost of Project = \$1,000,000
 - Construction Cost = \$643,000
-

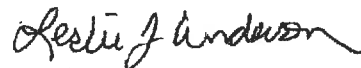
- The ratio of the cost of the project to revenues is 65.64%
- The ratio of the cost of the project to gross plant is 4.86%
- The ratio of the construction cost to gross plant is 3.12%
- Source of Funding: \$500,000 WVIJDC Grant
\$250,000 DWTRF Debt Forgiveness Loan
\$250,000 contribution from the Lincoln County Commission

Mr. Estep noted that the cost of the proposed cost of the project is approximately 4.86% of the District's gross plant, which is reasonable. The cost of the project is high in comparison to the District's water revenues, but it is not expected to result in an increase to existing customers due to being fully funded by two grants and a contribution from the Lincoln County Commission. The total amount of the funding is anticipated to equal the cost of the project of \$1,000,000. Mr. Estep is of the opinion that the District does not need to obtain a certificate of convenience and necessity.

In Staff's opinion the project is in the normal course of business and does not require a certificate of convenience and necessity. Staff's opinion is based on the information provided, including the proposed funding. Should any of the information change, including the funding for the project, then Staff recommends the District seek another opinion from Staff based on the new information.

This letter represents the informal opinion of the Staff offered pursuant to General Order 246 entered February 24, 1993. It is not binding on Staff or the Commission in any future formal case at the Commission or in any other forum. If you have any other questions please feel free to contact me at (304) 340-0368. Thank you for the opportunity to be of assistance in this matter.

Sincerely,



Leslie J. Anderson
Supervising Attorney
WV State Bar I.D. No. 5777

LJA/s

cc: Wendy Braswell, Director, Legal Division, PCS of West Virginia
Earl Melton, Director, Engineering Division, PSC of West Virginia
Karen Macon, Director, Utilities Division, PSC of West Virginia
Diane Davis, Deputy Director, PSC of West Virginia
Jim Ellars, Section Manager, Engineering Division, PSC of West Virginia
Roger, Estep, Utilities Analyst, Utilities Division, PSC of West Virginia

S:_Staff_Files\LAnderson\wpdocs\zzz_closed\RFAs\2021\ltr rfa 21-051 Lincoln Co PSD whether CN needed.doc

SALES AGREEMENT

This Agreement dated this 1 day of MAY, 2022, by and between
TIMOTHY A. MCWAIN and KASEY J. MCWAIN, hereinafter referred to as "Sellers", and
LINCOLN PUBLIC SERVICE DISTRICT, a West Virginia Public Service District,
hereinafter referred to as "Buyer", and, now,

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash-in-hand paid and
other good and valuable considerations, the parties do hereby agree as follows:

1. **DESCRIPTION OF PREMISES:** Sellers agree to sell and Buyer agrees to
purchase the following described tract of real estate:

**A CERTAIN TRACT OR PARCEL OF LAND ALONG WITH A 20'
EASEMENT, ON THE WATERS OF THE COAL RIVER, SITUATE
NEAR LINCOLN COUNTY ROUTE 8, IN WASHINGTON DISTRICT,
LINCOLN COUNTY, WEST VIRGINIA, MORE PARTICULARLY
BOUNDED AND DESCRIBED AS FOLLOWS:**

TRACT A: PROPOSED TANK SITE

Beginning at a 5/8" iron rebar set on lands of Timothy A. and Kasey J. McWain
(Tax Map 5 Parcel 36.3, Deed Book 372 Page 296), from which a 3/4" iron pipe
found at a corner common to said McWain (Parcel 36.3) and other lands of said
Timothy A. and Kasey J. McWain (Tax Map 5 Parcel 36.12, Deed Book 372 Page
296) bears, S 26° 40' 30" E 52.50', thence through said McWain (Parcel 36.3) for
two (2) lines;

S 62° 48' 44" W 38.36' to a 5/8" iron rebar set at a common corner to a 20'
easement later described herein, thence with the northern line of said easement;

S 65° 10' 16" W 33.55' to a 5/8" iron rebar set, thence leaving said 20' easement
partially through said McWain (Parcel 36.3) and the Lincoln Public Service
District (Tax Map 5 Parcel 36.1, Deed Book 165 Page 66);

N 27° 07' 55" W 94.38' to a 5/8" iron rebar set, thence partially through said
McWain (Parcel 36.3) and the Lincoln Public Service District (Tax Map 5 Parcel
36.1, Deed Book 165 Page 66);

Mail To
Ronald J. Flora, Attorney
1115 Smith Street
Milton, West Virginia 25841

Lincoln County
Daryl Baker, Clerk
Instrument 20220001578
06/02/2022 @ 09:37:36 AM
CONTRACT
Book 17 @ Page 580
Pages Recorded 10
Recording Cost \$ 17.00

N 43° 55' 36" E 42.94' to a 5/8" iron rebar set on the lands of said Lincoln Public Service District (Parcel 36.1), thence through said Lincoln Public Service District (Parcel 36.1);

S 58° 16' 19" E 12.89' to a 5/8" iron rebar set, thence partially through said Lincoln Public Service District (Parcel 36.1) and said McWain (Parcel 36.3);

N 40° 42' 31" E 59.84' to a 5/8" iron rebar set on the lands of said McWain (Parcel 36.3), thence through said McWain (Parcel 36.3) for three (3) lines;

S 76° 11' 46" E 90.55' to a 5/8" iron rebar set, from which a 3/4" iron pipe found at a corner common to said McWain (Parcel 36.3) and said McWain (Parcel 36.12) which bears, S 06° 25' 28" E 180.80', thence;

S 34° 18' 36" W 82.03' to a 5/8" iron rebar set, thence;

S 23° 04' 50" W 35.37' to the point of beginning, containing 13,936 square feet, or 0.32 acres, MORE OR LESS, as surveyed by The Thrasher Group in January 2022.

Being a part of the same real estate conveyed to Lincoln Public Service District from Charles and Maxine Thomas in Deed Book 165 Page 66 and a part of the same real estate conveyed to Timothy A. and Kasey J. McWain from Cheryl Gina Palmer in Deed Book 372 Page 296 of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia.

TRACT B: 20' DRAINAGE EASEMENT

Beginning at a point on the aforementioned lands of McWain (Parcel 36.3) and in the centerline of the 20' easement to be described, from which a 5/8" rebar set at a common corner to Tract A herein described bears, S 24° 49' 44" E 10.00', thence with the centerline of this 20' easement and through the McWain parcel for the next two (2) lines;

S 65° 10' 16" W 31.63' to a point, thence;

S 43° 30' 16" W 70.51' to a point extending to a terminating in the northern right of way line of an existing 20' access easement described together with the aforementioned Lincoln PSD tract (Parcel 36.1) in Deed Book 165 Page 66, from which a 1" angle iron found at a corner to said McWain (Parcel 36.3) bears, S 82° 58' 35" E 25.67' containing 2,043 square feet, MORE OR LESS.

Being a part of the same real estate conveyed to Timothy A. and Kasey J. McWain from Cheryl Gina Palmer in Deed Book 372 Page 296 of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia.

There is **EXCEPTED** and **RESERVED** from the above-described conveyance that certain conveyance to the Lincoln Public Service District, containing 0.32 acres together with all rights of ingress and egress including a 20' wide right-of-way, access easement and utility easement together with a 10' wide pipeline easement as more fully described in that certain Deed to the Lincoln Public Service District, a public corporation and political subdivision of the State of West Virginia from Charles Thomas and Maxine Thomas, by Deed dated the 18th day of June, 1963 of record in the Office of the Clerk of the County Commission of Lincoln County, West Virginia in Deed Book 165, at Page 66 (see attached Deed for a full description of the exception and conditions set forth therein).

2. **PURCHASE PRICE:** Sellers agree to convey unto Buyer the above-described premises for the **purchase price** of \$17,000.00, payable upon closing and execution of all documents. This Agreement is strictly contingent upon the Buyer receiving final approval and funding from the appropriate funding agency for this purchase prior to closing. **Upon funding of the project, closing will take place within fifteen (15) days of the same.**

3. **TIME IS OF THE ESSENCE:** Buyer and Sellers agree that time is of the essence in the completion of this transaction, therefore Buyer and Sellers covenant and agree that closing in this matter shall take place within fifteen (15) days of the funding date and closing upon the Lincoln Public Service District Project and associated bond documents if such closing does occur.

4. **RIGHT TO INSPECT:** Buyer has the right to inspect the premises for all relevant purposes with notice of not less than twenty-four (24) hours given to Sellers for said inspection. Buyer's inspection is at Buyer's cost.

5. **WARRANTY AND INSPECTION:** Sellers hereby convey this property pursuant to the terms of this contract in an "as is" condition and makes no warranties as to the habitability, suitability or condition of the subject premises subject to the paragraph below.

Buyer hereby acknowledges and agrees that it has had or will have an opportunity to inspect the

same prior to closing. Sellers are not aware of any latent defects or hazardous material placement upon the property which would affect construction upon the property to be conveyed hereby.

1. **COOPERATION BETWEEN BUYER AND SELLERS:** Buyer and Sellers hereby covenant and agree that they shall cooperate and use their best and reasonable efforts to consummate the sale of the above-described premises within the time period as set out above.

2. **Buyer intends to use the property hereby conveyed for the construction of a new Water Tank. The existing Water Tank shall remain on the property in its current location. If the existing Tank becomes inoperable and not susceptible to repair, the District shall deconstruct the existing Tank and remove it from the location. The District reserves the right to replace this Tank with a new Tank in or on the property at its current location.**

The District agrees that it will pave the access road to the site.

The District shall plant shrubbery around the new Tank location to the extent reasonably possible to make it aesthetically pleasing.

3. **APPLICABLE LAW:** This Agreement has been executed in the State of West Virginia and all questions of law arising under this Agreement shall be determined under and according to the laws of the State of West Virginia.

4. **ENTIRE AGREEMENT:** This Agreement of Sale and Purchase contains the entire agreement between the parties hereto, and neither party has made any representations or agreements of any kind except as herein contained.

This agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the Sellers and Buyer.

DATED this 1 day of MAY, 2022

SELLERS:


TIMOTHY A. MCWAIN

KASEY J. MCWAIN

BUYER:

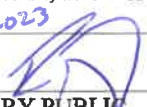
LINCOLN PUBLIC SERVICE
DISTRICT

BY: 

ITS: Chairman

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

Taken and subscribed before me this 1st day of May, 2022, in my
county and state aforesaid by **TIMOTHY A. MCWAIN**, as Seller.
My commission expires July 31, 2023


NOTARY PUBLIC

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

Taken and subscribed before me this 1st day of May, 2022, in my
county and state aforesaid by **KASEY J. MCWAIN**, as Seller.
My commission expires July 31, 2023


NOTARY PUBLIC

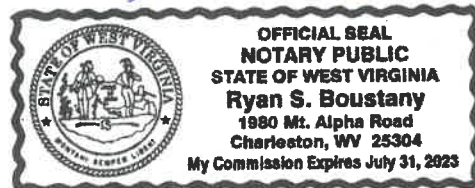
STATE OF WEST VIRGINIA
COUNTY OF West Virginia, TO-WIT:

Taken and subscribed before me this 10th day of May, 2022, in my
county and state aforesaid by Ricky Wade, as its
for **LINCOLN PUBLIC SERVICE DISTRICT**, as Buyer.
My commission expires July 31, 2023

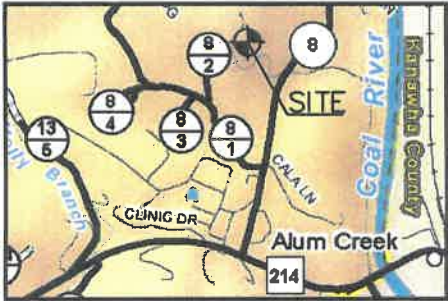

NOTARY PUBLIC

PREPARED BY:
RONALD J. FLORA
Attorney at Law
1115 Smith Street
Milton, West Virginia 25541
(304) 743-5354
(304) 743-4120 (Fax)

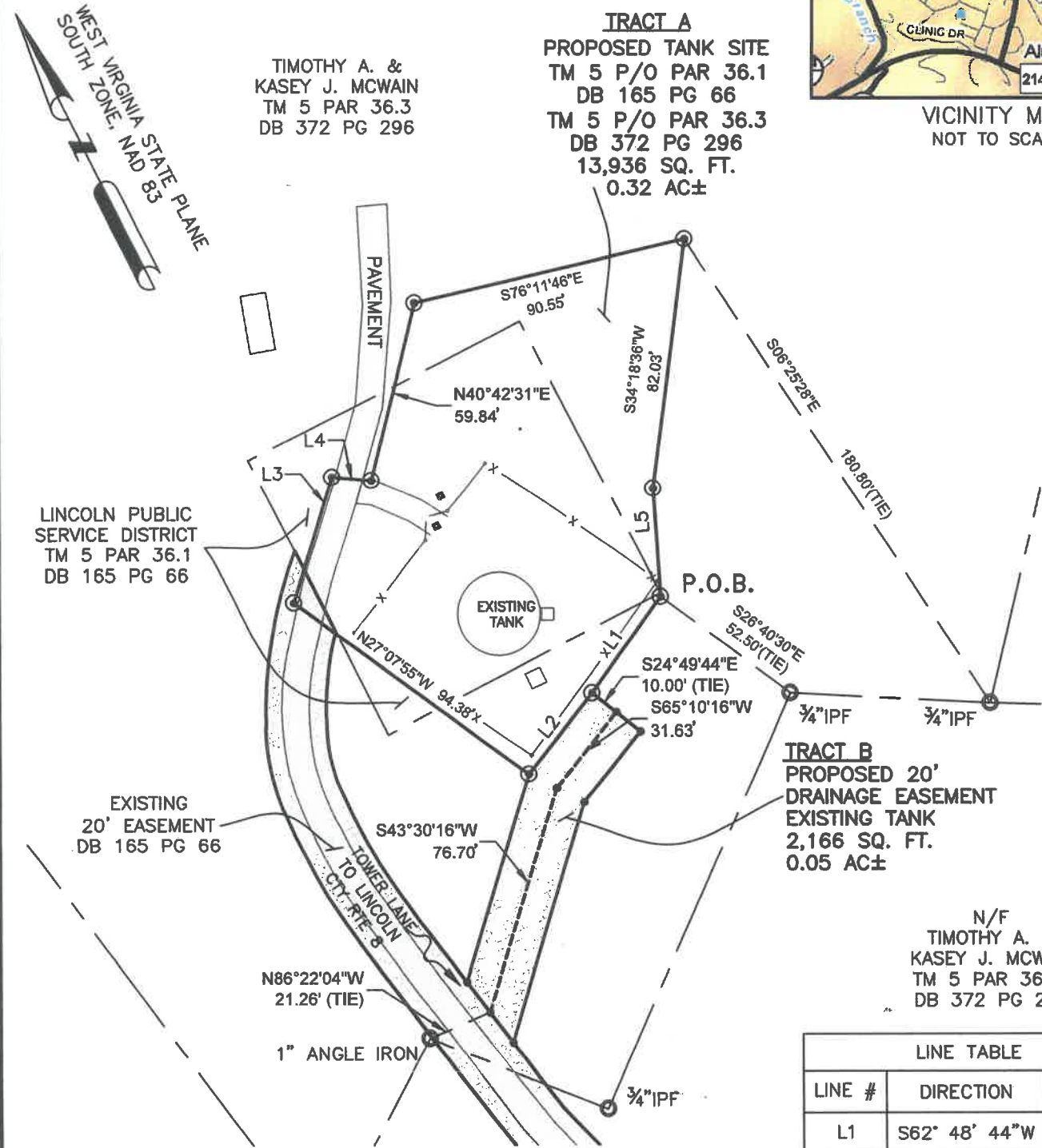
Z:\Emma Share\LINCOLN PSD\MCWAIN-TIMOTHY.KASEY.LPSD.SALESAGREEMT.revised.wpd



NOTE: THE TRACT SHOWN BEING A PART OF THE SAME LANDS CONVEYED TO LINCOLN PUBLIC SERVICE DISTRICT FROM CHARLES & MAXINE THOMAS AS RECORDED IN DEED BOOK 165 PAGE 66 AND A PART OF THE LANDS CONVEYED TO TIMOTHY A. & KASEY J. MCWAIN FROM CHERYL GINA PALMER AS RECORDED IN DEED BOOK 372 PAGE 296 AT THE OFFICE OF THE CLERK, LINCOLN COUNTY, WEST VIRGINIA.



VICINITY MAP
NOT TO SCALE



LEGEND/ABBREVIATIONS

- = POINT
- ⊙ = 5/8" SET REBAR W/CAP
- = MONUMENT FOUND (AS NOTED)
- (T) = TOTAL
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- TM = TAX MAP NUMBER
- PAR = PARCEL NUMBER
- P/O = PART OF
- N/F = NOW OR FORMERLY
- IPF = IRON PIPE FOUND (size as noted)
- RIGHT-OF-WAY CENTERLINE
- PROPOSED PARCEL LINE
- ADJOINER/NOT SURVEYED
- RIGHT OF WAY/EASEMENT
- x --- EXISTING FENCE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62° 48' 44"W	38.36
L2	S65° 10' 16"W	33.55
L3	N43° 55' 36"E	42.94
L4	S58° 16' 19"E	12.89
L5	S23° 04' 50"W	35.37

PLAT OF SURVEY
FOR
LINCOLN PUBLIC
SERVICE DISTRICT
SHOWING A
PROPOSED TANK SITE
PARCEL
ON THE LANDS OF
LINCOLN PUBLIC
SERVICE DISTRICT
&
TIMOTHY A. &
KASEY J. MCWAIN
WASHINGTON DISTRICT, LINCOLN
COUNTY
WEST VIRGINIA
TM 5 PAR 36.1 DB 165 PG 66
TM 5 PAR 36.3 DB 372 PG 296
DATE: 03-01-2022
010-1166



AARON J. RAWE P.S. 2312
0' 50' 100'
A scale bar showing 0, 50, and 100 feet.

THRASHER

THE THRASHER GROUP, INC.
600 WHITEOAKS BLVD
BRIDGEPORT, WV 26330
304-624-4108
arawe@thethrashergroup.com
WWW.THETHRASHERGROUP.COM

BOOK 165 PAGE 66

tion should be necessary. *Total consideration \$10.00*

WITNESS the following signatures and seals: *Str. Byrd*

Ed. Sponsangle (SEAL)

Hazel Sponsangle (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF PUTMAN, To-Wit:

I, Irene Ambler, a Notary Public in and for the aforesaid County, do hereby certify that C. L. Sponsangle and Hazel Sponsangle, his wife, whose names are signed to the writing above, bearing date the 17th day of November, 1964, have this day acknowledged the same before me in my said County.

Given under my hand this the 17th day of November, 1964.

My commission expires May 8, 1967.

Irene Ambler
Notary Public

Lincoln County Court Clerk's Office, JAN 21 1965. This instrument was this day presented to my Office and thereupon, together with the Certificate thereto annexed, is admitted to record. *George B. Johnson* Clerk by _____ Deputy

THIS DEED, made this the 18th day of June, 1963,
by and between CHARLES THOMAS and MAXINE THOMAS, his wife,
parties of the first part, and LINCOLN PUBLIC SERVICE DISTRICT,
a public corporation and political subdivision of the State of
West Virginia, party of the second part.

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of all the consideration for this conveyance being hereby acknowledged, the said parties of the first part do hereby GRANT AND CONVEY unto the said party of the second part, with covenants of General Warranty, all that certain tract or parcel of land, together with the right of ways and easements thereto, lying and being on Coal River in Washington District of Lincoln County, West Virginia, more particularly bounded and described as follows:

BEGINNING at an iron pipe corner of the outside boundary of the property and right of way line of Coal River Road and being the southeasterly corner of said tract; thence by survey N. 32 degrees 30' W. 317.14 feet; thence N. 16 degrees 29' W. 209.06 feet to an iron pin at the southeasterly corner of the 0.23 acre parcel; thence N. 87 degrees 13' W. 100 feet to an iron pipe; thence N. 2 degrees 57' E. 100 feet to an iron pipe; thence S. 87 degrees 13' E. 100 feet to an iron pipe; thence S. 2 degrees 57' W. 100 feet to the place of beginning, containing 0.23 acres; and

being a part of the tract of land conveyed to Charles Thomas

and Maxine Thomas, his wife, by A. R. Ramsey and Clara Ramsey, his wife, by deed dated October 6, 1959, which said deed is duly filed for record in the Office of the Clerk of the County Court of Lincoln County, West Virginia, in Deed Book 155 at page 364, and as shown upon a map and plat entitled "Plat & Access Easement for Lincoln Public Service District Storage Tank Site, Lincoln and Kanawha Counties, West Virginia, made by J. H. Milam, Inc., Consulting Engineers, dated June 6, 1963," attached hereto and made a part hereof, reference being expressly made to the aforesaid deed and said map.

For the consideration aforesaid the said parties of the first part do further grant and convey unto the said party of the second part, an access road, right of way and easement, twenty-feet in width, over, across, in and upon their lands, leading from Coal River Road, a secondary road, to the parcel of land hereinbefore described and hereby conveyed, for the purposes of ingress and egress, together with the right and privilege to enter in and upon the same to repair and maintain the same, and to do all such acts or act necessary, convenient or incidental to the construction and operation of a water storage tank, without limitation as to such act or acts, said access road, easement and right of way twenty-feet in width, on the following described center line:

BEGINNING at a point located on the westerly side of the right of way line of said Coal River Secondary Road and on a line described

as S. 25 degrees 30' W. 130.0 feet from a corner which is the intersection of two lines being S. 53 degrees 45' and S. 25 degrees 30' W; thence leaving outside line S. 52 degrees 58' W. 66.48 feet to the point of curve, a curve having a tangent of 96.57 feet and radius of 40.0 feet 94.24 feet to the point of tangent; thence N. 7 degrees 59' E. 67.23 feet to angle point; thence N. 13 degrees 10' W. 64.34 feet to a point of curve having a tangent of 66.66 feet and radius of 40.0 feet; 82.43 feet to point of tangent; thence S. 48 degrees 46' W. 186.89 feet to the point of curve having a tangent of 43.65 feet and radius of 40.0 feet 66.38 feet to point of tangent; thence N. 36 degrees 08' W. 35.07 feet to angle point; thence N. 11 degrees 49' W. 189.91 feet; thence N. 30 degrees 01' E. 94.15 feet to westerly line of said 0.23 acre lot heretofore described and herein conveyed and 44.0 feet from the northwesterly corner, as shown upon the map and plat heretofore referred to and made a part hereof and to which reference is again made.

That for the consideration aforesaid the said parties of the first part do further grant and convey unto the said party of the second part, a ten (10) foot in width pipeline easement, over, upon and under their lands, for the purpose and purposes of laying, constructing and installing a pipe line from the foregoing parcel of land to the said Coal River Secondary Road, together with the right and privilege to enter in and upon the same for repairing and maintaining the same, and to do all such acts or act of things necessary, convenient or incidental to the construction, laying and installing a pipeline for the operation of a storage tank site and water system, said pipeline of description being of every kind thereof and without limitation, said ten foot easement having the following center line:

BEGINNING at a point located S. 25 degrees 30' W. 5.0 feet from an iron pipe corner in the outside line and westerly right of way line of said Coal River Road which point is the intersection of two lines having the bearings of S. 53 degrees 45' W. and S. 25 degrees 30' W; thence N. 64 degrees 30' W. 440.0 feet to a point in the easterly line of a 0.23 acre plat and being 18.0 feet from the north-easterly corner as shown upon the map, heretofore

referred to and made a part hereof and to which reference is again expressly made.

The said parties of the first part for the consideration aforesaid do further grant and convey unto the said party of the second part an easement and right of way over and across their lands for the purpose of stringing, installing and constructing electric power lines that may be necessary, convenient or incidental to the installation and construction and operation of a water tank site.

The said parties of the first part expressly covenant and agree with the party of the second part that they will WARRANT GENERALLY the title to the surface of the property hereby conveyed and that they shall not interfere with the use and enjoyment of the easements and rights of way hereinbefore described.

Under penalty of fine and imprisonment as provided by law the grantors do hereby declare that the foregoing conveyance is not subject to the West Virginia Excise Tax because the consideration therefor is less than \$100 and it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF we have hereunto subscribed our signatures and affixed our seals.

Charles Thomas (SEAL)
Charles Thomas

Maxine Thomas (SEAL)
Maxine Thomas

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, to wit:

I, Boyce Griffith, a Notary Public in and for the said county and state aforesaid do hereby certify that Charles Thomas and Maxine Thomas, his wife, whose names are signed to the foregoing writing bearing date June 18, 1963, have this day acknowledged the same before me in my said county and state.

GIVEN under my hand this the 18 day of June, 1963.

My commission expires 9 10 1965.

Boyd D.
Notary Public

Lincoln County Court Clerk's Office JAN 21 1965 This instrument was this day presented to me at my Office and thereupon together with the Certificate thereto annexed, is admitted to record.
Treas. Thorp W. Johnson Clerk By _____ Deput.

BOOK 165 PAGE 69

LINCOLN PUBLIC SERVICE DISTRICT

\$447,231 Funding Assistance
(West Virginia DWTRF Program)

CERTIFICATE OF ENGINEER

I, Isaac Fadiga, P.E., Registered Professional Engineer, West Virginia License No. 25394 of The Thrasher Group, Inc., Charleston, West Virginia, hereby certify this 9th day of March 2023 as follows:

1. My company is engineer for the acquisition and construction of certain additions, betterments, improvements and extensions (the "Project") to the existing public waterworks system (the "System") of Lincoln Public Service District (the "Local Government") to be constructed primarily in Lincoln County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned funding assistance (the "Funding Assistance") of the Local Government. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Funding Assistance Resolution adopted by the Local Government on February 23, 2023, and the Funding Assistance Agreement by and between the Local Government and the Authority, on behalf of the West Virginia Bureau for Public Health (the "BPH"), dated March 9, 2023 (collectively, the "Funding Assistance Agreement").

2. The Funding Assistance is being provided to (i) pay a portion of the costs of acquisition and construction of the Project; and (ii) pay costs of issuance and related costs.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the BPH and any change orders approved by the Local Government, the BPH and all necessary governmental bodies; (ii) the Project does not include any buildings to be designed and constructed in compliance with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least thirty years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Local Government received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and the Local Government's counsel, Ron Flora, Esquire, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (v) the successful bidder received provided acknowledge receipt of any and all addenda to the original bid documents; (vi) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vii) the bid documents relating to the Project reflect the Project as approved by the BPH and the bid forms provided to the bidders contain the critical operational components of the Project; (viii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Local Government has obtained the necessary permits required for the construction of the Project and the operation of the System; (x) the

Funding Assistance, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the BPH; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

4. The Project is designed to serve -0- new customers.

[Remainder of Page Intentionally Blank]

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

(SEAL)



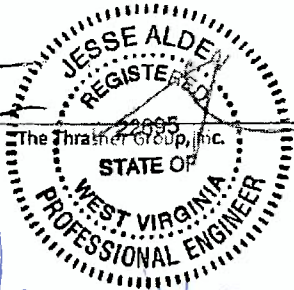
THE THRASHER GROUP, INC.

A handwritten signature in blue ink, appearing to read "Isaac Fadiga", written over a horizontal line.

Isaac Fadiga, P.E.
West Virginia License No. 25394

LINCOLN COUNTY PUBLIC SERVICE DISTRICT
POST BID SCHEDULE B
12/16/2022

PROJECT COSTS	TOTAL	LINCOLN COUNTY COMMISSION	DWTRF PRINCIPAL FORGIVENESS	IJDC GRANT
	\$ 1,362,231	\$ 250,000	\$ 447,231	\$ 665,000
1. Construction				
a. Contract 1	\$ 916,731		\$ 432,231	\$ 484,500
b. Construction Contingency (± 7.0%)	\$ 65,000			\$ 65,000
2. Engineering Services (Thrasher)				
a. Study & Report	\$ 40,000	\$ 40,000		
b. Preliminary Design	\$ 55,000	\$ 40,000		\$ 15,000
c. Final Design	\$ 40,000	\$ 40,000		
d. Bidding and Negotiating	\$ 10,000	\$ 10,000		
e. Project Representation	\$ 55,000	\$ 55,000		
f. Engineering During Construction	\$ 15,000			\$ 15,000
g. Post Construction Phase	\$ 5,000			\$ 5,000
3. Special Services				
a. Geotechnical Engineering	\$ 15,000	\$ 4,000		\$ 11,000
b. Land Surveys and Easement Preparation	\$ 5,000	\$ 5,000		
c. Engineering Surveys and Topo	\$ 6,000	\$ 6,000		
d. Funding Applications	\$ 15,000	\$ 15,000		
4. Permits				
a. Permit Fees	\$ 15,000	\$ 5,000		\$ 10,000
5. Legal				
a. Land & ROW Attorney	\$ 10,000			\$ 10,000
b. Administration (Regional Council)	\$ 30,000		\$ 7,500	\$ 22,500
6. Accounting				
a. Accounting	\$ 40,000	\$ 30,000		\$ 10,000
7. Property				
a. Property Acquisition	\$ 17,000			\$ 17,000
8. Bond Counsel	\$ 7,500		\$ 7,500	
Total Cost of Project	\$ 1,362,231	\$ 250,000	\$ 447,231	\$ 665,000


Jesse Alde
 Lincoln PSD



March 9, 2023

CPA Certificate

LINCOLN PUBLIC SERVICE DISTRICT
FUNDING ASSISTANCE (*Alum Creek Water Storage Project*), SERIES 2023
(WEST VIRGINIA DWTRF PROGRAM/PRINCIPAL FORGIVENESS)

Lincoln Public Service District
Alum Creek, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

RE: CPA CERTIFICATE
ALUM CREEK WATER STORAGE PROJECT

Ladies and Gentlemen:

Based upon the water rates and charges in the Recommended Decision of the Public Service Commission of West Virginia dated September 19, 2022, which became Final Order on October 9, 2022 in Case No. 22-0321-PWD-19A, and projected operating expenses and anticipated customer usage as furnished to us by Lincoln Public Service District (the “Local Government”), it is our opinion that such rates and charges are sufficient to provide revenues which, together with other revenues of the waterworks system (the “System”) of the Local Government that will provide for all Operating Expenses of the System and will leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Issuer’s:

(1) Water Revenue Design Bonds, Series 1998 (West Virginia Infrastructure Fund), dated December 29, 1998, issued in the original aggregate principal amount of \$198,016 (the “Series 1998 Bonds”);

(2) Water Revenue Bonds, Series 2002 A (West Virginia Water Development Authority), dated August 6, 2002, issued in the original aggregate principal amount of \$580,429 (the “Series 2002 A Bonds”);

(3) Water Revenue Bonds, Series 2002 B (West Virginia Water Development Authority), dated August 6, 2002, issued in the original aggregate principal amount of \$121,522 (the “Series 2002 B Bonds”);

(4) Water Revenue Bonds, Series 2003 A (United States Department of Agriculture), dated July 31, 2003, issued in the original aggregate principal amount of \$1,305,000 (the “Series 2003 A Bonds”);

(5) Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), dated July 13, 2006, issued in the original aggregate principal amount of \$576,000 (the “Series 2006 A Bonds”);

March 9, 2023

Page 2 of 2

(6) Water Revenue Bonds, Series 2010 A (West Virginia Infrastructure Fund), dated June 16, 2010, issued in the original aggregate principal amount of \$2,200,000 (the "Series 2010 A Bonds");

(7) Water Revenue Bonds, Series 2015 A (United States Department of Agriculture), dated March 13, 2015, issued in the original aggregate principal amount of \$1,050,000 (the "Series 2015 A Bonds");

(8) Water Revenue Bonds, Series 2015 B (West Virginia Infrastructure Fund), dated March 13, 2015, issued in the original aggregate principal amount of \$1,000,000 (the "Series 2015 B Bonds"); and

(9) Water Revenue Bonds, Series 2018 A (United States Department of Agriculture), dated January 26, 2018, issued in the principal amount of \$401,000 (the "2018 A Bonds") (collectively, the "Prior Bonds").

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

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

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

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

Sincerely,

Michael D. Griffith, CPA

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

MDG/s

1963

IN THE COUNTY COURT OF LINCOLN COUNTY
WEST VIRGINIA

PRESENT: W. W. Oxley, President
Vernon McCoy, Commissioner
Kenneth Whitten, Commissioner

WHEREAS, The County Court of Lincoln County, West Virginia, pursuant to and by virtue of the authority vested in it by Section 2, Article 13 A, Chapter 16 of the Code of West Virginia of 1931, as last amended, did on the 7th day of October, 1961, of its own motion, create a Public Service District, to be hereafter known as "Lincoln Public Service District," embracing parts of Washington Districts of Kanawha and Lincoln Counties, West Virginia, the major portion thereof being within the confines of the boundaries of Lincoln County, West Virginia; and

WHEREAS, There being no city, incorporated town or other municipal corporation included within said District, the County Court appointed the following three persons that reside in said district as members of the Board of said District for the terms shown after their names:

C. E. Curry	Six years
Jack Vickers	Four years
Raymond Surface	Two years

their terms to run from October 7, 1961; and

WHEREAS, Said members of said board on the 7th day of October, 1961, did meet in the Office of the Clerk of the County Court of Lincoln County, West Virginia, and took the oath of office prescribed by law, and thereafter organized said board, and have since said date continued to discharge the duties of their office; and

WHEREAS, in creating said Public Service District there were certain errors and omissions which the Court is now desirous of correcting;

NOW, THEREFORE, BE IT ACCORDINGLY ORDERED AND DECREED:

(1) The County Court of Lincoln County, West Virginia, proposes to create and recreate the Lincoln Public Service District, as a public corporation and political subdivision of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, embracing the following area and territory:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 20" north and a longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west, thence north 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west, thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less,

all as shown upon a map or plat made by J. H. Millam, Inc., dated September 16, 1961, which map or plat has been heretofore filed in this proceeding.

(2) That all matters arising upon said motion to create and recreate the said public service district shall be heard before the Court on the 6th day of July, 1963, at the hour of 10:00 o'clock a.m. in the Court Room at Hamlin, Lincoln County, West Virginia, and the Clerk of this Court is ordered forthwith to publish a notice in the Hamlin Democrat, a newspaper of general circulation in Lincoln County, West Virginia, setting forth the contents of this order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in said district desiring to be heard for or against the creation of said district will be heard, said notice to be published one time and not less than ten days prior to said hearing.

(3) The Clerk of this Court is further ordered to forthwith transmit certified copies of this order to the Clerk and the County Court of Kanawha County, West Virginia, at Charleston, and shall in the transmittal, request the Clerk of the County Court of Kanawha County, West Virginia, to publish a notice in a newspaper of general circulation in Kanawha County, West Virginia, setting forth the contents of this order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in such proposed District would be heard, said notice to be published one time and not less than ten days prior to said hearing date and shall specifically designate the hour, date and place of said hearing, which shall not be more than forty days nor less than twenty days from the date of this action.

(4) Nothing in this order is intended to or shall affect the actions taken by the said Lincoln Public Service District prior hereto under the authority of the order of this Court, this proceeding being primarily to correct errors and omissions in the prior order of the Court.

The Clerk shall enter the foregoing this the 1st day of June, 1963.

/s/ W. W. O'Leary
Resident

STATE OF WEST VIRGINIA, LINCOLN COUNTY CLERK'S OFFICE.
I, GEORGE W. JOHNSON, Clerk of said Court, do hereby certify
that the foregoing is a true and correct copy and transcript
from the records of my office, to-wit:

Given under my hand and seal of said court, at
Martinsburg, West Virginia, this the 1 day of June, 1963.

Book No. George W. Johnson Clerk, E. C. L.

at page By M. W. E. Allen Deputy

IN THE COUNTY COURT OF LINCOLN COUNTY

WEST VIRGINIA

PRESENT: W. W. Oxley, President
Yemon McCoy, Commissioner
Kenneth Whitten, Commissioner

WHEREAS, The County Court of Lincoln County, West Virginia, pursuant to and by virtue of the authority vested in it by Section 2, Article 13 A, Chapter 16, of the Code of West Virginia of 1931, as last amended, did on the 7th day of October, 1961, of its own motion, create a Public Service District, to be thereafter known as "Lincoln Public Service District," embracing parts of Washington Districts of Kanawha and Lincoln Counties, West Virginia, the major portion thereof being within the confines of the boundaries of Lincoln County, West Virginia; and

WHEREAS, There being no city, incorporated town or other municipal Corporation included within said District, the County Court appointed the following three persons that reside in said district as members of the Board of said District for the terms shown after their names:

C. E. Curry Six years

Jack Vickers Four years

Raymond Surface Two years

their terms to run from October 7, 1961; and

WHEREAS, Said members of said board on the 7th day of October, 1961, did meet in the Office of the Clerk of the County Court of Lincoln County, West Virginia, and took the oath of office prescribed by law, and thereafter organized said board, and have since said date continued to discharge the duties of their office; and

WHEREAS, The County Court of Lincoln County, West Virginia, by order made and entered on June 1, 1963, found that certain errors and omissions had occurred in the procedure creating said District and

WHEREAS, By the last mentioned order the Court proposed, on its own motion, to create and recreate said Lincoln Public Service District as a public corporation and political subdivision of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, and thereupon ordered that all matters arising upon said motion to create and recreate the said public service district to be heard before the Court on the 6th day of July, 1963, at the hour of 10:00 a. m., in the Court Room at Hamlin, Lincoln County, West Virginia, and directed the Clerk of the Court to forthwith publish a notice in the Hamlin Democrat, a newspaper of general circulation in Lincoln County, West Virginia, setting forth the contents of said order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in said district desiring to be heard for or against the creation and recreation of said district would be heard for or against the creation and recreation of said district, said notice to be published one time and not less than ten days prior to said hearings and

WHEREAS, By the last mentioned order the Court further directed the Clerk of the County Court of Lincoln County, West Virginia, to forthwith transmit certified copies of the order of the Court to the Clerk and the County Court of Kanawha County, West Virginia, at Charleston, and in said transmittal request the County Court and Clerk of the County Court of Kanawha County, West Virginia, to publish a notice in a newspaper of general circulation in Kanawha County, West Virginia, setting forth the contents of said order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in such proposed district would be heard, said notice to be published one time and not less than ten days prior to said hearing date and shall specifically designate the hour, date and place of said hearings

NOW, THEREFORE, This cause came on again to be heard this the 6th day of July, 1963, that being the date fixed by the said order of the Court made and entered on the 1st day of June, 1963, for the conducting of the public hearing on the Court's motion to create and recreate said public service district.

Thereupon the Court President announced that due publication of notice of such hearing had been made in the *Herald Democrat*, a newspaper of general circulation in Lincoln County, West Virginia, on the 6th day of June, 1963, as appears from a certificate of publication tendered to the Court, which certificate was thereupon duly inspected and ordered filed, the major portion of said district being within the confines of the boundaries of said Lincoln County, West Virginia.

Thereupon the President further announced that the County Court of Kanawha County, West Virginia, had acknowledged the receipt of the order of the County Court of Lincoln County, West Virginia, by order made and entered on the 4th day of June, 1963, as appears from a certified copy of the order of said Court, together with a publication of notice of hearing in the *Charleston Gazette*, a newspaper of general circulation in Kanawha County, West Virginia, on the 5th day of June, 1963, as appears from a certificate of publication, said certified copy of said order and certificate of the publisher being thereupon inspected and ordered filed.

Thereupon the Court extended to all persons the opportunity to be heard and a number of persons residing in, owning or having an interest in property embraced in the area benefited in favor of such creation and recreation and none in opposition thereto.

Thereupon the Court proceeded to a full hearing upon the proposal and feasibility of creating said public service district and at the conclusion thereof, on unanimous vote of all commissioners, the Court is of the opinion to and doth find that the creation and recreation of said public service district and construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension

and having an interest in property in the area and that the creation and recreation will generally contribute to the welfare of the people of Lincoln and Kanawha Counties, West Virginia.

IT IS ACCORDINGLY, ORDERED AND DECREED:

1. A Public Service District within Washington Districts of Lincoln and Kanawha Counties, West Virginia, is hereby created and recreated, and said District shall have the following boundaries:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 14' 20" north and a longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west; thence north 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 19' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less,

all as shown upon a map or plat made by J. H. Millam, Inc., dated September 16, 1961, which map or plat has been heretofore filed in this proceeding.

2. Said Public Service District shall have the name and corporate title of "LINCOLN PUBLIC SERVICE DISTRICT" and shall constitute a public corporation and political subdivision of the State of West Virginia, having all the rights and powers conferred on public service districts by the laws of the State of West Virginia, and particularly by Article 15-A of Chapter 16, of the Code of West Virginia of 1931, as last amended.

3. There being no city, incorporated town or other municipal corporation included within said district, the County Court hereby appoints and reappoints the following three persons residing within said district as members of the Public Service Board for said District for the terms shown after their names:

Clement E. Curry Six years

Lock Vickers Four years

Raymond Surface Two years

such terms to run from July 1, 1963, all in accordance with the provisions of Article 13 A of Chapter 16 of the Code of West Virginia of 1931, as last amended. Said members shall qualify and requalify by meeting in the office of the Clerk of this Court forthwith and taking the oath of office in writing.

4. Nothing in this order is intended to or shall affect the actions taken by the said Lincoln Public Service District prior hereto under the authority of the order of this Court, this proceeding being primarily to correct errors and omissions in the prior order of the Court.

The Clerk shall enter the foregoing this the 6th day of July, 1963.

/s/ W. W. Oxley
President

STATE OF WEST VIRGINIA, LINCOLN COUNTY CLERK'S OFFICE.
I, GEORGE W. JOHNSON, Clerk of said Court, do hereby certify
That the foregoing is a true and correct copy and transcript
from the records of my office, aforesaid.

Given under my hand and seal of said court, at
Hamlin, West Virginia, this the 12 day of July, 1963.

Book No. 23 George W. Johnson Clerk, L. C. L.

at page

By E. D. Johnson Deputy

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, to wit:

I, C. E. CURRY, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of Member of the Board of Lincoln Public Service District, a public corporation and political subdivision of the State of West Virginia, in and for Lincoln County, West Virginia, to the best of my skill and judgment, during my continuance in office: SO HELP ME GOD.

Taken, subscribed and sworn to before George W. Johnson, Clerk of the County Court of Lincoln County, West Virginia, this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

I, GEORGE W. JOHNSON, Clerk of the County Court of Lincoln County, West Virginia, do hereby certify that the above and foregoing is a true and complete copy original as filed in my said office.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Court this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, to wit:

I, RAYMOND SURFACE, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of Member of the Board of Lincoln Public Service District, a public corporation and political subdivision of the State of West Virginia, in and for Lincoln County, West Virginia, to the best of my skill and judgment, during my continuance in office: SO HELP ME GOD.

Raymond Surface

Taken, subscribed and sworn to before George W. Johnson, Clerk of the County Court of Lincoln County, West Virginia, this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

I, GEORGE W. JOHNSON, Clerk of the County Court of Lincoln County, West Virginia, do hereby certify that the above and foregoing is a true and complete copy original as filed in my said office.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Court this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, to wit:

I, JACK VICKERS, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of Member of the Board of Lincoln Public Service District, a public corporation and political subdivision of the State of West Virginia, in and for Lincoln County, West Virginia, to the best of my skill and judgment, during my continuance in office: SO HELP ME GOD.

Jack R. Vickers

Taken, subscribed and sworn to before George W. Johnson, Clerk of the County Court of Lincoln County, West Virginia, this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

I, GEORGE W. JOHNSON, Clerk of the County Court of Lincoln County, West Virginia, do hereby certify that the above and foregoing is a true and complete copy original as filed in my said office.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Court this the 6th day of July, 1963.

George W. Johnson
Clerk of the County Court of Lincoln
County, West Virginia

Affidavit of Publication

No. _____

STATE OF WEST VIRGINIA,

Kanawha County, to-wit:

I, Charlotte Cox of the

☐ Sunday Gazette-Mail ☒ Charleston Gazette, a daily Democratic newspaper ☐ Daily Mail, a daily Republican newspaper, published in the City of Charleston, Kanawha County, West Virginia, do solemnly

swear that the annexed notice of receipt of and proposal to

create a public service district

was duly published in said paper once a day for one

successive day commencing with the issue of the 5

day of June, 1963, and ending with the issue of the

5 day of June, 1963, and was posted

at the front door of the Court House of said Kanawha County, West

Virginia, on the 5 day of June, 1963.

Dates Published:

June 5, 1963

Charlotte Cox

Subscribed and sworn to before me this 5 day of June, 1963

Thomas J. Peckham

Notary Public of Kanawha County, West Virginia

My Commission expires May 31, 1966

Printer's Fee \$ 15.65

NOTICE OF RECEIPT OF AND PROPOSAL TO CREATE A PUBLIC SERVICE DISTRICT

Persons in an order of the County Court of Kanawha County, West Virginia, 1962, which order was entered at the request of the County Court of Lincoln County, West Virginia, upon receipt of the certified copies of the order of the Lincoln County Court proposing the creation of a public service district, and political subdivision of the State of West Virginia, and which said order of the County Court of Lincoln County, West Virginia, was duly filed, notice is hereby given that the County Court of Lincoln County, West Virginia, by virtue of the authority of Section 2, Article III of Chapter 16 of the Code of West Virginia of 1951, as last amended, has, upon receiving of Lincoln County, West Virginia, in Washington, District of Columbia, and Kanawha Counties, West Virginia, the major portion thereof being in the said Lincoln County, embracing the following area and territory:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 30" north and a longitude of 81 degrees 24' west, and running thence S. 10 degrees 10' W. 1.2 miles to a point 1000 feet south of West Virginia Primary Route 12 and north and a longitude of 81 degrees 24' west, thence North 11.3 miles to a point at latitude 38 degrees 16' north and longitude 81 degrees 24' west, thence N. 70 degrees 15' E. 1.5 miles, crossing West Virginia Secondary Route 12, 131 and 12-1 to a point at latitude 38 degrees 16' north and longitude 81 degrees 24' west, thence S. 15 degrees 15' W. 1.5 miles to a point in Big Coal River at latitude 38 degrees 16' north and longitude 81 degrees 24' west, said point being northerly 1 mile from West Virginia Primary Route 121 thence by the meanders thereof for a distance of 1.2 miles more or less to the beginning, containing an area of 6.22 square miles, more or less.

as known upon a map or plat thereof made by J. H. Williams, Inc., a copy thereof being filed in the proceeding before the Court. A hearing upon said proposal has been set by the County Court of Lincoln County, West Virginia, the 4th day of July, 1963, at the hour of 10:00 a.m. in the County Court Room, at Hamlet, Lincoln County, West Virginia, at which time and place all persons owning or having any interest in said public service district may attend and be heard for and against the creation and recreation of said district under my hand this 4 day of June, 1963.

Paul E. Wehrle, Clerk.
By C. L. Samples
Paul E. Wehrle, Clerk of the County Court of Kanawha County, West Virginia

**NOTICE OF PROPOSAL TO
CREATE A PUBLIC
SERVICE DISTRICT**

Pursuant to and under the authority of the order of the County Court of Lincoln County, West Virginia, made and entered on the 1st day of June, 1963, notice is hereby given, that the Court by virtue of the authority of Section

2, Article 13 A of Chapter 18 of the Code of West Virginia of 1931, as last amended, has upon its own motion proposed the creation and recreation of "Lincoln Public Service District," as a public corporation and political sub-division of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, the major portion thereof being in the said Lincoln County, embracing the following area and territory:

"BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 33 degrees 16' 20" north and a longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.1 miles to a point 3949 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west; thence north 1.3 miles (crossing West Virginia Primary Route 14 at 1/4 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.1 miles, crossing West Virginia Secondary Route 12, 12-1 and 12-3 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less.

as shown upon a map or plat thereof made by J. H. Millam, Inc., a copy thereof being filed in the proceedings before the Court. A hearing upon said proposal has been set by the Court on the 8th day of July, 1963, at the hour of 10:00 o'clock a.m., in the County Court Room at Hamlin, Lincoln County, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said area and territory embraced in said public service district may attend and be heard for and against its creation and recreation.

GIVEN under my hand this the 1st day of June, 1963.

GEORGE W. JOHNSON,
Clerk of the County Court
of Lincoln County, West
Virginia

(D) June 6 1963

CERTIFICATE OF PUBLICATION

I, A.P. Wilkinson

of the LINCOLN PUBLISHING COMPANY, publisher of following newspapers of general circulation at Hamlin, Lincoln County, West Virginia, viz: The LINCOLN REPUBLICAN and The HAMLIN DEMOCRAT, published each week, do hereby certify that the attached Notice

was published in

The Lincoln Republican

The Hamlin Democrat

One

successive weeks, one time each week

commencing with the issue of June 6, 1963 Only

and ending with the issue of

and that the same was duly posted at the East front door of the Courthouse of Lincoln County, West Virginia, on the date of the first publication thereof; that the price for publishing the same, computed in accordance with the provisions of Chapter 59, Article 1, Section 34 of the West Virginia Code of 1955, is \$ 14.11

The Lincoln Publishing Co.

NOTICE OF PROPOSAL TO CREATE A PUBLIC SERVICE DISTRICT

Pursuant to and under the authority of the order of the County Court of Lincoln County, West Virginia, made and entered on the 1st day of June, 1963, notice is hereby given, that the Court by virtue of the authority of Section 2, Article 13 A of Chapter 16 of the Code of West Virginia of 1931, as last amended, has upon its own motion proposed the creation and recreation of "Lincoln Public Service District," as a public corporation and political subdivision of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, the major portion thereof being in the said Lincoln County, embracing the following area and territory:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 20" north and a longitude of 81 degrees 43' west, and running thence S. 84 degrees 40' W. 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west, thence north 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 39 degrees 18' north and longitude 81 degrees 50' west, thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less,

as shown upon a map or plat thereof made by J. H. Millam, Inc., a copy thereof being filed in the proceeding before the Court. A hearing upon said proposal has been set by the Court on the 6th day of July, 1963, at the hour of 10:00 o'clock a.m., in the County Court Room at Mankins, Lincoln County, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said area and territory embraced in said public service district may attend and be heard for and against its creation and recreation.

GIVEN under my hand this the 1st day of June, 1963.

George W. Johnson
George W. Johnson, Clerk of the County Court of
Lincoln County, West Virginia

NOTICE OF RECEIPT OF AND PROPOSAL TO CREATE A PUBLIC SERVICE DISTRICT

Pursuant to an order of the County Court of Kanawha County, West Virginia, made and entered on the 4 day of June, 1963, which order was entered at the request of the County Court of Lincoln County, West Virginia, upon receipt of certified copies of the order of the Lincoln County Court proposing the creation and recreation of "Lincoln Public Service District" as a public corporation and political subdivision of the State of West Virginia, and which said order of the County Court of Lincoln County, West Virginia was duly filed, notice is hereby given that the County Court of Lincoln County, West Virginia, by virtue of the authority of Section 2, Article 13 A of Chapter 16 of the Code of West Virginia of 1961, as last amended, has upon its own motion proposed the creation and recreation of "Lincoln Public Service District," as a public corporation and political subdivision of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, the major portion thereof being in the said Lincoln County, embracing the following area and territory:

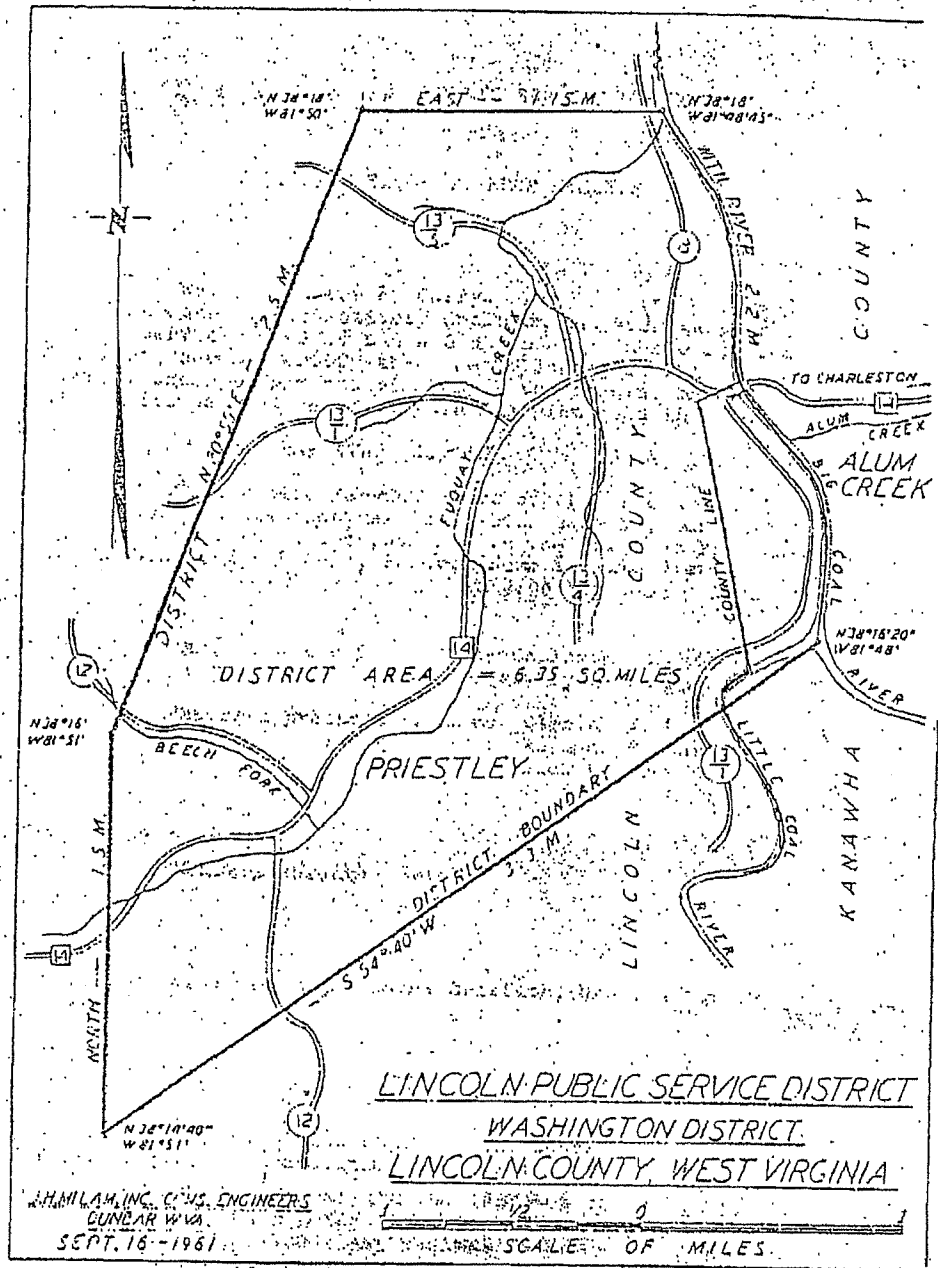
BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 20" north and a longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.3 miles to a point 3750 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west, thence north 1.3 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 12/1 and 12/5 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.25 square miles, more or less,

as shown upon a map or plat thereof made by J. H. Millam, Inc., a copy thereof being filed in the proceeding before the Court. A hearing upon said proposal has been set by the County Court of Lincoln County, West Virginia, the 6th day of July, 1963, at the hour of 10:00 o'clock a.m., in the County Court Room, at Hamlin, Lincoln County, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said area and territory embraced in said public service district may attend and be heard for and against its creation and recreation.

GIVEN under my hand this the 4 day of June, 1963.

PAUL E. WEHRLE, CLERK

Paul E. Wehrle, Clerk of the County Court of Kanawha



CERTIFICATION:

I, J. H. Milan, Registered Professional Engineer, West Virginia Number 791, do hereby certify that this map correctly describes the boundary of the Lincoln Public Service District.

J. H. Milan
 May 27, 1963
 Registered Professional Engineer, W. Va., No. 791

IN THE COUNTY COURT OF LINCOLN COUNTY
WEST VIRGINIA

PRESENT: W. W. Oxley, President
Vernon McCoy, Commissioner
Kenneth Whitten, Commissioner

WHEREAS, The County Court of Lincoln County, West Virginia, pursuant to and by virtue of the authority vested in it by Section 2, Article 13 A, Chapter 16 of the Code of West Virginia of 1931, as last amended, did on the 7th day of October, 1961, of its own motion, create a Public Service District, to be hereafter known as "Lincoln Public Service District," embracing parts of Washington Districts of Kanawha and Lincoln Counties, West Virginia, the major portion thereof being within the confines of the boundaries of Lincoln County, West Virginia; and

WHEREAS, There being no city, Incorporated town or other municipal corporation included within said District, the County Court appointed the following three persons that reside in said district as members of the Board of said District for the terms shown after their names:

C. E. Curry	Six years
Jack Vickers	Four years
Raymond Surface	Two years

their terms to run from October 7, 1961, and

WHEREAS, Said members of said board on the 7th day of October, 1961, did meet in the Office of the Clerk of the County Court of Lincoln County, West Virginia, and took the oath of office prescribed by law, and thereafter organized said board, and have since said date continued to discharge the duties of their office; and

WHEREAS, in creating said Public Service District there were certain errors and omissions which the Court is now desirous of correcting:

NOW, THEREFORE, BE IT ACCORDINGLY ORDERED AND DECREED:

(1) The County Court of Lincoln County, West Virginia, proposes to create and recreate the Lincoln Public Service District, as a public corporation and political subdivision of the State of West Virginia, in Washington Districts of Lincoln and Kanawha Counties, West Virginia, embracing the following area and territory:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 20" north and a longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38 degrees 14' 40" north and a longitude of 81 degrees 51' west, thence north 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being neither 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less,

all as shown upon a map or plat made by J. H. Millam, Inc., dated September 16, 1961, which map or plat has been heretofore filed in this proceeding.

(2) That all matters arising upon said motion to create and recreate the said public service district shall be heard before the Court on the 6th day of July, 1963, at the hour of 10:00 o'clock a.m. in the Court Room at Hamlin, Lincoln County, West Virginia, and the Clerk of this Court is ordered forthwith to publish a notice in the Hamlin Democrat, a newspaper of general circulation in Lincoln County, West Virginia, setting forth the contents of this order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in said district desiring to be heard for or against the creation of said district will be heard, said notice to be published any time and not less than ten days prior to said hearing.

(3) The Clerk of this Court is further ordered to forthwith transmit certified copies of this order to the Clerk and the County Court of Kanawha County, West Virginia, at Charleston, and shall in the transmittal, request the Clerk of the County Court of Kanawha County, West Virginia, to publish a notice in a newspaper of general circulation in Kanawha County, West Virginia, setting forth the contents of this order, including a description of the territory proposed to be included within said Public Service District and providing that all persons residing in or owning or having any interest in property in such proposed District would be heard, said notice to be published one time and not less than ten days prior to said hearing date and shall specifically designate the hour, date and place of said hearing, which shall not be more than forty days nor less than twenty days from the date of this action.

(4) Nothing in this order is intended to or shall affect the actions taken by the said Lincoln Public Service District prior hereto under the authority of the order of this Court, this proceeding being primarily to correct errors and omissions in the prior order of the Court.

The Clerk shall enter the foregoing this the 1st day of June, 1963.

/s/ W. W. O'Leary
President

STATE OF WEST VIRGINIA, LINCOLN COUNTY CLERK'S OFFICE.
I, GEORGE W. JOHNSON, Clerk of said Court, do hereby certify
That the foregoing is a true and correct copy and transcript
from the records of my office, at Hamlin.
Given under my hand and seal of said court, at
Hamlin, West Virginia, this the 1 day of June, 1963.

Book No. George W. Johnson Clerk, L. C. C.
at, page By Mary Ellen Deputy

I, DONALD C. WHITTEN, Clerk of the County Commission of Lincoln County, West Virginia, successor to the County Court, do certify that the foregoing is a true and correct copy of the original of the order of the County Commission, formerly County Court, adopted on the 7th day of October, 1961, and is in full force and effect.

Given under my hand and seal this the 23 day of December, 1998.

Donald C. Whitten Clerk.
Donald C. Whitten, Clerk of the Lincoln
County Commission, Lincoln County, WV

Commissioners' Order Book--Lincoln County Court, West Virginia

Term day 7th day of October -19 61

NOW THEREFORE, THE COUNTY COURT OF LINCOLN COUNTY, WEST VIRGINIA,, ON ITS OWN MOTION, doth hereby order and resolve as follows:

I

A Public Service District within Washington District of Lincoln County, West Virginia, is hereby created, and said District shall have the following boundaries:

"BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38 degrees 16' 20" north and longitude of 81 degrees 48' west, and running thence S. 54 degrees 40' W. 3.3 Miles to a point 3960 feet south of West Virginia primary Route 14 and having a latitude of 38 degrees 14' 40" north and longitude of 81 degrees 51' west, thence north 1.5 miles (Crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38 degrees 16' north and longitude 81 degrees 51' west; thence N. 20 degrees 55' E. 2.5 miles, crossing West Virginia Secondary Route 12, 12/1 and 12/5 to a point at latitude 38 degrees 18' north and longitude 81 degrees 50' west; thence east 1.15 miles to a point in Big Coal River at latitude 38 degrees 18' north and longitude 81 degrees 48' 45" west, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less, all within Washington Magistral District of Lincoln County, West Virginia, as shown on map prepared by J. H. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated September 16, 1961, attached hereto and incorporated in this order.

II

Said Public Service District shall have the name and corporate title of "Lincoln Public Service District", and shall constitute a public corporation and political subdivision of the State of West Virginia, having all the rights and powers conferred on public service districts by the laws of the State of West Virginia, and particularly by Article 13a of the Chapter 16 of the West Virginia code.

III

There being no city, incorporated town or other municipal corporation included within said district,, the County Court hereby appoints the following three persons residing within said District as members of the Board of said District for the terms shown after their names:

G.E. Curry, Six Years
Jack Vickers, Four Years
Raymond Surface, Two Years

such terms to run from the date hereof, all in accordance with the provisions of West Virginia Code, Chapter 16, Article 13a, Section 3. Said members shall qualify by meeting in the Office of the County Clerk of the County Court as soon as practicable and taking an oath of office, and shall thereafter meet as said Board and organize, pursuant to the provisions of said statute.

Made and entered this the 7th day of October, 1961.

ORDER

ENTER W. W. Oxley
PRESIDENT

STATE OF WEST VIRGINIA

TO WIT:

IN THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA.

A RESOLUTION AND ORDER FIXING A DATE FOR A HEARING OF THE MOTION OF THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, TO CONSOLIDATE LINCOLN PUBLIC SERVICE DISTRICT AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT INTO ONE TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, AND PROVIDING FOR PUBLICATION OF NOTICES OF SUCH HEARING.

WHEREAS, the County Court of Lincoln County, West Virginia, predecessor of the County Commission of Lincoln County, West Virginia, pursuant to and by virtue of the authority vested in it by Section 2, Article 13-A, Chapter 16 of the Code of West Virginia 1931, as last amended, did by orders and resolutions adopted on the 7th day of October, 1961, and the 6th day of July, 1963, create and recreate Lincoln Public Service District, as a public corporation and political subdivision of the State of West Virginia, embracing parts of Washington Districts of Kanawha and Lincoln Counties, West Virginia, the major portion thereof being within the confines of the boundaries of Lincoln County, West Virginia; and

WHEREAS, the boundaries of said Lincoln Public Service District was described in said orders and resolutions as follows:

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 38° 16' 20" N and a longitude of 81° 48' W, and running thence S 54° 40' W 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38° 14' 40" N and a longitude of 81° 51' W; thence N 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile) to a point at latitude 38° 16' N and longitude 81° 51' W; thence N 20° 55' E 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38° 18' N and longitude 81° 50' W; thence E 1.15 miles to a point in Big Coal River at latitude 38° 18' N and longitude 81° 48' 45" W, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less to the beginning, containing an area of 6.35 square miles, more or less,

WHEREAS, the County Court of Lincoln County, West Virginia, predecessor of the County Commission of Lincoln County, West Virginia, pursuant to and by virtue of the authority vested in it by Section 2, Article 13-A, Chapter 16 of the Code of West Virginia 1931, as last

amended did by order and resolution adopted on the 3rd day of September, 1966, create McCorkle-Griffithsville Public Service District, as a public corporation and political subdivision of the State of West Virginia, embracing parts of Washington and Duval Districts of Lincoln County, West Virginia; and

WHEREAS, the boundaries of McCorkle-Griffithsville Public Service District was described in said order as follows:

BEGINNING at a point in Secondary Route 14/6, having a latitude of N 38° 15' 00" and longitude W 81° 53' 16"; thence E 0.9 miles to a point having a latitude of N 38° 15' 00" and longitude W 81° 52' 16"; thence S 45° 00' E 2.8 miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of N 38° 12' 04" and longitude W 81° 50' 25"; thence N 15° 00' W 3.0 miles to a point having a latitude of N 33° 13' 53" and longitude W 81° 52' 49"; thence S 51° 33' W 4.45 miles to a point having a latitude of N 38° 11' 50" and longitude W 81° 56' 37"; thence N 45° 00' W 3.65 miles to a point having a latitude N 38° 13' 44" and a longitude W 81° 59' 28"; thence W 0.7 miles to a point having latitude N 38° 44" and longitude W 82° 00' 14"; thence N 0.9 miles to a point having a latitude of N 38° 14' 31" W 82° 00' 14"; thence E 2.55 miles to a point having a latitude N 38° 14' 31" and longitude W 81° 57' 26"; thence S 60° 00' E 1.6 miles; thence N 60° 00' E 2.75 miles to place of beginning, containing 16.83 square miles, and being a portion of Duval and Washington magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J.H. Milan, Inc., Consulting Engineers, 1214 Myers Avenue Dunbar, West Virginia, dated February 24, 1966, and titled "McCorkle-Griffithsville Public Service District, Lincoln County, West Virginia."

WHEREAS, the County Commission of Lincoln County, West Virginia, at a meeting held on the 21st day of November, 1975, found and declared it necessary, feasible and proper and conducive to the preservation of public health, comfort and convenience of the people in both areas, described, that it consolidate Lincoln Public Service District and McCorkle-Griffithsville Public Service District into one District to be hereinafter known as Lincoln Public Service District; and

WHEREAS, pursuant to the provisions of Chapter 16, Article 15-A, of the Code of West Virginia, as last amended, the County Commission, before consolidating said Districts, is required to fix the date of

the hearing for the proposed consolidation of Lincoln Public Service District, and McCorkle-Griffithsville Public Service District, and to give notices of said hearing.

NOW, THEREFORE, be it and it is hereby resolved and ordered by the County Commission of Lincoln County, West Virginia, as follows:

SECTION 1. The Court, upon its own motion, did find and declare that it is necessary, feasible and proper and conducive to the preservation of the public health, comfort, and convenience of the people in the areas comprising the Lincoln Public Service District and the McCorkle-Griffithsville Public Service District as they now exist and as proposed to be consolidated, did move to consolidate Lincoln Public Service District and McCorkle-Griffithsville Public Service District to comprise the territories hereinbefore described in said orders entered October 7, 1961, July 6, 1963, and September 3, 1966.

SECTION 2. (a) The name and corporate title of the two said existing Public Service Districts, now proposed to be consolidated into a single Public Service District shall be

LINCOLN PUBLIC SERVICE DISTRICT

a public corporation and political subdivision of the State of West Virginia.

(b) The territories proposed to be embraced in said Lincoln Public Service District, as consolidated, shall be the areas described by metes and bounds hereinbefore set forth in the aforesaid three orders.

(c) The purposes of said Public Service District, as consolidated shall be to construct or acquire by purchase or otherwise and to maintain, operate, improve water and sewerage facilities and extension of Public Service properties within the territories as consolidated and to provide water and sewerage services for the public for industrial, public private and public uses.

(d) The territory described in the two districts does not include within each of their limits the territory of any other public service district organized under Article 13-A, Chapter 16, of the Code of West Virginia, nor does the territory described in the two districts include within their limits any city, incorporated town or municipal corporation; the territory described for McCorkle Griffithsville Public Service District is not now being furnished or supplied with water, or water services and does not have any public water facilities; neither of said territories is being furnished or supplied with sewerage service and do not have sewerage facilities.

SECTION 3. That on the 19th day of December, 1975, at the hour of 10 A.m., which date is not more than forty days nor less than twenty days from the date of this action, this commission shall meet in the County Courthouse at Hamlin, West Virginia, for the purpose of conducting a public hearing to consider and determine the feasibility of consolidating the existing Public Service Districts and all persons residing in or owning or having any interest in property in said proposed consolidated public service district shall have an opportunity to be heard for and against the consolidation, and at such hearing this commission shall consider and determine the feasibility of the consolidation of said Districts.

SECTION 4. That all matters arising upon said motion to consolidate the said public service districts shall be heard before the commission on the 19th day of December, 1975, which date is not more than forty days nor less than twenty days from the date of this action, at the hour of 10:00 o'clock a.m. at the Courthouse at Hamlin, Lincoln County, West Virginia; and the Clerk of this commission is ordered forthwith to publish a notice in the Lincoln Sentinel, a newspaper of general circula-

ation in Lincoln County, West Virginia, setting forth the contents of this order, including a description of the territories proposed to be included within said Public Service Districts as consolidated and providing that all persons residing in or owning or having any interest in property in said districts desiring to be heard for or against the consolidation of said districts will be heard, said notice to be published one time and not less than ten days prior to said hearing said notice to be a Class I Legal Advertisement.

SECTION 5. The Clerk of this Commission is further ordered to forthwith transmit certified copies of this order to the Clerk of the County Commission of Kanawha County, at Charleston, Kanawha County, West Virginia, setting forth the contents of this order, including a description of the territories proposed to be included within said Public Service District as consolidated and providing that all persons residing in or owning or having any interest in property in said proposed consolidated district shall have an opportunity to be heard for and against consolidation said notice to be published one time and not less than ten days prior to said hearing date and shall specifically designate the hour, date and place of hearing, the date fixed being not more than forty days nor less than twenty days from the date of this action.

SECTION 6. The form of the notices to be published are as follows:

(LINCOLN COUNTY)

NOTICE OF A PUBLIC HEARING FOR THE CONSOLIDATION OF LINCOLN PUBLIC SERVICE DISTRICT IN WASHINGTON DISTRICT OF LINCOLN COUNTY AND KANAWHA COUNTY, WEST VIRGINIA AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT IN WASHINGTON AND DUVAL DISTRICTS OF LINCOLN COUNTY, WEST VIRGINIA, AND THE CONSOLIDATION OF SAID DISTRICTS INTO ONE PUBLIC SERVICE DISTRICT TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA.

Notice is hereby given that the County Commission of Lincoln County West Virginia, upon its own motion, proposes to consolidate Lincoln Public Service District and McCorkle-Griffithsville Public Service District into one Public Service District to be known as Lincoln Public Service District, which Districts were originally created by the commission, and be consolidated for the purpose of constructing or acquiring by purchase or otherwise, and maintaining, operating, and improving water and sewerage facilities, and extension of public service properties and to supply water and provide sewerage services to the public for industrial, public, private or other uses and providing for a source of water, water treatment and distribution within such territories and provide sewerage collection, transmission and treatment within said territories. The existing Districts, as consolidated, will be known as "Lincoln Public Service District". The boundaries before and after consolidation are as follows:

METES AND BOUNDS

OF

LINCOLN PUBLIC SERVICE DISTRICT
AS ORIGINALLY CREATED

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of $38^{\circ} 16' 20''$ N and a longitude of $81^{\circ} 48'$ W, and running; thence $S 54^{\circ} 40' W$ 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of $38^{\circ} 14' 40''$ N and a longitude of $81^{\circ} 51' W$; thence $N 1.3$ miles (crossing West Virginia Primary Route 14 at $1/2$ mile) to a point at latitude $38^{\circ} 16' N$ and longitude $81^{\circ} 51' W$; thence $N 20^{\circ} 55' E$ 2.5 miles crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude $38^{\circ} 18' N$ and longitude $81^{\circ} 50' W$; thence east 1.15 miles to a point in Big Coal River at latitude $38^{\circ} 18' N$ and longitude $81^{\circ} 43' 45'' W$, said point being northerly 1 mile from West Virginia Primary route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less, to the begin-

ning, containing an area of 6.35 square miles, more or less, all as shown upon a map or plat made by J. H. Milam, Inc., dated September 16, 1961.

METES AND BOUNDS OF
MCCORKLE-GRIFFITHSVILLE PUBLIC
SERVICE DISTRICT AS ORIGINALLY
CREATED

BEGINNING at a point in Secondary Route 14/6 having a latitude of N 18° 15' 00" and longitude W 81° 53' 16"; thence E 0.9 miles to a point having a latitude of N 38° 15' 00" and longitude W 81° 52' 16"; thence S 45° 00' E 2.8 miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of N 38° 12' 04" and longitude W 81° 50' 25"; thence N 15° 00' W 3.0 miles to a point having a latitude of N 38° 13' 33" and longitude W 81° 52' 49"; thence S 51° 33' W 4.45 miles to a point having a latitude of N 38° 11' 30" and longitude W 81° 56' 37"; thence N 45° 00' W 3.65 miles to a point having a latitude N 38° 13' 44" and a longitude W 81° 59' 28"; thence W 0.7 miles to a point having latitude N 38° 44" and longitude W 82° 00' 14"; thence N 0.9 miles to a point having a latitude of N 38° 14' 31" W 82° 00' 14"; thence E 2.55 miles to a point having a latitude N 38° 14' 31" and longitude W 81° 57' 26"; thence S 60° 00' E 1.6 miles; thence N 60° 00' E 2.75 miles to place of beginning, containing 16.83 square miles, and being a portion of Duvall and Washington magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J.H. Milam, Inc., Consulting Engineers, 1214 Myers Avenue, Dunbar, West Virginia, dated February 24, 1966, and titled "McCorkle Griffithsville Public Service District, Lincoln County, West Virginia."

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AND MCCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT
AS CONSOLIDATED INTO ONE PUBLIC SERVICE DISTRICT KNOWN AS
LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service District's boundary and having a latitude of N 33° 16' 20" and a longitude of W 81° 49' 00"; thence with the boundary of the original Lincoln Public Service District S 54° 40' W, 3.30 miles to a point having a latitude of N 38° 14' 40" and a longitude of W 81° 51' 00"; thence leaving the boundary of the original Lincoln Public Service District S 27° 20' E, 1.73 miles to a point in the Little Coal River, said point being in the Kanawha and Lincoln County boundary and also being a point in the original McCorkle-Griffithsville Public Service District, having a latitude of N 38° 15' 17" and a longitude of W 81° 50' 07"; thence in a southerly direction, 2.00 miles with the Little Coal River and the original McCorkle-Griffithsville Public Service District boundary to a point having a latitude of N 38° 12' 04" and a longitude of W 81° 50' 25"; thence having the Little Coal River and continuing with the original McCorkle-Griffithsville Public Service District's boundary N 45° 00' W, 3.00 miles to a point having a latitude of N 38°

13' 53" and a longitude of W 81° 52' 49"; thence with the original district boundary S 51° 33' W, 4.45 miles to a point having a latitude of N 38° 11' 30" and a longitude of W 81° 56' 37"; thence with the original district boundary N 45° 00' W, 3.65 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 81° 59' 28"; thence with the original district boundary W 0.70 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 82° 00' 14"; thence with the original district boundary N 0.90 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 82° 00' 14"; thence with the original district boundary E, 0.70 miles to a point; thence with the original district boundary N 30° 00' E, 1.40 miles to a point; thence with the original district boundary E, 0.66 miles to a point; thence with the original district boundary S 30° W 1.40 miles to a point; thence with the original district boundary E, 1.19 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 81° 57' 26"; thence with the original district boundary S 60° 00' E, 1.60 miles to a point having a latitude of N 38° 13' 49" and a longitude of W 81° 55' 54"; thence with the original district boundary N 60° 00' E 2.75 miles to a point having a latitude of N 38° 15' 00" and a longitude of W 81° 53' 16"; thence with the original district boundary E, 0.90 miles to a point; thence leaving the original McCorkle-Griffithsville Public Service District boundary N 45° 30' E, 1.58 miles to a point in the original Lincoln Public Service District's boundary; having a latitude of N 38° 16' 00" and longitude of W 81° 51' 00"; thence with the original Lincoln Public Service District's boundary N 20° 55' E, 2.50 miles to a point having a latitude of N 38° 18' 00" and a longitude of W 81° 50' 00"; thence with the original district boundary E, 1.15 miles to a point in Big Coal River, said point also being in the Kanawha and Lincoln County boundary and having a latitude of N 38° 18' 00" and longitude of W 81° 48' 45"; thence with the original district boundary and the Big Coal River in a southerly direction, 2.20 miles to the POINT OF BEGINNING, containing a total area of 25.97 square miles, all of which is in the Duval and Washington Magisterial District Lincoln County, West Virginia as shown on the map prepared by J.H. Milam, Inc., Consulting Engineers, Dunbar, West Virginia, and dated November 20, 1975.

All persons residing in or owning or having any interest in property in said existing Public Service Districts, or in the areas proposed to be included in the consolidation, are hereby notified that the County Commission of Lincoln County, West Virginia, will conduct a public hearing on the 19th day of DECEMBER, 1975, at 10 o'clock A. m., at the Courthouse at Hamlin, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said public service districts may appear before the County Commission and shall have an opportunity to be heard for or against the consolidation of Lincoln Public Service District and McCorkle-Griffithsville Public Service District, into one Public Service District.

(KANAWHA COUNTY)

NOTICE OF PUBLIC HEARING FOR THE CONSOLIDATION OF LINCOLN PUBLIC SERVICE DISTRICT IN WASHINGTON DISTRICTS OF LINCOLN AND KANAWHA COUNTIES, WEST VIRGINIA, AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT IN WASHINGTON AND DUVAL DISTRICTS OF LINCOLN COUNTY, WEST VIRGINIA AND THE CONSOLIDATION OF SAID DISTRICTS INTO ONE PUBLIC SERVICE DISTRICT, TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC SERVICE CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA.

Pursuant to an order of the County Commission of Kanawha County, West Virginia, made and entered on the _____ day of _____, 1975, which order was entered at the request of the County Commission of Lincoln County, West Virginia, upon receipt of certified copies of the order of the County Commission of Lincoln County, West Virginia, that by virtue of the authority of Article 13-A, Chapter 16 of the Code of West Virginia, as last amended, the County Commission of Lincoln County, West Virginia, upon its own motion, proposes to Consolidate said Lincoln Public Service District and McCorkle-Griffithsville Public Service District to be known as Lincoln Public Service District, which Districts were originally created by the County Commission of Lincoln County and be consolidated for the purpose of constructing or acquiring by purchase or otherwise, and maintaining, operating and improving water and sewerage facilities, and extension of public service properties and to supply water and to provide sewerage services to the public for industrial, public private or other uses, providing for a source of water treatment and distribution within such territory and provide sewerage collection transmission and treatment within said territories. The existing Districts, as consolidated, will be known as Lincoln Public Service District. The boundaries before and after consolidation are as follows:

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AS ORIGINALLY CREATED

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 33° 16' 20" N and a longitude of 81° 48' W, and running; thence S 54° 40' W 3.5 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 38° 14' 40" N and a longitude of 81° 51' W; thence N 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile)

to a point at latitude 38° 16' N and longitude 81° 51' W; thence N 20° 55' E 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38° 18' N and longitude 81° 50' W; thence E 1.15 miles to a point in Big Coal River at latitude 38° 18' N and longitude 81° 48' 45" W, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less, to the beginning, containing an area of 6.35 square miles, more or less, all as shown upon a map or plat made by J. H. Milam, Inc., dated September 16, 1961.

METES AND BOUNDS OF
McCORKLE-GRIFFITHSVILLE PUBLIC
SERVICE DISTRICT AS ORIGINALLY
CREATED

BEGINNING at a point in Secondary Route 14/6 having a latitude of N 18° 15' 00" and longitude W 81° 53' 16"; thence E 0.9 miles to a point having a latitude of N 38° 15' 00" and longitude W 81° 52' 16"; thence S 45° 00' E 2.8 miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of N 38° 12' 04" and longitude W 81° 50' 25"; thence N 15° 00' W 3.0 miles to a point having a latitude of N 38° 13' 53" and longitude W 81° 52' 49"; thence S 51° 33' W 4.45 miles to a point having a latitude of N 38° 11' 30" and longitude W 81° 56' 37"; thence N 45° 00' W 3.65 miles to a point having a latitude N 38° 13' 44" and a longitude W 81° 59' 28"; thence W 0.7 miles to a point having latitude N 38° 44' and longitude W 82° 00' 14"; thence N 0.9 miles to a point having a latitude of N 38° 14' 31" W 82° 00' 14"; thence E 2.55 miles to a point having a latitude N 38° 14' 31" and a longitude W 81° 57' 26"; thence S 60° 00' E 1.6 miles; thence N 69° 00' E 2.75 miles to place of beginning, containing 15.83 square miles, and being a portion of Duval and Washington Magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J. H. Milam, Inc., Consulting Engineers, 1214 Myers Avenue, Dunbar, West Virginia; dated February 24, 1966, and titled "McCorkle-Griffithsville Public Service District, Lincoln County, West Virginia."

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT
AS CONSOLIDATED INTO ONE PUBLIC SERVICE DISTRICT KNOWN AS
LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service District's boundary and having a latitude of N 38° 16' 20" and a longitude of W 81° 48' 03"; thence with the boundary of the original Lincoln Public Service District S 54° 40' W 3.30 miles to a point having a latitude of N 38° 14' 40" and a longitude of W 81° 51' 00"; thence leaving the boundary of the original Lincoln Public Service District S 27° 20' E 1.73 miles to a point in the Little Coal River, said point being in the Kanawha and Lincoln County boundary and also being a point in the original McCorkle-Griffithsville Public Service District, having a latitude of N 38° 13' 17" and a longitude of W 81° 50' 07"; thence in a southerly direction 2.00 miles with the Little Coal River and the original McCorkle-Griffithsville Public Service District boundary to a point having a latitude

of N 38° 12' 04" and a longitude of W 81° 50' 25"; thence having the Little Coal River and continuing with the original McCorkle-Griffithsville Public Service District's boundary N 45° 00' W 3.00 miles to a point having a latitude of N 38° 13' 53" and a longitude of W 81° 52' 49"; thence with the original district boundary S 51° 33' W, 4.45 miles to a point having a latitude of N 38° 11' 30" and a longitude of W 81° 56' 37"; thence with the original district boundary N 45° 00' W, 3.65 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 81° 59' 28"; thence with the original district boundary W 0.70 miles to a point having a latitude of N 38° 13' 43" and a longitude of W 82° 00' 14"; thence with the original district boundary N 0.90 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 82° 00' 14"; thence with the original district boundary E, 0.70 miles to a point; thence with the original district boundary N 30° 00' E, 1.40 miles to a point; thence with the original district boundary E, 0.66 miles to a point; thence with the original district boundary S 30° W 1.40 miles to a point; thence with the original district boundary E, 1.19 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 81° 57' 26"; thence with the original district boundary S 60° 00' E, 1.60 miles to a point having a latitude of N 38° 13' 49" and a longitude of W 81° 55' 54"; thence with the original district boundary N 60° 00' E 2.75 miles to a point having a latitude of N 38° 15' 00" and a longitude of W 81° 53' 16"; thence with the original district boundary E, 0.90 miles to a point; thence leaving the original McCorkle-Griffithsville Public Service District's boundary N 45° 30' E, 1.58 miles to a point in the original Lincoln Public Service District's boundary; having a latitude of N 38° 16' 00" and a longitude of W 81° 51' 00"; thence with the original Lincoln Public Service District's boundary N 20° 55' E, 2.50 miles to a point having a latitude of N 38° 18' 00" and a longitude of W 81° 50' 00"; thence with the original district boundary E, 1.15 miles to a point in Big Coal River, said point also being in the Kanawha and Lincoln County boundary and having a latitude of N 38° 18' 00" and longitude of W 81° 48' 45"; thence with the original district boundary and the Big Coal River in a southerly direction, 2.20 miles to the POINT OF BEGINNING, containing a total area of 25.97 square miles, all of which is in the Duval and Washington Magisterial District, Lincoln County, West Virginia as shown on the map prepared by J.H. Millam, Inc.; Consulting Engineers, Dunbar, West Virginia, and dated November 20, 1975.

A Public hearing upon said proposal has been set by the County Commission of Lincoln County, West Virginia, on the 19th day of December, 1975, at the hour of 10 o'clock A.M., in the courthouse at Hamlin, Lincoln County, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said existing public service districts may appear and be heard for or against the consolidation, into one Public Service District

SECTION 7. In addition to publication of the notice herein provided for, there shall also be posted, in at least five (5) conspicuous places in each of the territories described above, notice of the hearing herein provided for said posting not less than ten days before said hearing.

Adopted by the County Commission of Lincoln County, West Virginia, this the 21st day of November, 1975.

/s/ Andrew J. Stowers.
President

/s/ Ira W. Frye
Commissioner

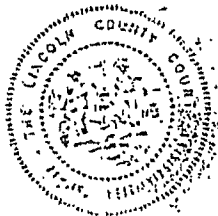
/s/ Loula Abraham
Commissioner

Attest:

/s/ George W. Johnson
Clerk

I, GEORGE JOHNSON, Clerk of the County Commission of Lincoln County, West Virginia, do certify that the foregoing is a true and correct copy of the original of the order of the County Commission adopted on the 21st day of November, 1975.

Given under my hand and seal this the 21st day of November, 1975.



George Johnson
George Johnson
Clerk of the County Commission
of
Lincoln County, West Virginia

(LINCOLN COUNTY)

NOTICE OF A PUBLIC HEARING FOR THE CONSOLIDATION OF LINCOLN PUBLIC SERVICE DISTRICT IN WASHINGTON DISTRICT OF LINCOLN COUNTY AND KANAWHA COUNTY, WEST VIRGINIA AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT IN WASHINGTON AND DUVAL DISTRICTS OF LINCOLN COUNTY, WEST VIRGINIA, AND THE CONSOLIDATION OF SAID DISTRICTS INTO ONE PUBLIC SERVICE DISTRICT TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA.

Notice is hereby given that the County Commission of Lincoln County, West Virginia, upon its own motion, proposes to consolidate Lincoln Public Service District and McCorkle-Griffithsville Public Service District into one Public Service District to be known as Lincoln Public Service District, which Districts were originally created by the commission, and be consolidated for the purpose of constructing or acquiring by purchase or otherwise, and maintaining, operating, and improving water and sewerage facilities, and extension of public service properties and to supply water and provide sewerage services to the public for industrial, public, private or other uses and providing for a source of water, water treatment and distribution within such territories and provide sewerage collection, transmission, and treatment within said territories. The existing Districts, as consolidated, will be known as "Lincoln Public Service District". The boundaries before and after consolidation are as follows:

METES AND BOUNDS
OF

LINCOLN PUBLIC SERVICE DISTRICT
AS ORIGINALLY CREATED

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of $38^{\circ} 16' 20''$ N and a longitude of $81^{\circ} 49'$ W, and running; thence $S 54^{\circ} 40' W$ 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of $35^{\circ} 14' 40'' N$ and a longitude of $81^{\circ} 51' W$; thence $N 1.5$ miles (crossing West Virginia Primary Route 14 at $1/2$ mile) to a point at latitude $38^{\circ} 16' N$ and longitude $81^{\circ} 51' W$; thence $N 20^{\circ} 55' E$ 2.5 miles crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude $33^{\circ} 13' N$ and longitude $81^{\circ} 50' W$; thence east 1.15 miles to a point in Big Coal River at latitude $33^{\circ} 13' N$ and longitude $81^{\circ} 45' 48'' W$, said point being northerly 1 mile from West Virginia Primary route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less, to the begin-

ning, containing an area of 6.35 square miles, more or less, all as shown upon a map or plat made by J. H. Milam, Inc., dated September 16, 1961.

METES AND BOUNDS OF
MCCORKLE-GRIFFITHSVILLE PUBLIC
SERVICE DISTRICT AS ORIGINALLY
CREATED

BEGINNING at a point in Secondary Route 14/6 having a latitude of N 18° 15' 00" and longitude W 81° 53' 16"; thence E 0.9 miles to a point having a latitude of N 38° 15' 00" and longitude W 81° 52' 16"; thence S 45° 00' E 2.8 miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of N 38° 12' 04" and longitude W 81° 50' 25"; thence N 15° 00' W 3.0 miles to a point having a latitude of N 38° 13' 53" and longitude W 81° 52' 49"; thence S 51° 33' W 4.45 miles to a point having a latitude of N 38° 11' 30" and longitude W 81° 56' 37"; thence N 45° 00' W 3.65 miles to a point having a latitude N 38° 13' 44" and a longitude W 81° 59' 28"; thence W 0.7 miles to a point having latitude N 38° 44" and longitude W 82° 00' 14"; thence N 0.9 miles to a point having a latitude of N 38° 14' 31" W 82° 00' 14"; thence E 2.55 miles to a point having a latitude N 38° 14' 31" and longitude W 81° 57' 26"; thence S 60° 00' E 1.6 miles; thence N 60° 00' E 2.75 miles to place of beginning, containing 16.83 square miles, and being a portion of Duvall and Washington magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J.H. Milam, Inc., Consulting Engineers, 1214 Myers Avenue, Dunbar, West Virginia, dated February 24, 1966, and titled "McCorkle Griffithsville Public Service District, Lincoln County, West Virginia."

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AND MCCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT
AS CONSOLIDATED INTO ONE PUBLIC SERVICE DISTRICT KNOWN AS
LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service District's boundary and having a latitude of N 33° 16' 20" and a longitude of W 81° 43' 00"; thence with the boundary of the original Lincoln Public Service District S 54° 40' W, 3.30 miles to a point having a latitude of N 38° 14' 40" and a longitude of W 81° 51' 00"; thence leaving the boundary of the original Lincoln Public Service District S 77° 20' E, 1.73 miles to a point in the Little Coal River, said point being in the Kanawha and Lincoln County boundary and also being a point in the original McCorkle-Griffithsville Public Service District, having a latitude of N 33° 15' 17" and a longitude of W 81° 50' 07"; thence in a southerly direction, 2.00 miles with the Little Coal River and the original McCorkle-Griffithsville Public Service District boundary to a point having a latitude of N 38° 12' 04" and a longitude of W 81° 50' 25"; thence having the Little Coal River and continuing with the original McCorkle-Griffithsville Public Service District's boundary N 45° 00' W, 3.00 miles to a point having a latitude of N 38°

13' 53" and a longitude of W 81° 57' 49"; thence with the original district boundary S 51° 33' W, 4.45 miles to a point having a latitude of N 38° 11' 30" and a longitude of W 81° 56' 37"; thence with the original district boundary N 45° 00' W, 3.65 miles to a point having a latitude of N 33° 13' 44" and a longitude of W 81° 59' 28"; thence with the original district boundary W 0.70 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 82° 00' 14"; thence with the original district boundary N 0.90 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 82° 00' 14"; thence with the original district boundary E, 0.70 miles to a point; thence with the original district boundary N 30° 00' E, 1.40 miles to a point; thence with the original district boundary E, 0.66 miles to a point; thence with the original district boundary S 30° W 1.40 miles to a point; thence with the original district boundary E, 1.19 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 81° 57' 26"; thence with the original district boundary S 60° 00' E, 1.60 miles to a point having a latitude of N 33° 13' 49" and a longitude of W 81° 55' 54"; thence with the original district boundary N 60° 00' E 2.75 miles to a point having a latitude of N 38° 15' 00" and a longitude of W 81° 53' 16"; thence with the original district boundary E, 0.90 miles to a point; thence leaving the original McCorkle-Griffithsville Public Service District boundary N 45° 30' E, 1.58 miles to a point in the original Lincoln Public Service District's boundary; having a latitude of N 38° 16' 00" and longitude of W 81° 51' 00"; thence with the original Lincoln Public Service District's boundary N 20° 55' E, 2.50 miles to a point having a latitude of N 38° 18' 00" and a longitude of W 81° 50' 00"; thence with the original district boundary E, 1.15 miles to a point in Big Coal River, said point also being in the Kanawha and Lincoln County boundary and having a latitude of N 38° 18' 00" and longitude of W 81° 48' 45"; thence with the original district boundary and the Big Coal River in a southerly direction, 2.20 miles to the POINT OF BEGINNING, containing a total area of 25.97 square miles, all of which is in the Duval and Washington Magisterial District Lincoln County, West Virginia as shown on the map prepared by J.H. Milam, Inc., Consulting Engineers, Dunbar, West Virginia, and dated November 20, 1975.

All persons residing in or owning or having any interest in property in said existing Public Service Districts, or in the areas proposed to be included in the consolidation, are hereby notified that the County Commission of Lincoln County, West Virginia, will conduct a public hearing on the 19th day of December, 1975, at 10 o'clock A.M., at the Courthouse at Hamlin, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said public service districts may appear before the County Commission and shall have an opportunity to be heard for or against the consolidation of Lincoln Public Service District and McCorkle-Griffithsville Public Service District, into one Public Service District.

(KANAWHA COUNTY)

NOTICE OF PUBLIC HEARING FOR THE CONSOLIDATION OF LINCOLN PUBLIC SERVICE DISTRICT IN WASHINGTON DISTRICTS OF LINCOLN AND KANAWHA COUNTIES, WEST VIRGINIA, AND McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT IN WASHINGTON AND DUVAL DISTRICTS OF LINCOLN COUNTY, WEST VIRGINIA AND THE CONSOLIDATION OF SAID DISTRICTS INTO ONE PUBLIC SERVICE DISTRICT, TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC SERVICE CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA.

Pursuant to an order of the County Commission of Kanawha County, West Virginia, made and entered on the _____ day of _____, 1975, which order was entered at the request of the County Commission of Lincoln County, West Virginia, upon receipt of certified copies of the order of the County Commission of Lincoln County, West Virginia, that by virtue of the authority of Article 13-A, Chapter 16 of the Code of West Virginia, as last amended, the County Commission of Lincoln County, West Virginia, upon its own motion, proposes to consolidate said Lincoln Public Service District and McCorkle-Griffithsville Public Service District to be known as Lincoln Public Service District, which Districts were originally created by the County Commission of Lincoln County and be consolidated for the purpose of constructing or acquiring by purchase or otherwise, and maintaining, operating and improving water and sewerage facilities, and extension of public service properties and to supply water and to provide sewerage services to the public for industrial, public private or other uses, providing for a source of water treatment and distribution within such territory and provide sewerage collection transmission and treatment within said territories. The existing Districts, as consolidated, will be known as Lincoln Public Service District. The boundaries before and after consolidation are as follows:

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AS ORIGINALLY CREATED

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of 35° 16' 20" N and a longitude of 81° 48' W, and running thence S 54° 40' W 3.5 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of 33° 14' 40" N and a longitude of 81° 51' W; thence N 1.5 miles (crossing West Virginia Primary Route 14 at 1/2 mile)

to a point at latitude 38° 16' N and longitude 81° 51' W; thence N 20° 55' E 2.5 miles, crossing West Virginia Secondary Route 12, 13/1 and 13/5 to a point at latitude 38° 18' N and longitude 81° 50' W; thence E 1.15 miles to a point in Big Coal River at latitude 38° 18' N and longitude 81° 48' 45" W, said point being northerly 1 mile from West Virginia Primary Route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less, to the beginning, containing an area of 6.35 square miles, more or less, all as shown upon a map or plat made by J. H. Milam, Inc., dated September 16, 1961.

METES AND BOUNDS OF
MCCORKLE-GRIFFITHSVILLE PUBLIC
SERVICE DISTRICT AS ORIGINALLY
CREATED

BEGINNING at a point in Secondary Route 14/6 having a latitude of N 18° 15' 00" and longitude W 81° 53' 16"; thence E 0.9 miles to a point having a latitude of N 38° 15' 00" and longitude W 81° 52' 16"; thence S 45° 00' E 2.8 miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of N 38° 12' 04" and longitude W 81° 50' 25"; thence N 15° 00' W 3.0 miles to a point having a latitude of N 38° 13' 53" and longitude W 81° 52' 49"; thence S 51° 33' W 4.45 miles to a point having a latitude of N 38° 11' 30" and longitude W 81° 56' 37"; thence N 45° 00' W 3.65 miles to a point having a latitude N 38° 13' 44" and a longitude W 81° 59' 28"; thence W 0.7 miles to a point having latitude N 38° 44' and longitude W 82° 00' 14"; thence N 0.9 miles to a point having a latitude of N 38° 14' 31" W 82° 00' 14"; thence E 2.55 miles to a point having a latitude N 38° 14' 31" and a longitude W 81° 57' 26"; thence S 60° 00' E 1.6 miles; thence N 60° 00' E 2.75 miles to place of beginning, containing 16.83 square miles, and being a portion of Duval and Washington Magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J. H. Milam, Inc., Consulting Engineers, 1214 Myers Avenue, Dunbar, West Virginia, dated February 24, 1966, and titled "McCorkle Griffithsville Public Service District, Lincoln County, West Virginia."

METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AND MCCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT
AS CONSOLIDATED INTO ONE PUBLIC SERVICE DISTRICT KNOWN AS
LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service district's boundary and having a latitude of N 38° 16' 20" and a longitude of W 81° 43' 00"; thence with the boundary of the original Lincoln Public Service District S 54° 40' W 3.30 miles to a point having a latitude of N 38° 14' 40" and a longitude of W 81° 51' 00"; thence leaving the boundary of the original Lincoln Public Service District S 27° 20' E 1.73 miles to a point in the Little Coal River, said point being in the Kanawha and Lincoln County boundary and also being a point in the original McCorkle-Griffithsville Public Service District, having a latitude of N 38° 13' 17" and a longitude of W 81° 50' 07"; thence in a southerly direction 2.00 miles with the Little Coal River and the original McCorkle-Griffithsville Public Service District boundary to a point having a latitude

of N 38° 12' 04" and a longitude of W 81° 50' 25"; thence having the Little Coal River and continuing with the original McCorkle-Griffithsville Public Service District's boundary N 45° 00' W 3.00 miles to a point having a latitude of N 38° 13' 53" and a longitude of W 81° 52' 49"; thence with the original district boundary S 51° 33' W, 4.45 miles to a point having a latitude of N 33° 11' 30" and a longitude of W 81° 56' 37"; thence with the original district boundary N 45° 00' W, 3.65 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 81° 59' 28"; thence with the original district boundary W 0.70 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 82° 00' 14"; thence with the original district boundary N 0.90 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 82° 00' 14"; thence with the original district boundary E, 0.70 miles to a point; thence with the original district boundary N 30° 00' E, 1.40 miles to a point; thence with the original district boundary E, 0.66 miles to a point; thence with the original district boundary S 30° W 1.40 miles to a point; thence with the original boundary E, 1.19 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 81° 57' 26"; thence with the original district boundary S 60° 00' E, 1.60 miles to a point having a latitude of N 38° 13' 49" and a longitude of W 81° 55' 54"; thence with the original district boundary N 60° 00' E 2.75 miles to a point having a latitude of N 38° 15' 00" and a longitude of W 81° 53' 16"; thence with the original district boundary E, 0.90 miles to a point; thence leaving the original McCorkle-Griffithsville Public Service District's boundary N 45° 30' E, 1.58 miles to a point in the original Lincoln Public Service District's boundary; having a latitude of N 38° 16' 00" and a longitude of W 81° 51' 00"; thence with the original Lincoln Public Service District's boundary N 20° 55' E, 2.50 miles to a point having a latitude of N 38° 18' 00" and a longitude of W 81° 50' 00"; thence with the original district boundary E, 1.15 miles to a point in Big Coal River, said point also being in the Kanawha and Lincoln County boundary and having a latitude of N 38° 18' 00" and longitude of W 81° 48' 45"; thence with the original district boundary and the Big Coal River in a southerly direction, 2.20 miles to the POINT OF BEGINNING, containing a total area of 25.97 square miles, all of which is in the Duval and Washington Magisterial District, Lincoln County, West Virginia as shown on the map prepared by J.H. Milam, Inc., Consulting Engineers, Dunbar, West Virginia, and dated November 20, 1975.

A Public hearing upon said proposal has been set by the County Commission of Lincoln County, West Virginia, on the 19th day of December, 1975, at the hour of 10 o'clock A.M., in the courthouse at Hamlin, Lincoln County, West Virginia, at which time and place all persons residing in or owning or having any interest in property in said existing public service districts may appear and be heard for or against the consolidation, into one Public Service District.

GIVEN under my hand at the Courthouse of Lincoln County, Hamlin, West
Virginia, this the 21st day of November, 1975.

George Johnson
George Johnson
Clerk of the County Commission
of Lincoln County, West Virginia

A RESOLUTION AND ORDER CONSOLIDATING
McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT
AND LINCOLN PUBLIC SERVICE DISTRICT,
INTO ONE PUBLIC SERVICE DISTRICT TO BE
KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT,
A PUBLIC CORPORATION AND POLITICAL SUBDIVISION
OF THE STATE OF WEST VIRGINIA.

WHEREAS, the County Commission of Lincoln County, West Virginia, did heretofore, by a resolution and order adopted on the 21st day of November, 1975, fix a date for a public hearing on the consolidation of Lincoln Public Service District and McCorkle-Griffithsville Public Service District, to be known as Lincoln Public Service District, a public corporation and political subdivision of the State of West Virginia, and by said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed consolidated Public Service Districts might appear before the County Commission at this meeting and have the opportunity to be heard for and against consolidation of said Districts; and

WHEREAS, notice of this hearing by publication and posting was duly given in the manner provided and required by said resolution and order and by Article 13-a of Chapter 16 of the Code of West Virginia, and all interested persons have been afforded an opportunity of being heard for and against the consolidation of said Districts, but no written protest has been filed by the requisite number of qualified voters registered and residing within said consolidated Public Service District and said County Commission has given due consideration to all matters for which such hearing was offered and determines that the consolidation is feasible; and

WHEREAS, it is now deemed desirable by said County Commission to adopt a resolution and order consolidating said Districts:

NOW, THEREFORE, Be it, and it is hereby resolved and ordered by the County Commission of Lincoln County, West Virginia, as follows:

Section 1. That said Lincoln Public Service District and McCorkle-Griffithsville Public Service District within Lincoln and Kanawha Counties, West Virginia, are hereby consolidated, and said District shall have the following boundaries:

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service District's boundary and having a latitude of N 38° 16' 20" and a longitude of W 81° 48' 00"; thence, with the boundary of the original Lincoln Public Service District S 54° 40' W, 3.30 miles to a point having a latitude of N 38° 14' 40" and a longitude of W 81° 51' 00"; thence leaving the boundary of the original Lincoln Public Service District S 27° 20' E, 1.73 miles to a point in the Little Coal River, said point being in the Kanawha and Lincoln County boundary and also being a point in the original McCorkle-Griffithsville Public Service District, having a latitude of N 38° 13' 17" and a longitude of W 81° 50' 07"; thence in a southerly direction, 2.00 miles with the Little Coal River and the original McCorkle-Griffithsville Public Service District boundary to a point having a latitude of N 38° 12' 04" and a longitude of W 81° 50' 25"; thence having the Little Coal River and continuing with the original McCorkle-Griffithsville Public Service District's boundary N 45° 00' W, 3.00 miles to a point having a latitude of N 38° 13' 53" and a longitude of W 81° 52' 49"; thence with the original district boundary S 51° 33' W, 4.45 miles to a point having a latitude of N 38° 11' 30" and a longitude of W 81° 56' 37"; thence with the original district boundary N 45° 00' W, 3.65 miles to a point having a latitude of N 38° 13' 44" and a longitude

W 81° 59' 28"; thence with the original district boundary W , 0.70 miles to a point having a latitude of N 38° 13' 44" and a longitude of W 82° 00' 14"; thence with the original district boundary N, 0.90 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 82° 00' 14"; thence with the original district boundary E, 0.70 miles to a point; thence, with the original district boundary N 30° 00' E, 1.40 miles to a point; thence with the original district boundary E, 0.66 miles to a point; thence with the original district boundary S 30° W 1.40 miles to a point; thence with the original district boundary E, 1.19 miles to a point having a latitude of N 38° 14' 31" and a longitude of W 81° 57' 26"; thence with the original district boundary S 60° 00' E, 1.60 miles to a point having a latitude of N 38° 13' 49" and a longitude of W 81° 55' 54"; thence with the original district boundary N 60° 00' E, 2.75 miles to a point having a latitude of N 38° 15' 00" and a longitude of W 81° 53' 16"; thence with the original district boundary E, 0.90 miles to a point; thence leaving the original McCorkle-Griffithsville Public Service District's boundary N 45° 30' E, 1.58 miles to a point in the original Lincoln Public Service District's boundary, having a latitude of N 38° 16' 00" and longitude of W 81° 51' 00"; thence with the original Lincoln Public Service District's boundary N 20° 55' E, 2.50 miles to a point having a latitude of N 38° 18' 00" and a longitude of W 81° 50' 00"; thence with the original district boundary E, 1.15 miles to a point in Big Coal River, said point also being in the Kanawha and Lincoln County boundary and having a latitude of N 38° 18' 00" and longitude

of N 81° 48' 45"; thence with the original district boundary and the Big Coal River in a southerly direction, 2.20 miles to the POINT OF BEGINNING, Containing a total area of 25.97 square miles, all of which is in the Duval and Washington Magisterial District, Lincoln County, West Virginia, as shown on the map prepared by J. H. Milan, Inc., Consulting Engineers, Dunbar, West Virginia, and dated November 20, 1975.

Section 2. That said Lincoln Public Service District and McCorkle-Griffithsville Public Service District shall have the name and corporate title of Lincoln Public Service District and shall constitute a Public corporation and political subdivision of the State of West Virginia having all the rights and powers conferred on public service districts by the laws of the State of West Virginia and particularly Article 13-a of Chapter 16 of the Code of West Virginia.

Section 3. That the County Commission of Lincoln County, West Virginia, has determined that the territory within Lincoln and Kanawha Counties, West Virginia, having the hereinabove described boundaries is so situated that the construction or acquisition by purchase or other wise and the maintenance, operation, improvement and extension of public service properties supplying water and sewerage services within such territory by said Lincoln Public Service District will be conducive to the preservation of public health, comfort and convenience of such area.

Adopted by the County Commission of Lincoln County, West Virginia on this the 19 day of December, 1975.

Andrew J. Brown
President

Don W. Hays
Commissioner

Louis Abraham
Commissioner

Attest:

George Johnson
Clerk

I, George Johnson, Clerk of the County Commission of Lincoln County, West Virginia, do certify that the foregoing is a true and correct copy of the original of the order of the County Commission adopted on the 19th day of December, 1975.

Given under my hand and seal this the 19th day of December, 1975.

George Johnson
Clerk of the County Commission
of Lincoln County, West Virginia

Affidavit of Publication

No. _____

STATE OF WEST VIRGINIA,

Kanawha County, to-wit:

I, Rae Dell Pickers of the

☐ Sunday Gazette-Mail ☒ Charleston Gazette, a daily Democratic newspaper ☐ Daily Mail, a daily Republican newspaper, published in the City of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of Public Hearing

was duly published in said paper once a day for one successive day commencing with the issue of the 29 day of Nov, 19 75, and ending with the issue of the 29 day of Nov, 19 75, and was posted

at the front door of the Court House of said Kanawha County, West Virginia, on the 29 day of Nov, 19 75

Dates Published:

Nov 29, 1975 Rae Dell Pickers

Subscribed and sworn to before me this 29 day of Nov, 19 75

Charlotte C. C.
Notary Public of Kanawha County, West Virginia

My Commission expires January 15, 1980

Printer's Fee \$ 98.91

ACGT-7

...and Lincoln County
...being a point in
the original McCorkle-Grimm
Public Service District, hav-
ing a latitude of $36^{\circ} 12' 17''$ and
a longitude of $W 81^{\circ} 50' 07''$;
thence in a southerly direction,
2.00 miles with the Little Coal
River and the original McCorkle-
Grimm Public Service Dis-
trict boundary to a point having a
latitude of $N 38^{\circ} 12' 04''$ and a
longitude of $W 81^{\circ} 50' 07''$; thence
having the Little Coal River and
containing with the original McC-
Corkle-Grimm Public Service
District's boundary is $43^{\circ} 00' W$,
3.00 miles to a point having a
latitude of $N 38^{\circ} 12' 32''$ and a
longitude of $W 81^{\circ} 52' 48''$; thence
with the original district boundary
is $31^{\circ} 32' W$, 4.45 miles to a point
having a latitude of $N 38^{\circ} 11' 30''$
and a longitude of $W 81^{\circ} 58' 37''$;
thence with the original district
boundary is $45^{\circ} 00' W$, 2.65 miles
to a point having a latitude of N
 $38^{\circ} 13' 46''$ and a longitude of W
 $81^{\circ} 35' 26''$; thence with the
original district boundary is $W 82^{\circ}$
miles to a point having a latitude
of $N 38^{\circ} 12' 44''$ and a longitude of
 $W 82^{\circ} 00' 14''$; thence with the
original district boundary is $N 38^{\circ}$
miles to a point having a latitude
of $N 38^{\circ} 14' 31''$ and a longitude of
 $W 82^{\circ} 00' 14''$; thence with the
original district boundary is $N 38^{\circ}$
miles to a point; thence with the
original district boundary is $N 30^{\circ}$
 $00' E$, 1.44 miles to a point;
thence with the original district
boundary is $N 30^{\circ} 00' E$, 0.66 miles to a point;
thence with the original district
boundary is $N 30^{\circ} 00' E$, 1.49 miles to a
point; thence with the original
district boundary is $N 30^{\circ} 00' E$, 1.12 miles to
a point having a latitude of $N 38^{\circ}$
 $14' 26''$ and a longitude of $W 81^{\circ}$
 $57' 26''$; thence with the original
district boundary is $N 30^{\circ} 00' E$, 1.60
miles to a point having a latitude
of $N 38^{\circ} 12' 48''$ and a longitude of
 $W 81^{\circ} 55' 54''$; thence with the
original district boundary is $N 30^{\circ}$
 $00' E$, 2.18 miles to a point having
a latitude of $N 38^{\circ} 15' 00''$ and a
longitude of $W 81^{\circ} 55' 14''$; thence
with the original district boundary
is $N 30^{\circ} 00' E$, 0.96 miles to a point; thence
leaving the original McCorkle-
Grimm Public Service Dis-
trict's boundary is $N 45^{\circ} 30' E$, 1.56
miles to a point in the original
Lincoln Public Service District's
boundary; having a latitude of N
 $38^{\circ} 16' 00''$ and longitude of $W 81^{\circ}$
 $57' 00''$; thence with the original
Lincoln Public Service District's
boundary is $N 23^{\circ} 35' E$, 2.58 miles
to a point having a latitude of N
 $38^{\circ} 18' 00''$ and a longitude of W
 $81^{\circ} 50' 00''$; thence with the
original district boundary is $N 38^{\circ}$
miles to a point in the Big Coal River,
said point also being in the
Kansas and Lincoln County
boundary and having a latitude of
 $N 38^{\circ} 18' 00''$ and longitude of W
 $81^{\circ} 48' 45''$; thence with the
original district boundary and the
Big Coal River in a southerly
direction, 2.28 miles to the POINT
OF BEGINNING, containing a
total area of 25.37 square miles,
all of which is in the Great and
Washington Magistral District
Lincoln County, West Virginia as
shown on the map prepared by J.
H. Allen, Inc., Consulting Engi-
neers, Dunbar, West Virginia, and
dated November 20, 1915.

All persons residing in or
owning or having any interest in
resort in said existing Public
Service Districts, or in the areas
proposed to be included in the
consolidation, are hereby notified
that the County Commission of
Lincoln County, West Virginia,
will conduct a public hearing on
November 21, 1915, at
9 o'clock A.M., at the Court-
house at Hamlin, West Virginia, at
which time and place all persons
residing in or owning or having
any interest in property in said
public service districts may ap-
pear before the County Commis-
sion and shall have an opportunity
to be heard for or against the
consolidation of Lincoln Public
Service District and McCorkle-
Grimm Public Service Dis-
trict into one Public Service
District.

GIVEN under my hand, at the
courthouse of Lincoln County, at
Hamlin, West Virginia, this 1st
day of November, 1915.
Signed:
George Johnson
Clerk of the County Commission
of Lincoln County, West Virginia
1-26-15

(LINCOLN COUNTY)

NOTICE OF A PUBLIC HEARING FOR THE CONSOLIDATION OF LINCOLN PUBLIC SERVICE DISTRICT IN WASHINGTON DISTRICT OF LINCOLN COUNTY AND KANAWHA COUNTY, WEST VIRGINIA AND MCCORMICK-GRIFFITHSVILLE PUBLIC SERVICE DISTRICT IN WASHINGTON AND QUVAL DISTRICTS OF LINCOLN COUNTY, WEST VIRGINIA, AND THE CONSOLIDATION OF SAID DISTRICTS INTO ONE PUBLIC SERVICE DISTRICT TO BE KNOWN AS LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WEST VIRGINIA.

Notice is hereby given that the County Commission of Lincoln County, West Virginia, upon its own motion, proposes to consolidate Lincoln Public Service District and McCormick-Griffithsville Public Service District into one Public Service District to be known as Lincoln Public Service District, which Districts were originally created by the commission, and be consolidated for the purpose of constructing or acquiring, by purchase or otherwise, and maintaining, operating, and improving water and sewerage facilities, and extension of public service properties and to supply water and provide sewerage services to the public for industrial, public, private or other uses and providing for a source of water, water treatment and distribution within such territories and provide sewerage collection, transmission and treatment within said territories. The existing Districts, as consolidated, will be known as "Lincoln Public Service District". The boundaries before and after consolidation are as follows:

METES AND BOUNDS

OF

LINCOLN PUBLIC SERVICE DISTRICT

AS ORIGINALLY CREATED

BEGINNING at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of $38^{\circ} 16' 20''$ N and a longitude of $81^{\circ} 48' 48''$ W, and running; thence $S 54^{\circ} 40' W$ 3.3 miles to a point 3960 feet south of West Virginia Primary Route 14 and having a latitude of $38^{\circ} 14' 40''$ N and a longitude of $81^{\circ} 51' W$; thence N 1.5 miles (crossing West Virginia Primary Route 14 at $\frac{1}{2}$ mile) to a point at latitude $38^{\circ} 18' N$ and longitude $81^{\circ} 51' W$; thence N $20^{\circ} 15' E$ 2.5 miles crossing West Virginia Secondary Route 12, 1271 and 1215 to a point at latitude $38^{\circ} 18' N$ and longitude $81^{\circ} 50' W$; thence east 1.15 miles to a point in Big Coal River at latitude $38^{\circ} 18' N$ and longitude $81^{\circ} 48' 45'' W$, said point being northerly 1 mile from West Virginia Primary route 14; thence up the middle of Big Coal River with the meanders thereof for a distance of 2.2 miles more or less, to the beginning, containing an area of 6.35 square miles, more or less, all as shown upon a map or plat made by J. H. Wiliam, Inc., dated September 16, 1961.

**METES AND BOUNDS OF
McCORKLE-GRIFFITHSVILLE
PUBLIC SERVICE DISTRICT AS
ORIGINALLY CREATED**

BEGINNING at a point in secondary Route 1418 having a latitude of $N 18^{\circ} 15' 00''$ and longitude $W 81^{\circ} 53' 15''$; thence $E 0.9$ miles to a point having a latitude of $N 38^{\circ} 15' 00''$ and longitude $W 81^{\circ} 52' 15''$; thence $S 45^{\circ} 00' E 2.5$ miles to center of Coal River; thence with the center of Coal River and up stream 2.0 miles to a point having a latitude of $N 38^{\circ} 12' 04''$ and longitude $W 81^{\circ} 50' 25''$; thence $N 15^{\circ} 00' W 3.0$ miles to a point having a latitude of $N 38^{\circ} 13' 53''$ and longitude $W 81^{\circ} 52' 49''$; thence $S 51^{\circ} 33' W 4.45$ miles to a point having a latitude of $N 38^{\circ} 11' 30''$ and longitude $W 81^{\circ} 56' 37''$; thence $N 45^{\circ} 00' W 3.65$ miles to a point having a latitude $N 38^{\circ} 12' 44''$ and a longitude $W 81^{\circ} 59' 28''$; thence $W 0.7$ miles to a point having latitude $N 38^{\circ} 44''$ and longitude $W 82^{\circ} 00' 14''$; thence $N 0.5$ miles to a point having a latitude of $N 38^{\circ} 14' 21'' W 82^{\circ} 00' 14''$; thence $E 2.55$ miles to a point having a latitude $N 38^{\circ} 14' 31''$ and longitude $W 81^{\circ} 57' 25''$; thence $S 50^{\circ} 00' E 1.5$ miles; thence $N 60^{\circ} 00' E 2.75$ miles to place of beginning, containing 16.83 square miles, and being a portion of Duval and Washington Magisterial Districts of Lincoln County, West Virginia, as shown on a map prepared by J. H. Milam, Inc., Consulting Engineers, 1214 Myers Avenue, Dunbar, West Virginia, dated February 24, 1966, and filed "McCorkle Griffithsville Public Service District, Lincoln County, West Virginia."

**METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE
DISTRICT AND McCORKLE-
GRIFFITHSVILLE PUBLIC
SERVICE DISTRICT AS
CONSOLIDATED INTO ONE
PUBLIC SERVICE DISTRICT
KNOWN AS LINCOLN PUBLIC
SERVICE DISTRICT, A PUBLIC
CORPORATION AND POLITICAL
SUBDIVISION OF THE STATE
OF WEST VIRGINIA**

BEGINNING at a point in the branch of Big Coal River and Little Coal River, said point being a point in the original Lincoln Public Service District's boundary and having a latitude of $N 38^{\circ} 18' 20''$ and a longitude of $W 81^{\circ} 48' 03''$; thence with the boundary of the original Lincoln Public Service District $S 54^{\circ} 40' W 3.30$ miles to a point having a latitude of $N 38^{\circ} 14' 50''$ and a longitude of $W 81^{\circ} 51' 00''$; thence leaving the boundary of the original Lincoln Public Service District $S 27^{\circ} 20' E 1.73$ miles to a point in the Little Coal River, said point being in the

Affidavit of Publication

STATE OF WEST VIRGINIA,
COUNTY OF LINCOLN, to wit:

I, E. M. Brewer, publisher ~~XXXXXX~~, being
first duly sworn upon my oath do depose and say that I am proprietor
of the entitled

Weekly News Sentinel

Democrat newspaper; that such newspaper has been
published for more than one year prior to publication of the annexed
notice described below; that such newspaper is regularly published
weekly, for at least fifty weeks during the calendar year, in the
municipality of Hamlin, Lincoln County, West Virginia; that such
newspaper is a newspaper of "general circulation," as that term is
defined in article three, chapter fifty-nine of the Code of West Virginia,
1931, as amended, within the publication area or areas of the aforesaid
municipality and county; that such newspaper averages in length four
or more pages, exclusive of any cover, per issue; that such newspaper
is circulated to the general public at a definite price or consideration;
that such newspaper is a newspaper to which the general public resorts
for passing of a political, religious, commercial and social nature, and
for current happenings, announcements, miscellaneous reading matters,
advertisements, and other notices; that the annexed notice of _____

Public Hearing (Consolidation of Lincoln P.S.D.
and McCorkle-Gville P.S.D.)

was published in said newspaper once a week for one (1)
successive weeks (Class I), commencing with the issue of the
26th day of Nov, 1975, and ending with the
issue of the _____ day of _____, 19____ (and was
posted at the _____ on the
_____ day of _____, 19____); that
said annexed notice was published on the following dates: _____

Nov. 26, 1975

and that the cost of publishing said annexed notice as aforesaid was
\$ 82.52.

E. M. Brewer

Taken, subscribed and sworn to before me in my said county this
6th day of Dec, 1975.

My commission expires June 27, 1976

Donald R. Mink
Notary Public of Lincoln County,
West Virginia

Copy

IN THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA

IN THE MATTER OF THE CONSOLIDATION OF
LINCOLN PUBLIC SERVICE DISTRICT AND
McCORMICKLE-GRIFFITHSVILLE PUBLIC SERVICE
DISTRICT

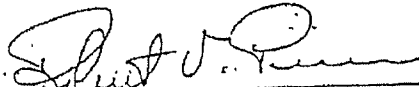
STATE OF WEST VIRGINIA,
COUNTY OF LINCOLN, to-wit:

A F F I D A V I T

Robert V. Price, being first duly sworn upon his oath deposes
and says that he is duly appointed, qualified and acting member of
the Board of Lincoln Public Service District, and that he did on the
28th day of November, 1975, post a copy of the within notice at the
following places:

<u>Place</u>	<u>Address</u>
1. <u>Riverside Restaurant</u>	<u>Alum Creek, West Virginia</u>
2. <u>Burton Exxon</u>	<u>Alum Creek, West Virginia</u>
3. <u>Fas Check Market</u>	<u>Alum Creek, West Virginia</u>
4. <u>Pauley's Grocery</u>	<u>Alum Creek, West Virginia</u>
5. <u>Mid-way Barbar Shop</u>	<u>Alum Creek, West Virginia</u>

which five places are conspicuous places within the area described in
the within notices as Lincoln Public Service District.


Affiant

TAKEN, subscribed and sworn to before the undersigned authority
on the the 18th day of December, 1975.

My commission expires June 10, 1985.


Notary Public

IN THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA

IN THE MATTER OF THE CONSOLIDATION OF
LINCOLN PUBLIC SERVICE DISTRICT AND
McCORKLE-GRIFFITHSVILLE PUBLIC SERVICE
DISTRICT

STATE OF WEST VIRGINIA,

COUNTY OF LINCOLN, to-wit:

A F F I D A V I T

FOSTER L. WHITE, being first duly sworn upon
his oath deposes and says that he is a duly appointed, qualified and
acting member of the Board of McCORKLE-GRIFFITHSVILLE Public Service
District, and that he did on the 24th day of November, 1975
post a copy of the within notice at the following places:

<u>Place</u>	<u>Address</u>
1. <u>Osborn Company, Inc. (Mercantile)</u>	<u>Griffithsville, West Virginia</u>
2. <u>U. S. Post Office</u>	<u>Griffithsville, West Virginia</u>
3. <u>U. S. Post Office</u>	<u>Summers, West Virginia</u>
4. <u>U. S. Post Office</u>	<u>Yawkey, West Virginia</u>
5. <u>Big S Super Market</u>	<u>Yawkey, West Virginia</u>

which five places are conspicuous places within the area described in
the within notices as McCorkle-Griffithsville Public Service District.

Foster L. White
Affiant

TAKEN, subscribed and sworn to before the undersigned authority
on this the 18th day of December, 1975.

My commission expires June 10, 1989

B. B. HILL
Notary Public

AT A REGULAR SESSION OF THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, HELD AT THE COURTHOUSE THEREOF, ON THE 21ST DAY OF AUGUST, 1997 THE FOLLOWING ORDER WAS MADE AND ENTERED.

SUBJECT: LINCOLN PUBLIC SERVICE DISTRICT

THE FOLLOWING MOTION WAS OFFERED BY DOUG WALDRON, COMMISSIONER:

TO SET A HEARING DATE OF SEPTEMBER 4, 1997 AT 5:30 P.M. FOR THE BOUNDARY ADJUSTMENTS FOR THE LINCOLN PUBLIC SERVICE DISTRICT.

THE ADOPTION OF THE FOREGOING MOTION HAVING BEEN MOVED BY DOUG WALDRON, COMMISSIONER, AND DULY SECONDED BY BUSTER STOWERS, COMMISSIONER, THE VOTE THEREON WAS AS FOLLOWS:

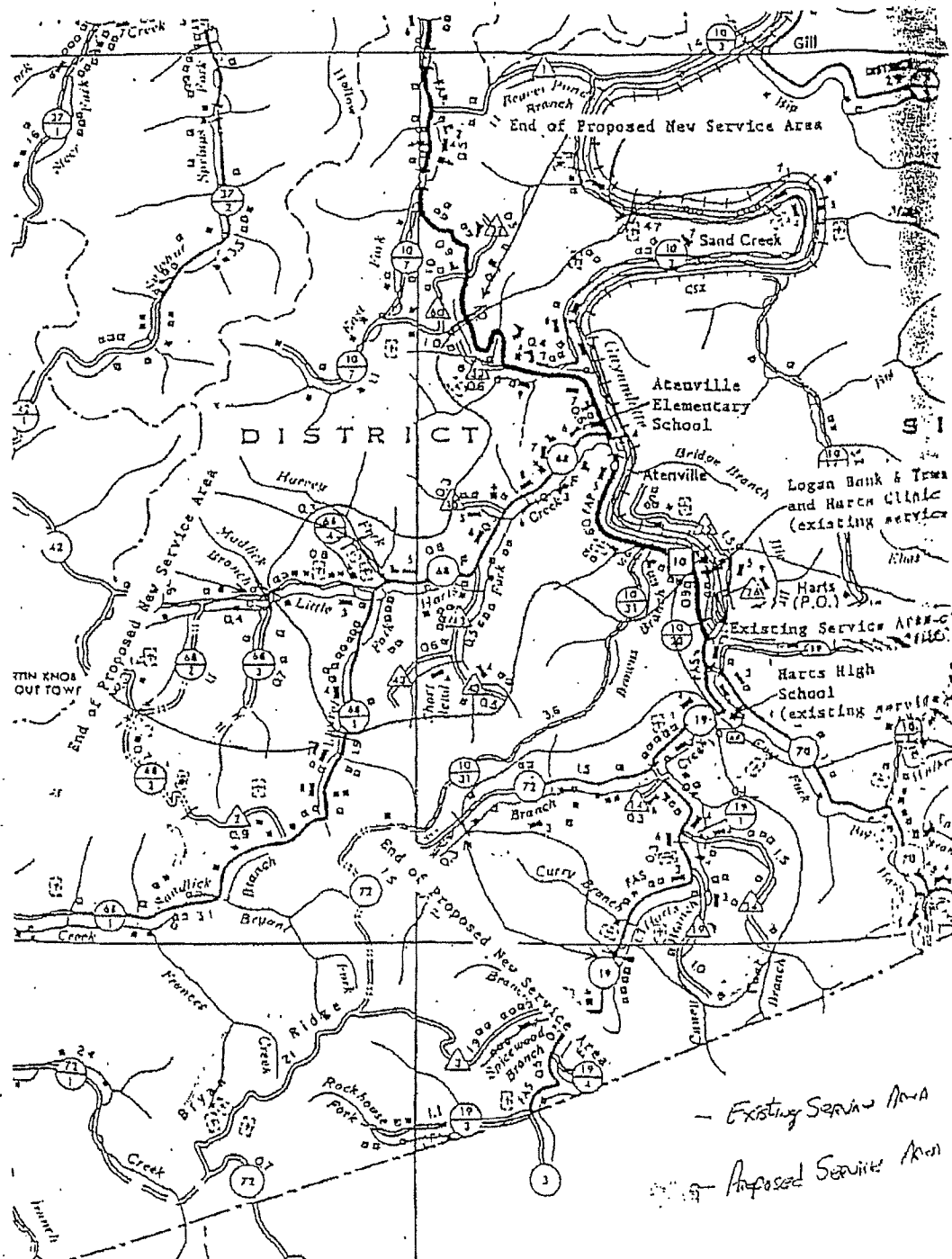
CHARLES S. MCCANN	PRESIDENT	AYE
BUSTER STOWERS	COMMISSIONER	AYE
DOUG WALDRON	COMMISSIONER	AYE

WHEREUPON, CHARLES S. MCCANN, PRESIDENT DECLARED SAID MOTION DULY ADOPTED, AND IT IS THEREFOR ADJUDGED AND ORDERED THAT SAID MOTION BE, AND THE SAME IS HEREBY ADOPTED.

Charles S. McCann
CHARLES S. MCCANN, PRESIDENT

Buster Stowers
BUSTER STOWERS, COMMISSIONER

Doug Waldron
DOUG WALDRON, COMMISSIONER



ORIGINAL

ENTERED
OB 987 Page _____

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

4-7-98

Entered: March 18, 1998

CASE NO. 97-1341-PWD-PC

LINCOLN COUNTY COMMISSION.

Petition for consent and approval
of boundary adjustments of the
Branchland-Midkiff Public Service
District and the Lincoln Public
Service District.

RECOMMENDED DECISION

On October 3, 1997, the Lincoln County Commission filed a petition with the Public Service Commission seeking approval to enlarge the boundaries of the Branchland-Midkiff Public Service District and the Lincoln Public Service District, in accordance with West Virginia Code §16-13A-2.

By Order dated October 27, 1997, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before May 3, 1998, but, since May 3, 1998, is a Sunday, the Order will be due on or before May 1, 1998.

In a Final Staff Memorandum filed November 7, 1997, Staff Attorney Meyishi Blair, Esquire, and Mr. Randy Lengyel, Utilities Analyst, Water and Wastewater Division, explained that, in accordance with West Virginia Code §16-13A-2, the Lincoln County Commission had held a public hearing on September 4, 1997, to address the proposed boundary expansion and to receive public opposition.

Having reviewed the petition of the Lincoln County Commission, Staff was of the opinion that the Lincoln County Commission had sufficiently satisfied the requirements as set forth in West Virginia Code §16-13A-2, except to provide an affidavit which reflected that the requisite posting, as required by the statute, had taken place.

On January 20, 1998, the Lincoln County Commission submitted the affidavit of posting for the hearing held by the Lincoln County Commission on September 4, 1997.

By Order dated February 10, 1998, this matter was set for a hearing to be held in Room 108, Lincoln County Commission, Lincoln County Courthouse, Hamlin, West Virginia, on March 13, 1998. Said Order also provided that the

Lincoln County Commission give notice of the hearing to be held on March 13, 1998, by publishing a Notice of Hearing, once, in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Lincoln County.

On February 23, 1998, an Affidavit of Publication was submitted by the County Commission which reflects that publication was made in accordance with the Commission's requirements.

The hearing was held as scheduled on March 13, 1998. The Lincoln County Commission appeared by its clerk, Ms. Judy Johnson. Commission Staff appeared by Staff Attorney Meyishi Blair. No one appeared in protest to the petition.

FINDINGS OF FACT

1. On October 3, 1997, the Lincoln County Commission filed a petition seeking approval to enlarge the boundaries of the Branchland-Midkiff Public Service District and the Lincoln Public Service District, in accordance with West Virginia Code §16-13A-2. (See, Petition).

2. In a Final Joint Staff Memorandum filed November 7, 1997, Staff Attorney Meyishi Blair and Mr. Randy Lengyel, Utility Analyst, Water and Wastewater Division, explained that, having reviewed the petition of the Lincoln County Commission, Staff opined that the Lincoln County Commission had sufficiently complied with the requirements, as set forth in West Virginia Code §16-13A-2, except to provide an affidavit reflecting the requisite posting, as required by the statute. On January 20, 1998, the Lincoln County Commission submitted the Affidavit of Posting for the hearing it held on September 4, 1997. (See, Final Joint Staff Memorandum filed November 7, 1997; Affidavit of Posting, case file).

3. By Order dated February 10, 1998, this matter was set for a hearing to be held in Lincoln County on March 13, 1998. Said Order also provided that the Lincoln County Commission publish a Notice of Hearing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Lincoln County. (See, Order dated February 10, 1998).

4. On February 23, 1998, the Affidavit was submitted showing that proper publication of the hearing had been made, in accordance with the Commission's requirements. (See, Affidavit of Publication, case file).

5. No one appeared at the hearing held on March 13, 1998, in protest to the petition of the Lincoln County Commission. (See, Tr., p. 4).

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since the Lincoln County Commission has given proper notice of the hearing held in this matter on March 13, 1998, and no one appeared in protest to the

petition, and since Staff recommended approval of the petition, the Order of the Lincoln County Commission to enlarge the boundaries of the Branchland-Midkiff Public Service District and the Lincoln Public Service District, issued on September 4, 1997, should be approved, pursuant to West Virginia Code §16-13A-2.

ORDER

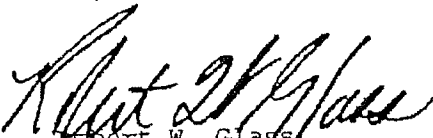
IT IS, THEREFORE, ORDERED that the Lincoln County Commission's Order of September 4, 1997, enlarging the boundaries of the Branchland-Midkiff Public Service District and the Lincoln Public Service District, be, and the same hereby is, approved.

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

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.


ROBERT W. GLASS
Administrative Law Judge

RWG:jas

AT A REGULAR SESSION OF THE COUNTY COMMISSION OF KANAWHA,
COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE
COURTHOUSE THEREOF ON WEDNESDAY, THE 26TH DAY OF
NOVEMBER, A.D., 1975.

MEMBERS: HONORABLE J. D. CATALANO, PRESIDENT, KELLY L.
CASTLEBERRY AND THOMAS L. BLACK, GENTLEMEN COMMISSIONERS OF THE COUNTY.

RE: LINCOLN PUBLIC SERVICE DISTRICT

This day came the County Commission of Lincoln County, West
Virginia and presented to this Commission and asked leave to file a
certified copy of its Order dated November 21, 1975 proposing the
consolidation of Lincoln Public Service District and McCorkle-Griffiths-
ville Public Service District, embracing parts of District II of
Kanawha County and Washington District of Lincoln County, West Virginia
as provided for in West Virginia Code 16-13A-2 and praying for an
order directing the publication of notice of a hearing on said matter,
before said Commission, at 10 o'clock A. M. on December 19, 1975,
which leave is granted and said order is ORDERED filed.

It is accordingly ORDERED that notice of said hearing be
published in the Charleston Gazette once at least ten days prior to
said hearing and that said publisher furnish both the County Commission
of Lincoln County and the County Commission of Kanawha County with a
copy of the publisher's affidavit and billing the County Commission
of Lincoln County for the charges.

Teste:

THE COUNTY COMMISSION OF KANAWHA COUNTY

J. D. Catalano

Frederic T. Castlebury
Thomas D. Black

Approved By:

James H. Palmer
County Attorney

A True Copy From The Record
JACK L. PAULER CLERK
Exchanged Rabel
Deputy

[illegible][illegible]

METES AND BOUNDS OF

LINCOLN PUBLIC SERVICE DISTRICT AND MCCONNELL-BRISTOLVILLE PUBLIC SERVICE DISTRICT
AS CONSOLIDATED INTO ONE PUBLIC SERVICE DISTRICT, KNOWN AS
LINCOLN PUBLIC SERVICE DISTRICT, A PUBLIC CORPORATION;
AND
POLITICAL DIVISION OF THE STATE OF WEST VIRGINIA

[illegible]

**METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AS REVISED**

Beginning at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of N 38° 16' 20" and a longitude of W 81° 48' 00", Thence S 74° 45' W approximately 2000 feet to a point in Little Coal River, said point also being on the Kanawha and Lincoln County Boundary and having a latitude of N 38° 16' 15" and longitude of W 81° 48' 24"; Thence, approximately 51,000 feet in a Southwesterly direction running with the Lincoln County and Kanawha County Boundary to a point which is the intersection of the Lincoln County, Kanawha County and Boone County Boundaries, said point having a latitude of N 38° 12' 33" and longitude of W 81° 50' 00", Thence approximately 106,100 feet in a Southwesterly direction running with the Lincoln County and Boone County Boundary to a point on said boundary having a latitude of N 38° 05' 00" and longitude of W 81° 57' 50", said point also being the Northeast corner of the Logan County Public Service District Boundary; Thence, following a straight line due West along the Northern Boundary of the Logan County Public Service District approximately 33,790 feet to a point having a latitude of N 38° 05' 00" and longitude of W 82° 05' 00"; said Point also being the South East corner of the Branchland-Midkiff Public Service District Boundary; Thence, following a straight line due North along the Eastern Boundary of the Branchland-Midkiff Public Service District approximately 10,900 feet to a point in the Boundary of the Laurel Hill and Jefferson Magisterial Districts said

point having a latitude of N 38° 06' 47" and longitude of W 82° 05' 00"; Thence approximately 16,800 feet in a Northwesterly direction running with the Jefferson and Laurel Hill Magisterial Districts Boundary to a point of Intersection of the Jefferson, Laurel Hill and Union Magisterial District Boundaries, said point having a latitude of N 38° 08' 26", and a longitude of W 82° 06' 10", said line also being the Eastern Boundary of the Branchland-Midkiff Public Service District; Thence, approximately 28,000 feet in a Northwesterly direction along the Laurel Hill and Union Magisterial Districts Boundary to a point of Intersection of the Laurel Hill, Union and Sheridan Magisterial District Boundaries, said point having a latitude of N 38° 11' 38" and a longitude of W 82° 07' 38", said line also being the Eastern Boundary of the Branchland-Midkiff Public Service District; Thence, approximately 6,200 feet in a Northwesterly direction along the Union and Sheridan Magisterial Districts Boundary to a point of Intersection of the Union, Sheridan and Carroll Magisterial District Boundaries, said point having a latitude of N 38° 12' 24" and a longitude of W 82° 08' 08", said line also being the boundary of the Branchland-Midkiff Public Service District; Thence, approximately 22,000 feet in a Northwesterly direction along the Sheridan and Carroll Magisterial Districts Boundary to a point in said Boundary having a latitude of N 38° 14' 30" and a longitude of W 82° 09' 20", said point also being the Northeast corner of the Branchland-Midkiff Public Service District Boundary; Thence, approximately 9000 feet in a Northeasterly direction along the Sheridan and Carroll Magisterial Districts Boundary to a point in said Boundary having a latitude of N 38° 15' 41" and a longitude of W 82° 08' 51", Thence in a straight line due East approximately 11,400 feet to a point having a latitude of N 38° 15' 41" and a

longitude of W 82° 06' 28"; Thence N 56° 30' E approximately 20,000 feet to a point in the Putnam County and Lincoln County Boundary having a latitude of N 38° 17' 24" and a longitude of W 82° 02' 56"; Thence, approximately 55,000 feet in an East to Northeasterly direction along the Putnam County and Lincoln County Boundary to a point which is the Intersection of the Lincoln County, Putnam County and Kanawha County Boundaries, having a latitude of N 38° 19' 33" and a longitude of 81° 54' 55"; Thence, approximately 44,500 feet in an East to Southeasterly direction along the Lincoln County and Kanawha County Boundary to a point on the Lincoln County and Kanawha County Boundary having a latitude of N 38° 17' 10" and longitude of W 81° 48' 25"; said point also being an Intersection of WV State Route No. 214 and the Big Coal River, Thence, approximately 5,600 feet in a Southerly direction along the Big Coal River leaving the Lincoln County and Kanawha County Boundary and being in Kanawha County, said line also being along the original Boundary of the Lincoln Public Service District to the Point of Beginning.

AGENDA
LINCOLN COUNTY COMMISSION
SEPTEMBER 4, 1997 5:00 P.M.

THE LINCOLN COUNTY COMMISSION HELD A PUBLIC HEARING ON
SEPTEMBER 4, 1997 AT 5:00 P.M. & 5:30 P.M. IN ROOM 108 OF THE LINCOLN
COUNTY COURTHOUSE.

<u>MEMBERS</u>	<u>PRESENT</u>	<u>ABSENT</u>
DONALD C. WHITTEN, CLERK	<u>X</u>	<u> </u>
CHARLES S. MCCANN, PRESIDENT	<u>X</u>	<u> </u>
BUSTER STOWERS, COMMISSIONER	<u>X</u>	<u> </u>
DOUG WALDRON, COMMISSIONER	<u>X</u>	<u> </u>
JACKIE STEVENS, PROSECUTING ATTY	<u>X</u>	<u> </u>

I. CALL TO ORDER

THE PUBLIC HEARING WAS CALL TO ORDER BY JUDY JOHNSON

II. DISCUSSION OF CONCERN

BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
EXPANDING THE BOUNDARY OF THE PUBLIC SERVICE DISTRICT
TERRY MYERS-HAWORTH, MEYER, & BOLEYN EXPLAINED THE
BOUNDARY ADJUSTMENTS THAT WERE NEEDED

NO OBJECTIONS WERE RECEIVED AT THIS HEARING

MOTION WAS MADE BY CHARLES MCCANN, PRESIDENT TO TAKE A
RECESS AT THIS PUBLIC HEARING UNTIL 5:30 TO RECONVENE FOR THE
NEXT PUBLIC HEARING. DOUG WALDRON SECOND THE MOTION. .

THE COMMISSION NOW RECONVENE THE PUBLIC HEARING AT 5:30
P.M.

LINCOLN PUBLIC SERVICE DISTRICT
EXPANDING THE BOUNDARY OF THE PUBLIC SERVICE DISTRICT
TERRY MYERS-HAWORTH, MEYER, & BOLEYN EXPLAINED
THE BOUNDARY ADJUSTMENTS THAT WERE NEEDED

NO OBJECTIONS WERE RECEIVED AT THIS HEARING

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO ADJOURN THIS PUBLIC HEARING.

AGENDA
LINCOLN COUNTY COMMISSION
SEPTEMBER 4, 1997 6:00 P.M.

THE LINCOLN COUNTY COMMISSION MET IN REGULAR SESSION ON
SEPTEMBER 4, 1997 AT 6:00 P.M. IN ROOM #108 OF THE LINCOLN COUNTY COURT-
HOUSE.

<u>MEMBERS</u>	<u>PRESENT</u>	<u>ABSENT</u>
DONALD C. WHITTEN, CLERK	<u> X </u>	<u> </u>
CHARLES MCCANN, PRESIDENT	<u> X </u>	<u> </u>
BUSTER STOWERS, COMMISSIONER	<u> X </u>	<u> </u>
DOUG WALDRON, COMMISSIONER	<u> X </u>	<u> </u>
JACKIE STEVENS, PROSECUTING ATTY	<u> </u>	<u> X </u>

I. CALL TO ORDER

THE MEETING WAS CALLED TO ORDER BY JUDY JOHNSON

II. DISCUSSION OF CONCERN

PLEDGE OF ALLEGIANCE

DAVID MICHAEL-HARTS CREEK WATERLINE EXTENSION
MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPROVE THE DRAW DOWN REQUEST #10 IN THE AMOUNT OF \$5,920.73 FOR
THE HARTS CREEK WATERLINE EXTENSION. TO APPROVE PAYMENT OF THE
FOLLOWING BILLS: HMB INVOICE #10 \$5,160.00, REGION II JUNE INVOICE \$760.73
AND TO GIVE CHARLES MCCANN, PRESIDENT AUTHORIZATION TO SIGN THUS
STATED DOCUMENTS.

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO SUBMIT THE FOLLOWING DOCUMENTS TO JEANNA BAILES OF WEST VIRGINIA
DEVELOPMENT AUTHORITY FOR THE ATENVILLE WATER PROJECT APPLICATION:
1. NEW MAP WITH SPECIFIC LANDMARKS
2. COMMENTS FROM THE WATER TECHNICAL REVIEW COMMITTEE
3. COMMUNITY DEVELOPMENT HOUSING PLAN

JOE KIEFER & RUTH CYFERS - ROAD CLOSING - TO NOTE THE RECORD OF
RECEIVING THE LETTER ON THE GATE CLOSURES

PUBLIC HEARING ON PUBLIC SERVICE BOUNDARY ADJUSTMENTS

MOTION BY DOUG WALDRON SECOND BY CHARLES MCCANN
TO ADOPT A RESOLUTION STATING THE LINCOLN COUNTY COMMISSION DID
HOLD A PUBLIC HEARING ON SEPTEMBER 4, 1997 FOR THE BRANGLAND-MID-
KIFF PUBLIC SERVICE DISTRICT AND NO ONE WAS PRESENT OBJECTING TO THE
BOUNDARY ADJUSTMENTS FOR THUS STATED PSD AND THE LINCOLN COUNTY
COMMISSION DOES APPROVE THE BOUNDARY ADJUSTMENTS AS PRESENTED.

LINCOLN COUNTY COMMISSION

SEPTEMBER 4, 1997 6:00 P.M.

PAGE 2 OF 6

DISCUSSION OF CONCERN CONTINUED

MOTION BY DOUG WALDRON SECOND BY CHARLES MCCANN
TO ADOPT A RESOLUTION STATING THE LINCOLN COUNTY COMMISSION DID
HOLD A PUBLIC HEARING ON SEPTEMBER 4, 1997 FOR THE LINCOLN PUBLIC
SERVICE DISTRICT AND NO ONE PRESENT OBJECTED TO THE BOUNDARY
ADJUSTMENTS FOR THUS STATED PSD AND THE LINCOLN COUNTY COMMISSION
DOES APPROVE THE BOUNDARY ADJUSTMENTS FOR THE LINCOLN PUBLIC
SERVICE DISTRICT.

LINCOLN COUNTY AMBULANCE AUTHORITY
ACKNOWLEDGE RECEIVING THE UPDATE FROM THE LINCOLN COUNTY
AMBULANCE AUTHORITY AND SEND ALBEN DUVALL A LETTER CONCERNING
PROPERTY FOR A HARTS FACILITY.

III. OLD BUSINESS

HEARING FOR SIERRA COOK & NATASHA COOK

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPOINT DONNA COOPER AS GUARDIAN FOR SIERRA COOK & NATASHA
COOK BOND SET AT \$250.00.

COUNTY ORDINANCE COMPLIANCE OFFICER/DEPUTY SHERIFF

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO EMPLOY DARREN OWENS AS A COUNTY ORDINANCE COMPLIANCE OFFIC-
ER/DEPUTY SHERIFF WITH JOB DESCRIPTIONS AS PRESENTED BY KIM CECIL,
SHERIFF.

WEST VIRGINIA EMS TECHNICAL SUPPORT NETWORK, INC.

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPOINT JIM OLDAKER AS A REPRESENTATIVE TO THE WEST
VIRGINIA EMS TECHNICAL SUPPORT NETWORK, INC. AS A CONSUMER REPRESENTATIVE FOR LINCOLN COUNTY.

CREWS & ASSOCIATES, INC-MORTGAGE REVENUE REFUNDING BONDS
ACKNOWLEDGE RECEIVING THE UPDATE ON THE MORTGAGE BONDS

IV. NEW BUSINESS

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPROVE THE BILLS AS SUBMITTED WITH EXCEPTION OF THE THREE FIRE
DEPARTMENTS THAT ARE NOT IN COMPLIANCE WITH THE LEVY

LINCOLN COUNTY COMMISSION

SEPTEMBER 4, 1997 6:00 P.M.

PAGE 3 OF 6

NEW BUSINESS CONTINUED

MOTION BY BUSTER STOWERS SECOND BY DOUG WALDRON
TO APPROVE THE EXONERATION ORDERS AS SUBMITTED BY JERRY WEAVER,
ASSESSOR.

MOTION BY BUSTER STOWERS SECOND BY DOUG WALDRON
TO ACCEPT THE RESIGNATION OF DAVID L. KIDD, JR AS REPRESENTATIVE FOR
LINCOLN EMERGENCY SERVICES TO THE LINCOLN COUNTY AMBULANCE SER-
VICE.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO SEND A LETTER TO THE LINCOLN COUNTY AMBULANCE AUTHORITY RE-
QUESTING NAMES TO APPOINT TO THE LINCOLN COUNTY AMBULANCE AUTHOR-
ITY.

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPROVE A BUDGET TRANSFER FOR THE OFFICE OF THE PROSECUTING
ATTORNEY IN THE AMOUNT OF \$20,000.00 TO HIRE AN ASSISTANT PROSECUTOR

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO APPROVE A BUDGET TRANSFER FOR THE OFFICE OF THE SHERIFF LAW EN-
FORCEMENT SALARY & WAGES IN THE AMOUNT OF \$10,000.00 TO HIRE A COUN-
TY ORDINANCE COMPLIANCE OFFICER/DEPUTY SHERIFF.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO TRANSFER MONEY TO THE SHERIFF'S LAW ENFORCEMENT FOR THE SALARY
OF JERRY BOWMAN AND MONEY WILL BE REPLACED WITH THE PROCESS SERV-
ER AND PISTOL PERMIT MONEY AND \$5,000.00 FROM HOME CONFINEMENT

CELLMARK DIAGNOSTICS
TO NOTIFY CELLMARK DIAGNOSTICS THAT CECELIA JARRELL MUST SUBMIT A
LETTER TO THE COMMISSION THAT THIS SERVICE WAS REQUESTED BY THE
PROSECUTING ATTORNEY

MOTION BY DOUG WALDRON SECOND BY BUSTER STOWERS
TO ACCEPT THE STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN
FUND BALANCE FOR THE QUARTER ENDING JUNE 30, 1997 FOR THE LINCOLN
COUNTY AMBULANCE AUTHORITY AS PRESENTED BY JAMES MCCLURE.

FEDERAL EMERGENCY MANAGEMENT AGENCY-REVISIONS TO NATIONAL FLOOD
INSURANCE PROGRAM MAPS

LINCOLN COUNTY COMMISSION

SEPTEMBER 4, 1997 6:00 P.M.

PAGE 4 OF 6

NEW BUSINESS CONTINUED

MOTION BY BUSTER STOWERS SECOND BY DOUG WALDRON
TO ACCEPT THE DATA AND THE NECESSARY FORMS AS REQUESTED FOR THE
REVISIONS TO THE NATIONAL FLOOD INSURANCE PROGRAMS MAPS AND HAVE
THE NEW COMPLIANCE OFFICER TO COMPLETE THIS MATERIAL FOR REVISIONS
TO THE FLOOD ZONING FOR THE UPPER MUD RIVER DAM.

WEST VIRGINIA DIVISION OF CULTURE AND HISTORY UPDATE

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO SET A HEARING DATE OF SEPTEMBER 18, 1997 AT 10:00 A.M. TO APPOINT A
GUARDIAN FOR AMANDA MAE BIAS. AGE 16.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPOINT JIM MCCOY AS GUARDIAN AD LITEM FOR AMANDA MAE BIAS.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO SET A HEARING DATE OF SEPTEMBER 18, 1997 AT 10:00 A.M. TO APPOINT A
GUARDIAN FOR GRACIE LYNN BELLOMY. AGE 13.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPOINT JIM MCCOY AS GUARDIAN AD LITEM FOR GRACIE LYNN BELLOMY.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPROVE THE APPOINTMENT OF FRANKLIN D. PERKINS AS EXECUTOR OF THE
ESTATE OF KATHLEEN PERKINS. DONE IN VACATION OF THE LINCOLN COUNTY
COMMISSION BY DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE APPOINTMENT OF KATHLEEN SYLVIA KEENEY AS EXECUTRIX
OF THE ESTATE OF ERNA B. MILLER. DONE IN VACATION OF THE LINCOLN
COUNTY COMMISSION BY DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE APPOINTMENT OF WILLIAM V. WORKMAN AS GUARDIAN FOR
WILLIAM VIRGIL WORKMAN JR. DONE IN VACATION OF THE LINCOLN COUNTY
COMMISSION BY DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPROVE THE APPOINTMENT OF THOMAS J. LEETE AS EXECUTOR OF THE
ESTATE OF BESSIE L. LEETE. DONE IN VACATION OF THE LINCOLN COUNTY
COMMISSION BY DONALD C. WHITTEN, CLERK.

LINCOLN COUNTY COMMISSION
SEPTEMBER 4, 1997 6:00 P.M.
PAGE 5 OF 6.

NEW BUSINESS CONTINUED

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE APPOINTMENT OF ORPHA KIRK AS EXECUTRIX OF THE ESTATE
OF RAY KIRK. DONE IN VACATION OF THE LINCOLN COUNTY COMMISSION BY
DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPROVE THE APPOINTMENT OF MERILYN MULLINS SPRY AS ADMINISTRA-
TRIX OF THE ESTATE OF RHONDEL LEE MULLINS. DONE IN VACATION OF THE
LINCOLN COUNTY COMMISSION BY DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE APPOINTMENT OF ALLEN O. LUCAS AS EXECUTOR OF THE
ESTATE OF OPAL A. LUCAS. DONE IN VACATION OF THE LINCOLN COUNTY
COMMISSION BY DONALD C. WHITTEN, CLERK.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE APPOINTMENT OF BETTY L. MILLS AS ADMINISTRATRIX OF
THE ESTATE OF ARNOLD MILLS. DONE IN VACATION OF THE LINCOLN COUNTY
COMMISSION BY DONALD D C. WHITTEN, CLERK.

KIM CECIL, SHERIFF-RADIO SYSTEM

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO SEND A LETTER TO ALLEN HOLDER, DIRECTOR FOR LINCOLN 9-1-1 TO SEE IF
FUNDS CAN BE AVAILABLE TO PAY FOR THE REPAIRS TO THE SHERIFF'S
DEPARTMENT RADIO SYSTEM

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO APPROVE THE HARTS COMMUNITY TO PARTICIPATE IN THE COMMUNITY
COLLABORATIVE TRAINING SPONSORED BY THE WEST VIRGINIA DEVELOPMENT
OFFICE.

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPROVE AND ACCEPT THE FISCAL YEAR 1996/97 FINANCIAL STATEMENT AS
PRESENTED BY DENNIS SIZEMORE.

BOOKKEEPING CONCERNS

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO APPOINT JUDY JOHNSON AS BOOKKEEPER TO ENTER DATA IN THE COMPUT-
ER TO PRODUCE MONTHLY BUDGET CONTROL REPORTS

LINCOLN COUNTY COMMISSION
SEPTEMBER 4, 1997 6:00 P.M.
PAGE 6 OF 6

NEW BUSINESS CONTINUED

YOUTH CAMP ADVISORY COMMITTEE

MOTION BY BUSTER STOWERS SECOND BY DOUG WALDRON
TO ADVERTISE IN THE PAPER FOR ANYONE INTERESTED IN SERVING ON A
YOUTH CAMP ADVISORY COMMITTEE TO APPLY IN THE COUNTY COMMISSION'S
OFFICE. AND TO GIVE ALL APPLICATIONS TO RIC MCDOWELL FOR HIS RECOM-
MENDATION OF APPOINTMENTS.

MOTION BY BUSTER STOWERS SECOND BY DOUG WALDRON
TO APPROVE THE EMPLOYMENT OF TIFFANY ADKINS AS A CO-OP EMPLOYEE IN
THE CIRCUIT CLERK'S OFFICE AS REQUESTED BY GREG STOWERS, CLERK.

JIM OLDAKER - FIREMAN'S ASSOCIATION

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO CHANGE THE REQUEST REQUIRING ALL DOCUMENTS FROM ALL VOLUNTEER
FIRE DEPARTMENTS TO FILE AUDITS AND TAX RETURN 990 INTO THE COUNTY
COMMISSION'S SIX MONTHS FROM THE END OF THE FISCAL YEAR, NOT SIXTY
DAYS.

MOTION BY CHARLES MCCANN SECOND BY BUSTER STOWERS
TO RE-APPOINT JACK THOMAS AS COUNTY FIRE COORDINATOR FOR LINCOLN
COUNTY.

MOTION BY DOUG WALDRON SECOND BY CHARLES MCCANN
TO AMEND THE BUILDING PERMITS REQUIREMENTS TO ANY AND ALL WATER
WELL AND SEWAGE SYSTEMS.

FRANCIS HOLTON - FLOOD ZONING
PRESENTATION ON THE FLOOD ORDINANCE AND BUILDING PERMITS

MOTION BY CHARLES MCCANN SECOND BY DOUG WALDRON
TO ADJOURN THIS SESSION OF THE LINCOLN COUNTY COMMISSION

AT A REGULAR SESSION OF THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, HELD AT THE COURTHOUSE THEREOF, ON THE 4TH DAY OF SEPTEMBER, 1997 THE FOLLOWING ORDER WAS MADE AND ENTERED.

SUBJECT: BRANCLAND-MIDKIFF PUBLIC SERVICE BOUNDARY ADJUSTMENTS

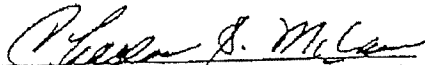
THE FOLLOWING MOTION WAS OFFERED BY DOUG WALDRON, COMMISSIONER :

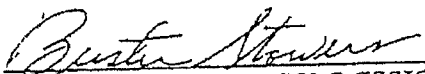
TO ADOPT A RESOLUTION STATING THE LINCOLN COUNTY COMMISSION DID HOLD A PUBLIC HEARING ON SEPTEMBER 4, 1997 FOR THE BRANCLAND-MIDKIFF PUBLIC SERVICE DISTRICT AND NO ONE WAS PRESENT OBJECTING TO THE BOUNDARY ADJUSTMENTS FOR THUS STATED PSD AND THE LINCOLN COUNTY COMMISSION DOES HEREBY APPROVE THE BOUNDARY ADJUSTMENTS AS PRESENTED.

THE ADOPTION OF THE FOREGOING MOTION HAVING BEEN MOVED BY DOUG WALDRON, COMMISSIONER, AND DULY SECONDED BY CHARLES MCCANN, COMMISSIONER, THE VOTE THEREON WAS AS FOLLOWS:

CHARLES S. MCCANN	PRESIDENT	AYE
BUSTER STOWERS	COMMISSIONER	AYE
DOUG WALDRON	COMMISSIONER	AYE

WHEREUPON, CHARLES S. MCCANN, PRESIDENT DECLARED SAID MOTION DULY ADOPTED, AND IT IS THEREFORE ADJUDGED AND ORDERED THAT SAID MOTION BE, AND THE SAME IS HEREBY ADOPTED.


CHARLES S. MCCANN, PRESIDENT


BUSTER STOWERS, COMMISSIONER


DOUG WALDRON, COMMISSIONER

CERTIFIED TO BE A TRUE COPY

TESTE: 

AT A REGULAR SESSION OF THE COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, HELD AT THE COURTHOUSE THEREOF, ON THE 4TH DAY OF SEPTEMBER, 1997 THE FOLLOWING ORDER WAS MADE AND ENTERED.

SUBJECT: LINCOLN PUBLIC SERVICE DISTRICT BOUNDARY ADJUSTMENTS

THE FOLLOWING MOTION WAS OFFERED BY DOUG WALDRON, COMMISSIONER:

TO ADOPT A RESOLUTION STATING THE LINCOLN COUNTY COMMISSION DID HOLD A PUBLIC HEARING ON SEPTEMBER 4, 1997 FOR THE LINCOLN PUBLIC SERVICE DISTRICT AND NO ONE WAS PRESENT OBJECTING TO THE BOUNDARY ADJUSTMENTS FOR THUS STATED PSD AND THE LINCOLN COUNTY COMMISSION DOES HEREBY APPROVE THE BOUNDARY ADJUSTMENTS AS PRESENTED.

THE ADOPTION OF THE FOREGOING MOTION HAVING BEEN MOVED BY DOUG WALDRON, COMMISSIONER, AND DULY SECONDED BY CHARLES MCCANN, COMMISSIONER, THE VOTE THEREON WAS AS FOLLOWS:

CHARLES S. MCCANN	PRESIDENT	AYE
BUSTER STOWERS	COMMISSIONER	AYE
DOUG WALDRON	COMMISSIONER	AYE

WHEREUPON, CHARLES S. MCCANN, PRESIDENT DECLARED SAID MOTION DULY ADOPTED, AND IT IS THEREFORE ADJUDGED AND ORDERED THAT SAID MOTION BE, AND THE SAME IS HEREBY ADOPTED.

Charles S. McCann
CHARLES S. MCCANN, PRESIDENT

Buster Stowers
BUSTER STOWERS, COMMISSIONER

Doug Waldron
DOUG WALDRON, COMMISSIONER

CERTIFIED TO BE A TRUE COPY

TESTE: Donald C. Whitfield

METES AND BOUNDS OF
BRANCHLAND-MIDKIFF PUBLIC SERVICE DISTRICT
AS REVISED

Beginning at a point having a latitude of N 38° 05' 00" and longitude of W 82° 05' 00", said point also being the Southwest corner of the Lincoln Public Service District and also being a point on the Northern Boundary of the Logan County Public Service District, Thence, following a straight line in a Southwesterly direction along the Northern Boundary of the Logan County Public Service District approximately 23,760 feet to a point on West Virginia Route 10 at the top of Fourteen Mile Mountain having a latitude of N 38° 03' 46" and longitude of W 82° 09' 38", Thence, following a straight line in a southerly direction along the Northern Boundary of the Logan County Public Service District approximately 13,200 feet, to a point on the Lincoln County and Wayne County Boundary located on said boundary approximately 5,000 feet North of its intersection with County Route 68 having a latitude of N 38° 02' 43" and longitude of W 82° 11' 40", Thence, in a Northerly direction approximately 108,000 feet along the Lincoln County and Wayne County Boundary to a point on said boundary having a latitude of N 38° 14' 30" and longitude of W 82° 15' 35", Thence, following a straight line due East approximately 29,800 feet to a point on the Sheridan and Carroll Magisterial Districts Boundary having a latitude of N 38° 14' 30" and longitude of W 82° 09' 20", said point also being on the Western Boundary of the Lincoln Public Service District, Thence, in a Southeasterly direction approximately 22,000 feet along the Sheridan and Carroll Magisterial Districts Boundary

and along the Western Boundary of the Lincoln Public Service District to a point of intersection of the Union, Sheridan and Carroll Magisterial Districts Boundary having a latitude of N 38° 12' 24" and longitude of W 82° 08' 08", Thence in a Southeasterly direction approximately 6,200 feet along the Sheridan and Union Magisterial Districts boundary and along the Western Boundary of the Lincoln Public Service District to a point of intersection of the Sheridan, Union and Laurel Hill Magisterial Districts Boundary having a latitude of N 38° 11' 38" and longitude of W 82° 07' 38", Thence, in a Southeasterly direction approximately 28,000 feet along the Union and Laurel Hill Magisterial Districts Boundary and along the Western Boundary of the Lincoln Public Service District to a point of intersection of the Laurel Hill, Union, and Jefferson Magisterial Districts Boundary having a latitude of N 38° 08' 26" and longitude of W 82° 06' 10", Thence, in a Southeasterly direction approximately 16,800 feet along the Laurel Hill and Jefferson Magisterial Districts Boundary and along the Western Boundary of Lincoln Public Service District to a point on said boundaries having a latitude of N 38° 06' 47" and longitude of W 82° 05' 00", Thence, following a straight line due South approximately 10,900 feet along the Western Boundary of Lincoln Public Service District to the Point of Beginning.

**METES AND BOUNDS OF
LINCOLN PUBLIC SERVICE DISTRICT
AS REVISED**

Beginning at a point in Big Coal River at the mouth of Little Coal River, said point having a latitude of N 38° 16' 20" and a longitude of W 81° 48' 00", Thence S 74° 45' W approximately 2000 feet to a point in Little Coal River, said point also being on the Kanawha and Lincoln County Boundary and having a latitude of N 38° 16' 15" and longitude of W 81° 48' 24"; Thence, approximately 51,000 feet in a Southwesterly direction running with the Lincoln County and Kanawha County Boundary to a point which is the intersection of the Lincoln County, Kanawha County and Boone County Boundaries, said point having a latitude of N 38° 12' 33" and longitude of W 81° 50' 00", Thence approximately 106,100 feet in a Southwesterly direction running with the Lincoln County and Boone County Boundary to a point on said boundary having a latitude of N 38° 05' 00" and longitude of W 81° 57' 50", said point also being the Northeast corner of the Logan County Public Service District Boundary; Thence, following a straight line due West along the Northern Boundary of the Logan County Public Service District approximately 33,790 feet to a point having a latitude of N 38° 05' 00" and longitude of W 82° 05' 00"; said Point also being the South East corner of the Branchland-Midkiff Public Service District Boundary; Thence, following a straight line due North along the Eastern Boundary of the Branchland-Midkiff Public Service District approximately 10,900 feet to a point in the Boundary of the Laurel Hill and Jefferson Magisterial Districts said

point having a latitude of N 38° 06' 47" and longitude of W 82° 05' 00"; Thence approximately 16,800 feet in a Northwesterly direction running with the Jefferson and Laurel Hill Magisterial Districts Boundary to a point of Intersection of the Jefferson, Laurel Hill and Union Magisterial District Boundaries, said point having a latitude of N 38° 08' 26", and a longitude of W 82° 06' 10", said line also being the Eastern Boundary of the Branchland-Midkiff Public Service District; Thence, approximately 28,000 feet in a Northwesterly direction along the Laurel Hill and Union Magisterial Districts Boundary to a point of Intersection of the Laurel Hill, Union and Sheridan Magisterial District Boundaries, said point having a latitude of N 38° 11' 38" and a longitude of W 82° 07' 38", said line also being the Eastern Boundary of the Branchland-Midkiff Public Service District; Thence, approximately 6,200 feet in a Northwesterly direction along the Union and Sheridan Magisterial Districts Boundary to a point of Intersection of the Union, Sheridan and Carroll Magisterial District Boundaries, said point having a latitude of N 38° 12' 24" and a longitude of W 82° 08' 08", said line also being the boundary of the Branchland-Midkiff Public Service District; Thence, approximately 22,000 feet in a Northwesterly direction along the Sheridan and Carroll Magisterial Districts Boundary to a point in said Boundary having a latitude of N 38° 14' 30" and a longitude of W 82° 09' 20", said point also being the Northeast corner of the Branchland-Midkiff Public Service District Boundary; Thence, approximately 9000 feet in a Northeasterly direction along the Sheridan and Carroll Magisterial Districts Boundary to a point in said Boundary having a latitude of N 38° 15' 41" and a longitude of W 82° 08' 51", Thence in a straight line due East approximately 11,400 feet to a point having a latitude of N 38° 15' 41" and a

longitude of W 82° 06' 28", Thence N 56° 30' E approximately 20,000 feet to a point in the Putnam County and Lincoln County Boundary having a latitude of N 38° 17' 24" and a longitude of W 82° 02' 56", Thence, approximately 55,000 feet in an East to Northeasterly direction along the Putnam County and Lincoln County Boundary to a point which is the Intersection of the Lincoln County, Putnam County and Kanawha County Boundaries, having a latitude of N 38° 19' 33" and a longitude of 81° 54' 55", Thence, approximately 44,500 feet in an East to Southeasterly direction along the Lincoln County and Kanawha County Boundary to a point on the Lincoln County and Kanawha County Boundary having a latitude of N 38° 17' 10" and longitude of W 81° 48' 25", said point also being an Intersection of WV State Route No. 214 and the Big Coal River, Thence, approximately 5,600 feet in a Southerly direction along the Big Coal River leaving the Lincoln County and Kanawha County Boundary and being in Kanawha County, said line also being along the original Boundary of the Lincoln Public Service District to the Point of Beginning.

Motion By: Charles N. Vance Second By: Josh Stowers
To approve Alan Holder and Francis Holton's travel request as follows:
August 20-22, August 26-28 and September 22-26, 2019
Vote: Harless Yes Vance Yes Stowers Yes

V. UNFINISHED BUSINESS/POSSIBLE ACTION
None.

VI. NEW BUSINESS

Motion By: Josh Stowers Second By: Charles N. Vance
To approve the bills as submitted for payment
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve the Appointments, Wills and Settlements as submitted by Direl Baker, County Clerk
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve the Exoneration Orders as submitted by Guy Browning, Assessor
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve the Wills done in vacation of the Lincoln County Commission as submitted by Direl Baker, Clerk
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve to re-appoint Rickey Wade to the Lincoln PSD with a term of August 15, 2024
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve to accept the Findings and Recommendations from Paul Ryker regarding the Estate of Lowell R. Bryant, Sr. as submitted
Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Josh Stowers Second By: Charles N. Vance
To approve to accept the resignation of Jeff Lucas from the Pleasant View PSD
Vote: Harless Yes Vance Yes Stowers Yes

MEMBERS

Direl Baker, County Clerk
Josh Stowers, President
Charles N. Vance, Commissioner
Maria "Phoebe" Harless, Commissioner

PRESENT

X
X
X
X

II. APPROVAL OF MINUTES

Motion By: Maria "Phoebe" Harless Second by: Charles N. Vance

To approve the minutes of the regular session of the Lincoln County Commission Meeting that was held on June 3, 2021, at 6:00 p.m.

Vote: Harless Yes Vance Yes Stowers Yes

III. PUBLIC COMMENT

Trish Watson, EMS – Wanted to update the Commission on ambulances. They have 9 trucks with 6 that have more than 200,000 miles. They bought one ambulance and 2 vans. She is asking for 3 new ambulances at \$128,000 per ambulance. 46% of EMS workers have been vaccinated.

Allen Holder – He requested money from FEMA for COVID for equipment and contractual services at a total of \$189,251.74. We will receive 75% from the federal government (\$141,938) first then the remaining 25% will be reimbursed from the state.

IV. DISCUSSION OF CONCERN/POSSIBLE ACTION

Karan May (formerly Karan Ireland) – Lincoln PSD Board

Motion By: Maria "Phoebe" Harless Second by: Charles N. Vance

To approve to appoint Karan May to the Lincoln PSD effective July 1, 2021.

Vote: Harless Yes Vance Yes Stowers Yes

V. UNFINISHED BUSINESS/POSSIBLE ACTION

None.

VI. NEW BUSINESS

Motion By: Charles N. Vance Second by: Maria "Phoebe" Harless

To approve the bills as submitted for payment

Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To accept the resignation of Calvin Dalton from the Harts Community Center Board effective
 October 19, 2021
 Vote: Harless Yes Vance Yes Stowers Yes

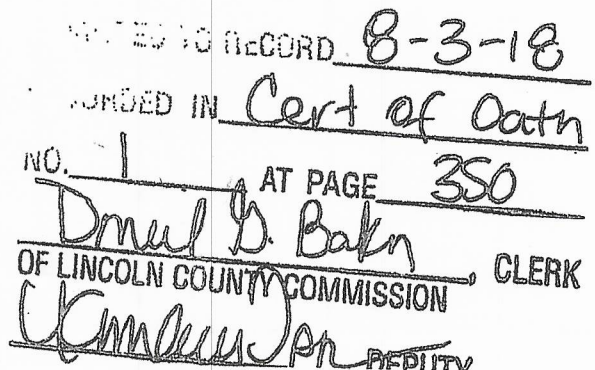
Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To approve the grant application for the 2021 HAVA printing and scanning grant for \$199.99
 for a desk top scanner as submitted by Direl Baker, Clerk and give Josh Stowers, President
 authorization to sign the documents
 Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To approve the grant application for the Records Management and Preservation Board for
 \$8,640.00 for scanning record Index books, \$8,355.74 for map storage cabinets and \$4,750.00
 for record conservation as submitted by Direl Baker, Clerk and give Josh Stowers, President
 authorization to sign the documents
 Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To approve the request for 2 state auditor record books and 2 power of attorney record books at
 a cost of \$346.00 as requested by Direl Baker, Clerk
 Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To approve the request for \$45.00 for maps as requested by Direl Baker, Clerk
 Vote: Harless Yes Vance Yes Stowers Yes

Motion By: Charles N. Vance Second By: Maria "Phoebe" Harless
 To approve to appoint Landin Harper to the Lincoln PSD Board vacancy effective immediately
 Vote: Harless Yes Vance Yes Stowers Yes



Oath of Office

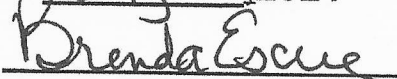
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN

To Wit: "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of a Board Member of the Lincoln Public Service District according to the best of my ability" and "I will not accept or receive, directly or indirectly, any money or other valuable thing from any corporation, company or person, for any vote or influence I may give or withhold, as a Board Member of the Lincoln Public Service District any bill, resolution or appropriation, or any act I may do or perform as a Board Member of the Lincoln Public Service District."


Karen Ireland

Board Member of the Lincoln Public Service District

Subscribed and sworn to before me this 8th day
of July, 2021

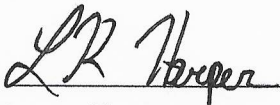

Brenda Escue

Chairperson of the Lincoln Public
Service District

Oath of Office

STATE OF WEST VIRGINIA
COUNTY OF LINCOLN

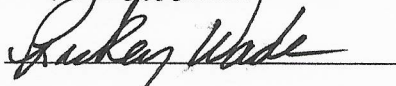
To Wit: "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of a Board Member of the Lincoln Public Service District according to the best of my ability" and "I will not accept or receive, directly or indirectly, any money or other valuable thing from any corporation, company or person, for any vote or influence I may give or withhold, as a Board Member of the Lincoln Public Service District any bill, resolution or appropriation, or any act I may do or perform as a Board Member of the Lincoln Public Service District."



Landin Harper

Board Member of the Lincoln Public Service District

Subscribed and sworn to before me this 18 day
of November, 2021



Board Member of the Lincoln Public
Service District

LINCOLN PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: LINCOLN PUBLIC SERVICE DISTRICT.

Section 2. The principal office of Lincoln Public Service District (the "District") is located in Alum Creek, Kanawha County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Lincoln Public Service District, and in the center shall be inscribed the corporate seal.

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Board of the District (the "Board") shall be those persons appointed by The County Commission of Lincoln County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV
MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings, at such place and hour as the members shall determine from time to time and noticed pursuant to Article IV Section 4 of these rules. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Board, two (2) members shall constitute a quorum. Each member of the Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least two (2) days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted. No business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended, notice of the date, time, place and agenda of all regularly scheduled meetings of the Board, and the date, time, place and purpose of all special meetings of the Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Board at the front door or bulletin board of the office of the District and, if different from the office, at the front door or bulletin board of the place fixed for regular meetings of the Board not less than three (3) business days before a regularly scheduled meeting is to be held, stating the date, time and place fixed and entered of record by the Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Board not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Board at the front door or bulletin board of the office of the District and at the front door or bulletin board of the place fixed for the regular meetings of the Board not less than two (2) business days before a special meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. In addition, a copy of the agenda listing the matters requiring official action that may be addressed at the meeting for each special meeting shall be posted at the same locations by the Secretary of the Board not less than two (2) business days before such special meeting is to be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

For the purposes of calculating the number of days in any notice period based upon business days, Saturdays, Sundays, legal holidays and the day of the meeting are not counted.

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

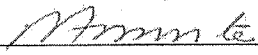
Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII
AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted: March 11, 2015



Chairman

LINCOLN PUBLIC SERVICE DISTRICT

\$447,231 Funding Assistance
(West Virginia DWTRF)

EXCERPT OF MINUTES ON CONFIRMATION OF
OFFICERS, ADOPTION OF FUNDING ASSISTANCE
RESOLUTION AND DRAW RESOLUTION AND
APPROVAL OF GRANT AGREEMENT

The undersigned SECRETARY of Lincoln Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service District:

Lincoln Public Service District met in regular session, pursuant to notice duly posted, on 23rd day of February, 2023, in Alum Creek, West Virginia, at the hour of 4:00 pm.

PRESENT Karan May, Treasurer
 Landin Harper, Boardmember
 Ricky Wade, Boardmember (via phone)
 Jonathan Escue, Assistant Manager
 Todd Swanson, Steptoe & Johnson

ABSENT Landin Harper, Chairman

The announcement was made that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote, the following members were elected at a previous meeting of the Public Service Board to the following offices for the 2023 calendar year:

Landin Harper	-	Chairman
Karan May	-	Secretary

Motion made and seconded to appoint Karan May as acting Chairman for this meeting to sign related documents in the physical absence of the current Chairman.

Motion made and seconded to appoint Jonathan Escue as acting Secretary for this meeting to sign related documents in the physical absence of the current Secretary.

Thereupon, the Chairman presented a proposed Funding Assistance Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND
CONSTRUCTION OF CERTAIN IMPROVEMENTS AND

EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF THE LINCOLN PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$447,231 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Funding Assistance Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Draw Resolution be adopted.

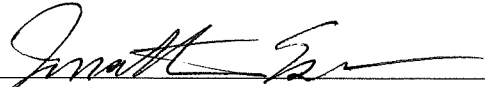
Next, the Chairman presented a Grant Agreement from the West Virginia Infrastructure and Jobs Development Council. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Grant Agreement be approved.

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of Lincoln Public Service District and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

Dated: March 9, 2023.


Secretary

LINCOLN PUBLIC SERVICE DISTRICT

\$447,231 Funding Assistance
(West Virginia DWTRF)

EXCERPT OF MINUTES ON CONFIRMATION OF
OFFICERS, ADOPTION OF FUNDING ASSISTANCE
RESOLUTION AND DRAW RESOLUTION AND
APPROVAL OF GRANT AGREEMENT

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PRESENT Karan May, Treasurer
 Landin Harper, Boardmember
 Ricky Wade, Boardmember (via phone)
 Jonathan Escue, Assistant Manager
 Todd Swanson, Steptoe & Johnson

ABSENT Landin Harper, Chairman

The announcement was made that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote, the following members were elected at a previous meeting of the Public Service Board to the following offices for the 2023 calendar year:

Landin Harper	-	Chairman
Karan May	-	Secretary

Motion made and seconded to appoint Karan May as acting Chairman for this meeting to sign related documents in the physical absence of the current Chairman.

Motion made and seconded to appoint Jonathan Escue as acting Secretary for this meeting to sign related documents in the physical absence of the current Secretary.

Thereupon, the Chairman presented a proposed Funding Assistance Resolution in writing entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND
CONSTRUCTION OF CERTAIN IMPROVEMENTS AND

EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF THE LINCOLN PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$447,231 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Funding Assistance Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Draw Resolution be adopted.

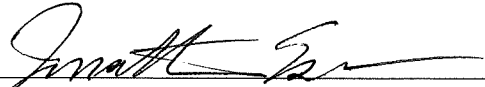
Next, the Chairman presented a Grant Agreement from the West Virginia Infrastructure and Jobs Development Council. Thereupon, on motion duly made by Karan May and seconded by Ricky Wade, it was unanimously ordered that the said Grant Agreement be approved.

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of Lincoln Public Service District and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

Dated: March 9, 2023.


Secretary

GRANT AGREEMENT
(2019W-1806)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), at the direction of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the LINCOLN PUBLIC SERVICE DISTRICT (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 \$665,000, of which \$165,000 is for the bid overrun (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. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority. Unless agreed to by the Council prior to the commencement of construction, the Grant shall be the last dollars expended on the Project.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

5. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit B, unless the Council and Authority are provided replacement instructions in writing.

6. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

7. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

8. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

9. The Governmental Agency has provided the Authority and Council the verification required by (d)(2)(A) of Chapter 12, Article 4, Section 14 of the West Virginia Code (the "Reporting Act"). The Governmental Agency shall and hereby agrees and covenants to comply with the audit and/or agreed upon procedure requirement of the Reporting Act, Legislative Rule Title 148, Section 18 and State Auditor and Chief Inspector guidance. The Governmental Agency shall and agrees to file with the Authority and Council the reports and sworn statements required by (b)(3) of the Reporting Act within two years of the end of each fiscal year in which disbursements are made under this Grant. The reports shall be made by an independent certified public accountant at the sole cost of the Governmental Agency. NOTICE: The Authority is required to report the failure to timely file the reports and sworn statement of expenditures to the West Virginia State Auditor. The Authority shall maintain copies of the reports and sworn statements and shall make them available for public inspection.

10. The verification form attached as Exhibit C must be completed and returned to the Authority prior to the closing of the Grant.

11. The Governmental Agency and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity as defined in the Reporting Act, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

12. The Authority, the Council and the Governmental Agency shall comply with the conflicts of interest rules adopted by the West Virginia State Auditor.

13. This Grant Agreement will expire on February 28, 2025 (the "Expiration Date"), unless extended at the direction of Council.

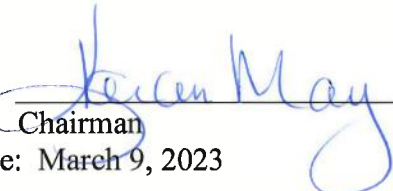
14. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

15. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[Remainder of page intentionally left blank]

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.

LINCOLN PUBLIC SERVICE DISTRICT

By: 
Its: Chairman
Date: March 9, 2023

(SEAL)

Attest:


Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: March 9, 2023

(SEAL)

Attest:

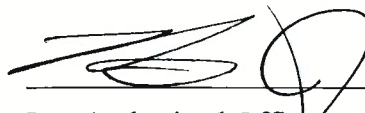

Its: Authorized Officer

Exhibit A

Project Description (IJDC #2019W-1806)

The Project consists of the acquisition and construction of replacement of the Alum Creek Water Storage Tank with a new 300,000 gallon tank, including some piping, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-
Location: Alum Creek, Lincoln County

Governmental Agency:	Lincoln Public Service District
Address:	P.O. Box 38 240 Little Coal River Road Alum Creek, WV 25003
Grant Amount:	Up to \$665,000
Fiscal Year:	July 1 – June 30
FEIN:	55-0476913

Special Condition – The \$165,000 bid overrun amount shall only be used for the specific items approved by the Funding Committee unless otherwise approved by Council.

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

**LINCOLN PUBLIC SERVICE DISTRICT
IJDC #2019W-1806**

Payor:	West Virginia Infrastructure & Jobs Development
Council	
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Lincoln Public Service District
	P.O. Box 38
	240 Little Coal River Road
	Alum Creek, WV 25003
Contact Name:	_____
Telephone:	(304) _____
Bank Name:	Community Trust Bank
Bank Street Address:	315 Midway Road, Alum Creek, WV 25003
Bank Contact:	_____
Telephone:	(304) 756-3317
ABA:	_____
Account #:	_____
Account Name:	Lincoln Cuntty New Tank Project

Exhibit C

STATE GRANT AWARD
VERIFICATION
(WVIJDC # 2019W-1806)

Under penalty of law for false swearing (WV Code §61-5-3), the undersigned Karen May, an authorized representative of the Lincoln Public Service District, certifies that by signing this sworn statement, the Lincoln Public Service District and all related parties have filed all reports and sworn statements of expenditure for state grants received as required by West Virginia Code Chapter 12, Article 4, Section 14.

Witness my signature this 23rd day of February, 2023.

By: Karen May
Print Name Karen May
Print Title Chairman

STATE OF WEST VIRGINIA
COUNTY OF Lincoln

The foregoing instrument was subscribed and sworn to me by Karen May
on this 23rd day of February, 2023.

My commission expires: 2/17/2024

[SEAL]



[Signature]
NOTARY PUBLIC

Lincoln County Commission

Lincoln County

COUNTY COMMISSIONERS
JOSH STOWERS, PRESIDENT
CHARLES VANCE
MARIA "PHOEBE" HARLESS

P.O. Box 497
Hamlin, West Virginia 25523
304-824-7990 ext. 221
FAX: 304-824-2444

MARY NAPIER, CAO

RESOLUTION

The Lincoln County Commission met on May 6, 2021, with a quorum present and passed the following resolution.

Be it resolved that the Lincoln County Commission hereby authorizes Josh Stowers, President of the Lincoln County Commission, to act on its behalf to authorize the use of \$250,000.00 of the total American Rescue Plan Act funds received, to provide funding for the Alum Creek Water Tank Project.



Josh Stowers, President



Phoebe Harless, Commissioner

Charles Vance, Commissioner

CERTIFICATE OF COVERAGE					Issue Date:	2/15/2023
THIS CERTIFICATE OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED COVERAGE CONTRACT EXPRESSLY PROVIDES. THIS CERTIFICATE OF COVERAGE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE COVERAGE CONTRACT REFERENCED IN THIS CERTIFICATE OF COVERAGE						
PRODUCER:	Risk Management Programs, Inc. 1819 Electric Road, Suite C Roanoke, VA 24018		CONTACT NAME:	Raevyn Allen		
			PHONE:	(844) 986-2705		
			EMAIL:	rallen@riskprograms.com		
MEMBER:	Lincoln PSD PO Box 38 Alum Creek, WV 25003		COMPANIES AFFORDING COVERAGE			
			COMPANY A:	West Virginia Communities Risk Pool		
COVERAGES						
This is to certify that the coverages listed below have been issued to the member named above for the contract period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverages described herein is subject to all the terms, exclusions and conditions of such coverage contracts. Limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF COVERAGE	CONTRACT NUMBER	CONTRACT EFFECTIVE DATE	CONTRACT EXPIRATION DATE	LIMITS / DEDUCTIBLES	
A	GENERAL LIABILITY ☒ Occurrence	WV-LI-022P-23	07/01/2022	07/01/2023	Each Occurrence	Lim. \$1,000,000
					Fire Damage (Any one fire)	Lim. \$100,000
					General Aggregate	Lim. NONE
					Personal & ADV Injury	Lim. \$1,000,000
					Products - Comp/OP	Lim. \$1,000,000
					General Liability	Ded. \$0
A	AUTOMOBILE LIABILITY ☒ All Owned Autos ☐ Hired Autos ☐ Scheduled Autos ☐ Non-Owned Autos	WV-LI-022P-23	07/01/2022	07/01/2023		
					Combined Single Limit	Lim. \$1,000,000
					Auto Liability	Ded. \$0
A	AUTOMOBILE PHYSICAL DAMAGE	WV-LI-022P-23	07/01/2022	07/01/2023	Collision (ACV)	Ded. \$500
					Comprehensive (ACV)	Ded. \$500
A	CRIME	WV-LI-022P-23	07/01/2022	07/01/2023	Blanket	Lim. \$250,000
					Per Occurrence	Ded. \$250
A	EXCESS LIABILITY ☒ Excess General Liability ☒ Excess Automobile Liability ☐ Excess Law Enforcement Liability ☒ Excess Public Officials Liability ☐ Excess Educators Legal Liability ☒ Other than Umbrella Form	WV-LI-022P-23	07/01/2022	07/01/2023	Excess Automobile Liability - Aggregate	Lim. NONE
					Excess Automobile Liability - Each Occurrence	Lim. \$1,000,000
					Excess General Liability - Aggregate	Lim. NONE
					Excess General Liability - Each Occurrence	Lim. \$1,000,000
					Excess Public Officials Liability - Aggregate	Lim. \$1,000,000
					Excess Public Officials Liability - Each Occurrence	Lim. \$1,000,000
A	INLAND MARINE	WV-LI-022P-23	07/01/2022	07/01/2023	Blanket per Schedule on File.	
A	PROPERTY	WV-LI-022P-23	07/01/2022	07/01/2023	Blanket per Schedule on File.	
					Building & Contents	Ded. \$500

A	PUBLIC OFFICIALS LIABILITY ☒ Occurrence	WV-LI- 022P-23	07/01/2022	07/01/2023	Aggregate	Lim. \$1,000,000
					Each Wrongful Act	Lim. \$1,000,000
					Per Occurrence	Ded. \$2,500
CERTIFICATE HOLDER				Authorized Representative		
WV WDA 1009 Bullitt Street Charleston, WV 25301						

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

350 CAPITOL STREET, ROOM 313

CHARLESTON, WV 25301-3713

Telephone (304) 558-2981

PERMIT

(Water)

PROJECT: Alum Creek Tank Replacement & New Raw Water Intake**PERMIT NO.:** 20,570**LOCATION:** Alum Creek**COUNTY:** Lincoln**DATE:** 8-4-2020

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Lincoln PSD
250 Little Coal River Road
Alum Creek, WV 25003

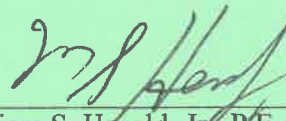
is hereby granted approval to replace the existing 105,000 gallon Alum Creek Water Storage tank with a new 300,000 gallon tank and to replace the existing raw water intake with a new raw water intake with a hydroburst screen cleaning system and a diversion wall to sedimentation in the vicinity of the intake.

NOTE: This permit is contingent upon 1) The new tank being disinfected, flushed, and bacteriologically tested prior to use; and 2) Enclosing the new tank with a minimum six (6) feet high fence with a lockable gate.

The Environmental Engineering Division of the OEHS St. Albans District Office, (304) 722-0611, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health. Water permits become null & void if no construction is started four (4) years after the permit date of issuance.

FOR THE DIRECTOR,



William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:hc

pc:  The Thrasher Group, Inc.
Jim Weimer, PE, PSC
Lincoln County Health Department
OEHS-EED St. Albans District Office

EW-100

06/2010

Office Use Only

Date Received 7-2-20
Date Approved 8-4-20
Approved by WJH
Permit Number 20370

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Public Health
Office of Environmental Health Services
350 Capitol Street, Room 313
Charleston, WV 25301-3713
Phone: 304-558-2981 Fax: 304-558-0691

**PUBLIC WATER SUPPLY SYSTEM APPLICATION
FOR A PERMIT TO CONSTRUCT, ALTER, OR RENOVATE**
(Please Prepare in 4 Copies)

APPLICANT: Lincoln Public Service District

STREET OR PO BOX: 250 Little Coal River

CITY: Alum Creek STATE: WV ZIP: 25003

TELEPHONE: 304-756-2520 E-MAIL: lincolnpsd@gmail.com

ENGINEERING FIRM: The Thrasher Group, Inc.

STREET OR PO BOX 300 Association Drive TELEPHONE: 304-343-7601

CITY: Charleston STATE: WV ZIP: 25311

TELEPHONE: 304-343-7601 E-MAIL: rboustany@thethrashergrout

IN ACCORDANCE WITH TITLE 64, SERIES 3, PUBLIC WATER SUPPLY REGULATIONS OF THE WEST VIRGINIA DIVISION OF HEALTH, WE HEREBY MAKE APPLICATION TO CONSTRUCT, ALTER, OR RENOVATE AS FOLLOWS:

Replacement of Existing 100,000 gallon water storage tank with
300,000-gallon water storage tank and raw water intake rehabilitation



Signature of Applicant or Authorized Agent

7/1/2020

Date

NOTE: A \$300 application fee must accompany a permit application (\$150 application fee for a water well permit application). Make check or money order payable to "West Virginia Department of Health and Human Resources". Cash not accepted. Permit applications which include both water and sewer systems require only a single \$300 fee.

EG-5
08/2012

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Public Health
Office of Environmental Health Services
Environmental Engineering Division
350 Capitol Street, Room 313
Charleston, WV 25301-3713
Phone: 304-558-2981 Fax: 304-558-0691

WATER SYSTEM DESIGN INFORMATION AND DATA SHEET

Complete all portions of the Design Data Sheet applicable to the project. Omission of required information will result in the application being denied. When both sewer system and water system are to be constructed, Design Data Sheets for both sewage and water must be completed and attached to the application.

Applicant Lincoln Public Service District

Project Location Alum Creek, WV

County Lincoln

Number of customers 2,461 or Estimated population or population equivalent served _____

Number of home sites _____ Number of manufactured home sites _____

Estimated peak flow _____ gpm

Minimum consumer pressure (static/residual) 60 / 80 psi

Source of Supply: Lincoln Public Service District
(name of utility)

Municipal _____ Public Service District ☒ Private Well _____

Other _____
(specify)

Pressure at connection to public supply (static/residual) _____ / _____ psi

Capacity of well, if applicable _____ gpm

Type of system Gravity ☒ Hydropneumatic _____

Other _____
(specify)

Length of water lines of each size _____

YES	NO	
_____	_____	Details of well construction attached
_____	_____	Fire hydrants to be installed (hydraulic calculations <u>must</u> be included)
_____	_____	Storage tank required Size of tank <u>300,000</u> gallons
_____	_____	Elevation of top and bottom of storage tank _____ / _____
_____	_____	Booster station required Size of station _____ gpm
_____	_____	Pressure reducing station required
_____	_____	Details of water treatment equipment (if applicable)
_____	_____	Chlorination Contact time _____ minutes

WEST VIRGINIA MUNICIPAL BOND COMMISSION**NEW ISSUE REPORT FORM**

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: _____

3/9/2023

ISSUE: Lincoln PSDFunding Assistance (DWTRF)ADDRESS: PO Box 38, Alum Creek, WV 25003COUNTY: LincolnPURPOSE OF ISSUE: x New Money
 RefundingRefunding issue(s) dated: NAISSUE DATE: March 9, 2023RATE: 0% forgivable ADMIN FEE: NAISSUE AMOUNT: \$ 447,2311st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: NABOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson KellyContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@jacksonkelly.comCLOSING BANK: Community Trust Bank

ESCROW TRUSTEE: _____

Contact Name: _____

Contact Name: _____

Phone: 304.756.3317

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: _____

Contact Name: Jonathan EscueContact Name: Chris ThomasTitle: Assistant Manager

Title: _____

Phone: 304.756.2520Phone: 304.356.4325Email: lincolnpd@gmail.comEmail: Christopher.W.Thomas@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons.Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Loan is forgivable. No accounts are established at the MBC

FOR MUNIICIPAL BOND COMMISSION USE ONLY:



**STEPTOE &
JOHNSON**
P L L C
ATTORNEYS AT LAW

Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.stepto-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team
From: John C. Stump, Esquire
Date: March 9, 2023
Re: Lincoln Public Service District
PO Box 38, Alum Creek, WV 25003
IJDC No. 2019W-1806
DWTRF No. 22DWTRFA016

DISBURSEMENTS TO LINCOLN PUBLIC SERVICE DISTRICT

Payor: West Virginia Bureau for Public Health
Source: Funding Assistance – Forgivable Loan
Amount: \$15,000
Form: Wire Transfer
Bank: Community Trust Bank
315 Midway Road, Alum Creek, WV 25003
Routing #: 042102694
Acct. No.: 4004474203
Contact: 304.756.3317
Account: Lincoln County New Tank Project