LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

Closing Date: February 7, 2019

TRANSCRIPT OF PROCEEDINGS

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State of West Virginia
WATER DEVELOPMENT AUTHORITY
1009 Bullitt Street, Charleston, WV 25301
(304)414-6500 – (304)414-0865 (Fax)
Internet: www.wvwda.org – Email: contact@wvwda.org

Date 2/6/19 Time 10:30 am LGA Logan Co PSD Program IUDC

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500	304-414-0865	smiller@wvwda.org.
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The Authority requests that they following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name William Baisden Telephone 304-946-2641 E-Mail wb@lcpsd.com

Address P.O. Box 506, Logan, WV 25601

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the Non-Arbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code 1986 as amended.

WV Code §16-13a

§16-13A-1. Legislative findings.

The Legislature of the State of West Virginia hereby determines and finds that the present system of public service districts within the state has provided a valuable service at a reasonable cost to persons who would otherwise have been unable to obtain public utility services. To further this effort, and to insure that all areas of the state are benefiting from the availability of public service district utility services and to further correct areas with health hazards, the Legislature concludes that it is in the best interest of the public to implement better management of public service district resources by expanding the ability and the authority of the Public Service Commission to assist public service districts by offering advice and assistance in operational, financial and regulatory affairs.

In addition to the expanded powers which shall be given to the Public Service Commission, the Legislature also concludes that it is in the best interest of the public for each county commission to review current technology available and consider consolidating existing public service districts where it is feasible and will not result in the interference with existing bond instruments. Further, if such consolidation is not feasible, the Legislature finds that it is in the best interest of the public for each county commission to review current technology available and consider consolidating or centralizing the management of public service districts within its county or multicounty area to achieve efficiency of operations. The Legislature also finds that additional guidelines should be imposed on the creation of new public service districts and that county commissions shall dissolve inactive public service districts as hereinafter provided. The Legislature also finds that the Public Service Commission shall promulgate rules and regulations to effectuate the expanded powers given to the commission relating to public service districts.

§16-13A-1a. Jurisdiction of the Public Service Commission.

The jurisdiction of the Public Service Commission relating to public service districts shall be expanded to include the following powers and the powers shall be in addition to all other powers of the Public Service Commission set forth in this code:

(a) To study, modify, approve, deny or amend the plans created under section one-b of this article for consolidation or merger of public service districts and their facilities, personnel or administration;

(b) To petition the appropriate circuit court for the removal of a public service district board member or members; and

(c) To create by general order a separate division within the Public Service Commission to provide assistance to public service districts in technological, operational, financial and regulatory matters, including, upon written request of the public service board, assistance to the board in deliberations regarding a proposed rate change or project.

§16-13A-1b. County commissions to develop plan to create, consolidate, merge, expand or dissolve public service districts.

Each county commission shall conduct a study of all public service districts which have their principal offices within its county and shall develop a plan relating to the creation, consolidation, merger, expansion or dissolution of such districts or the consolidation or merger of management and administrative services and personnel and shall present such plan to the Public Service Commission for approval, disapproval, or modification: Provided, That within ninety days of the effective date of this section each county commission in this state shall elect either to perform its own study or request that the Public Service Commission perform such study. Each county commission electing to perform its own study has one year from the date of election to present such plan to the Public Service Commission. For each county wherein the county commission elects not to perform its own study, the Public Service Commission shall conduct a study of such county. The Public Service Commission shall establish a schedule for such studies upon a priority basis, with those counties perceived to have the greatest need of creation or consolidation of public service districts receiving the highest priority. In establishing the priority schedule, and in the performance of each study, the bureau of public health and the Division of Environmental Protection shall offer their assistance and cooperation to the Public Service Commission. Upon completion by the Public Service Commission of each study, it shall be submitted to the appropriate county commission for review and comment. Each county commission has six months in which to review the study conducted by the Public Service Commission, suggest changes or modifications thereof, and present such plan to the Public Service Commission. All county plans, whether conducted by the county commission itself or submitted as a result of a Public Service Commission study, shall, by order, be approved, disapproved or modified by the Public Service Commission in accordance with rules promulgated by the Public Service Commission and such order shall be implemented by the county commission.

§16-13A-1c. General purpose of districts.

Any territory constituting the whole or any part of one or more counties in the state so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of, properties supplying water, sewerage or stormwater services or gas distribution services or all of these within such territory, will be conducive to the preservation of the public health, comfort and convenience of such area, may be constituted a public service district under and in the manner provided by this article. The words "public service properties," when used in this article, shall mean and include any facility used or to be used for or in connection with: (1) The diversion, development, pumping, impounding, treatment, storage, distribution or furnishing of water to or for the public for industrial, public, private or other uses (herein sometimes referred to as "water facilities"); (2) the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (herein sometimes referred to as "sewer facilities" or "landfills"); (3) the distribution or the furnishing of natural gas to the public for industrial, public, private or other uses (herein sometimes referred to as "gas utilities or gas system"); or (4) the collection, control or disposal of stormwater (herein sometimes referred to as "stormwater system" or "stormwater systems"), or (5) the management, operation, maintenance and control of stormwater and stormwater systems (herein sometimes

referred to as "stormwater management program" or "stormwater management programs"). As used in this article "stormwater system" or "stormwater systems" means a stormwater system in its entirety or any integral part thereof used to collect, control or dispose of stormwater, and includes all facilities, structures and natural water courses used for collecting and conducting stormwater to, through and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: Inlets, conduits, outlets, channels, ponds, drainage easements, water quality facilities, catch basins, ditches, streams, gulches, flumes, culverts, siphons, retention or detention basins, dams, floodwalls, pipes, flood control systems, levies and pumping stations: Provided, That the term "stormwater system" or "stormwater systems" does not include highways, road and drainage easements, or stormwater facilities constructed, owned or operated by the West Virginia Division of Highways. As used in this article "stormwater management program" or "stormwater management programs" means those activities associated with the management, operation, maintenance and control of stormwater and stormwater systems, and includes, but is not limited to, public education, stormwater and surface runoff water quality improvement, mapping, planning, flood control, inspection, enforcement and any other activities required by state and federal law: Provided, however, That the term "stormwater management program" or "stormwater management programs" does not include those activities associated with the management, operation, maintenance and control of highways, road and drainage easements, or stormwater facilities constructed, owned or operated by the West Virginia Division of Highways without the express agreement of the commissioner of highways.

§16-13A-2. Creation of districts by county commission; enlarging, reducing, merging, or dissolving district; consolidation; agreements, etc.; infringing upon powers of county commission; filing list of members and districts with the Secretary of State.

(a) The county commission of any county may propose the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district by any of the following methods: (1) On its own motion by order duly adopted, (2) upon the recommendation of the Public Service Commission, or (3) by petition of twenty-five percent of the registered voters who reside within the limits of the proposed public service district within one or more counties. The petition shall contain a description, including metes and bounds, sufficient to identify the territory to be embraced therein and the name of such proposed district: Provided, That after the effective date of this section, no new public service district shall be created, enlarged, reduced, merged, dissolved or consolidated under this section without the written consent and approval of the Public Service Commission, which approval and consent shall be in accordance with rules promulgated by the Public Service Commission and may only be requested after consent is given by the appropriate county commission or commissions pursuant to this section. Any territory may be included regardless of whether or not the territory includes one or more cities, incorporated towns or other municipal corporations which own and operate any public service properties and regardless of whether or not it includes one or more cities, incorporated towns or other municipal corporations being served by privately owned public service properties: Provided, however, That the same territory shall not be included within the boundaries of more than one public service district except where the territory or part thereof is included within the boundaries of a separate public service district organized to supply water, sewerage services, stormwater services or gas facilities not being furnished within such territory or part thereof: Provided further, That no city, incorporated town or other municipal corporation shall be

included within the boundaries of the proposed district except upon the adoption of a resolution of the governing body of the city, incorporated town or other municipal corporation consenting.

(b) The petition shall be filed in the office of the clerk of the county commission of the county in which the territory to constitute the proposed district is situated, and if the territory is situated in more than one county, then the petition shall be filed in the office of the clerk of the county commission of the county in which the major portion of the territory extends, and a copy thereof (omitting signatures) shall be filed with each of the clerks of the county commission of the other county or counties into which the territory extends. The clerk of the county commission receiving such petition shall present it to the county commission of the county at the first regular meeting after the filing or at a special meeting called for the consideration thereof.

(c) When the county commission of any county enters an order on its own motion proposing the creation, enlargement, reduction, merger, dissolution or consolidation of a public service district, as aforesaid, or when a petition for the creation is presented, as aforesaid, the county commission shall at the same session fix a date of hearing in the county on the creation, enlargement, reduction, merger, dissolution or consolidation of the proposed public service district, which date so fixed shall be not more than forty days nor less than twenty days from the date of the action. Within ten days of fixing the date of hearing, the county commission shall provide the Executive Secretary of the Public Service Commission with a copy of the order or petition and notification of the time and place of the hearing to be held by the county commission. If the territory proposed to be included is situated in more than one county, the county commission, when fixing a date of hearing, shall provide for notifying the county commission and clerk thereof of each of the other counties into which the territory extends of the date so fixed. The clerk of the county commission of each county in which any territory in the proposed public service district is located shall cause notice of the hearing and the time and place thereof, and setting forth a description of all of the territory proposed to be included therein to be given by publication as a Class I legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for the publication shall be by publication in each city, incorporated town or municipal corporation if available in each county in which any territory in the proposed public service district is located. The publication shall be at least ten days prior to the hearing.

(d) In all cases where proceedings for the creation, enlargement, reduction, merger, dissolution or consolidation of the public service districts are initiated by petition as aforesaid, the person filing the petition shall advance or satisfactorily indemnify the payment of the cost and expenses of publishing the hearing notice, and otherwise the costs and expenses of the notice shall be paid in the first instance by the county commission out of contingent funds or any other funds available or made available for that purpose. In addition to the notice required herein to be published, there shall also be posted in at least five conspicuous places in the proposed public service district, a notice containing the same information as is contained in the published notice. The posted notices shall be posted not less than ten days before the hearing.

(e) All persons residing in or owning or having any interest in property in the proposed public service district shall have an opportunity to be heard for and against its creation, enlargement, reduction, merger, dissolution or consolidation. At the hearing the county commission before

which the hearing is conducted shall consider and determine the feasibility of the creation, enlargement, reduction, merger, dissolution or consolidation of the proposed district. If the county commission determines that the construction or acquisition by purchase or otherwise and maintenance, operation, improvement and extension of public service properties by the public service district will be conducive to the preservation of public health, comfort and convenience of such area, the county commission shall by order create, enlarge, reduce, merge, dissolve or consolidate such public service district. If the county commission, after due consideration, determines that the proposed district will not be conducive to the preservation of public health, comfort or convenience of the area or that the creation, enlargement, reduction, merger, dissolution or consolidation of the proposed district as set forth and described in the petition or order is not feasible, it may refuse to enter an order creating the district or it may enter an order amending the description of the proposed district and create, enlarge, reduce, merge, dissolve or consolidate the district as amended.

(f) If the county commission determines that any other public service district or districts can adequately serve the area of the proposed public service district, whether by enlargement, reduction, merger, dissolution or consolidation, it shall refuse to enter the order, but shall enter an order creating, enlarging, reducing, merging, dissolving or consolidating the area with an existing public service district, in accordance with rules adopted by the Public Service Commission for such purpose: Provided, That no enlargement of a public service district may occur if the present or proposed physical facilities of the public service district are determined by the appropriate county commission or the Public Service Commission to be inadequate to provide such enlarged service. The clerk of the county commission of each county into which any part of such district extends shall retain in his office an authentic copy of the order creating, enlarging, reducing, merging, dissolving or consolidating the district: Provided, however, That within ten days after the entry of an order creating, enlarging, reducing, merging, dissolving or consolidating a district, such order must be filed for review and approval by the Public Service Commission. The Public Service Commission may provide a hearing in the affected county on the matter and may approve, reject or modify the order of the county commission if it finds it is in the best interests of the public to do so. The Public Service Commission shall adopt rules relating to such filings and the approval, disapproval or modification of county commission orders for creating, enlarging, merging, dissolving or consolidating districts. The provisions of this section shall not apply to the implementation by a county commission of an order issued by the Public Service Commission pursuant to this section and section one-b, of this article.

(g) The county commission may, if in its discretion it deems it necessary, feasible and proper, enlarge the district to include additional areas, reduce the area of the district, where facilities, equipment, service or materials have not been extended, or dissolve the district if inactive or create or consolidate two or more such districts. If consolidation of districts is not feasible, the county commission may consolidate and centralize management and administration of districts within its county or multicounty area to achieve efficiency of operations: Provided, That where the county commission determines on its own motion by order entered of record, or there is a petition to enlarge the district, merge and consolidate districts, or the management and administration thereof, reduce the area of the district or dissolve the district if inactive, all of the applicable provisions of this article providing for hearing, notice of hearing and approval by the Public Service Commission shall apply. The Commission shall at all times attempt to bring about

the enlargement or merger of existing public service districts in order to provide increased services and to eliminate the need for creation of new public service districts in those areas which are not currently serviced by a public service district: Provided, however, That where two or more public service districts are consolidated pursuant to this section, any rate differentials may continue for the period of bonded indebtedness incurred prior to consolidation. The districts may not enter into any agreement, contract or covenant that infringes upon, impairs, abridges or usurps the duties, rights or powers of the county commission, as set forth in this article, or conflicts with any provision of this article.

(h) A list of all districts and their current board members shall be filed by the county commission with the Secretary of State and the Public Service Commission by July 1, of each year.

§16-13A-3. District to be a public corporation and political subdivision; powers thereof; public service boards.

From and after the date of the adoption of the order creating any public service district, it is a public corporation and political subdivision of the state, but without any power to levy or collect ad valorem taxes. Each district may acquire, own and hold property, both real and personal, in its corporate name, and may sue, may be sued, may adopt an official seal and may enter into contracts necessary or incidental to its purposes, including contracts with any city, incorporated town or other municipal corporation located within or without its boundaries for furnishing wholesale supply of water for the distribution system of the city, town or other municipal corporation, or for furnishing storm water services for the city, town or other municipal corporation, and contract for the operation, maintenance, servicing, repair and extension of any properties owned by it or for the operation and improvement or extension by the district of all or any part of the existing municipally owned public service properties of any city, incorporated town or other municipal corporation included within the district: Provided, That no contract shall extend beyond a maximum of forty years, but provisions may be included therein for a renewal or successive renewals thereof and shall conform to and comply with the rights of the holders of any outstanding bonds issued by the municipalities for the public service properties.

The powers of each public service district shall be vested in and exercised by a public service board consisting of not less than three members who shall be persons residing within the district, who possess certain educational, business or work experience which will be conducive to operating a public service district. In the event the public service district is providing any utility service and billing rates and charges to its customers, at least one board member shall be a rate-paying residential customer of the public service district: Provided, That if an existing public service board does not have a member who is a rate-paying residential customer of the public service district on July 1, 2013, the next following appointment to the board shall be a rate-paying residential customer of that public service district. For purposes of this section, "rate-paying residential customer" means a person who:

(1) In the case of a water or sewer public service district, is physically connected to and actively receiving residential public service district utility services; or

(2) In the case of a storm water public service district, has storm water conveyed away from the residential property by a utility owned system; and

(3) Has an active account in good standing and is the occupier of the residential property which is on the public service district utility service account.

Each board member shall, within six months of taking office, successfully complete the training program to be established and administered by the Public Service Commission in conjunction with the Department of Environmental Protection and the Bureau for Public Health. Board members shall not be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service, or in furnishing any supplies or materials to the district nor shall a former board member be hired by the district in any capacity within a minimum of twelve months after board member's term has expired or such board member has resigned from the district board. The members shall be appointed in the following manner:

Each city, incorporated town or other municipal corporation having a population of more than three thousand but less than eighteen thousand is entitled to appoint one member of the board, and each city, incorporated town or other municipal corporation having a population in excess of eighteen thousand shall be entitled to appoint one additional member of the board for each additional eighteen thousand population. The members of the board representing such cities, incorporated towns or other municipal corporations shall be residents thereof and shall be appointed by a resolution of the governing bodies thereof and upon the filing of a certified copy or copies of the resolution or resolutions in the office of the clerk of the county commission which entered the order creating the district, the persons so appointed become members of the board without any further act or proceedings. If the number of members of the board so appointed by the governing bodies of cities, incorporated towns or other municipal corporations included in the district equals or exceeds three, then no further members shall be appointed to the board and the members so appointed are the board of the district except in cases of merger or consolidation where the number of board members may equal five.

If no city, incorporated town or other municipal corporation having a population of more than three thousand is included within the district, then the county commission which entered the order creating the district shall appoint three members of the board, who are persons residing within the district and residing within the State of West Virginia, which three members become members of the board of the district without any further act or proceedings except in cases of merger or consolidation where the number of board members may equal five.

If the number of members of the board appointed by the governing bodies of cities, incorporated towns or other municipal corporations included within the district is less than three, then the county commission which entered the order creating the district shall appoint such additional member or members of the board, who are persons residing within the district, as is necessary to make the number of members of the board equal three except in cases of merger or consolidation where the number of board members may equal five, and the member or members appointed by the governing bodies of the cities, incorporated towns or other municipal corporations included within the district and the additional member or members appointed by the county commission

as aforesaid, are the board of the district. A person may serve as a member of the board in one or more public service districts.

The population of any city, incorporated town or other municipal corporation, for the purpose of determining the number of members of the board, if any, to be appointed by the governing body or bodies thereof, is the population stated for such city, incorporated town or other municipal corporation in the last official federal census.

Notwithstanding any provision of this code to the contrary, whenever a district is consolidated or merged pursuant to section two of this article, the terms of office of the existing board members shall end on the effective date of the merger or consolidation. The county commission shall appoint a new board according to rules promulgated by the Public Service Commission. Whenever districts are consolidated or merged no provision of this code prohibits the expansion of membership on the new board to five.

The respective terms of office of the members of the first board shall be fixed by the county commission and shall be as equally divided as may be, that is approximately one third of the members for a term of two years, a like number for a term of four years, the term of the remaining member or members for six years, from the first day of the month during which the appointments are made. The first members of the board appointed as aforesaid shall meet at the office of the clerk of the county commission which entered the order creating the district as soon as practicable after the appointments and shall qualify by taking an oath of office: Provided, That any member or members of the board may be removed from their respective office as provided in section three-a of this article.

Any vacancy shall be filled for the unexpired term within thirty days; otherwise successor members of the board shall be appointed for terms of six years and the terms of office shall continue until successors have been appointed and qualified. All successor members shall be appointed in the same manner as the member succeeded was appointed. The district shall provide to the Public Service Commission, within thirty days of the appointment, the following information: The new board member's name, home address, home and office phone numbers, date of appointment, length of term, who the new member replaces and if the new appointee has previously served on the board. The Public Service Commission shall notify each new board member of the legal obligation to attend training as prescribed in this section.

The board shall organize within thirty days following the first appointments and annually thereafter at its first meeting after January 1 of each year by selecting one of its members to serve as chair and by appointing a secretary and a treasurer who need not be members of the board. The secretary shall keep a record of all proceedings of the board which shall be available for inspection as other public records. Duplicate records shall be filed with the county commission and shall include the minutes of all board meetings. The treasurer is lawful custodian of all funds of the public service district and shall pay same out on orders authorized or approved by the board. The secretary and treasurer shall perform other duties appertaining to the affairs of the district and shall receive salaries as shall be prescribed by the board. The treasurer shall furnish bond in an amount to be fixed by the board for the use and benefit of the district.

The members of the board, and the chair, secretary and treasurer thereof, shall make available to the county commission, at all times, all of its books and records pertaining to the district's operation, finances and affairs, for inspection and audit. The board shall meet at least monthly.

§16-13A-3a. Removal of members of public service board.

The county commission or the Public Service Commission or any other appointive body creating or establishing a public service district under the provisions of this article, or any group of five percent or more of the customers of a public service district, may petition the circuit court of the county in which the district maintains its principal office for the removal of any member of the governing board thereof for consistent violations of any provisions of this article, for reasonable cause which includes, but is not limited to, a continued failure to attend meetings of the board, failure to diligently pursue the objectives for which the district was created, or failure to perform any other duty either prescribed by law or required by a final order of the Public Service Commission or for any malfeasance in public office. Any board member charged with a violation under this section who offers a successful defense against such charges shall be reimbursed for the reasonable costs of such defense from district revenues. Such costs shall be considered as costs associated with rate determination by the public service district and the Public Service Commission. If the circuit court judge hearing the petition for removal finds that the charges are frivolous in nature, the judge may assess all or part of the court costs, plus the reasonable costs associated with the board member's defense, against the party or parties who petitioned the court for the board member's removal.

§16-13A-4. Board chairman; members' compensation; procedure; district name.

(a) The chairman shall preside at all meetings of the board and may vote as any other member of the board. If the chairman is absent from any meeting, the remaining members may select a temporary chairman and if the member selected as chairman resigns as such or ceases for any reason to be a member of the board, the board shall select one of its members as chairman to serve until the next annual organization meeting.

(b) Salaries of the board members are:

(1) For districts with fewer than six hundred customers, up to $100 per attendance at regular monthly meetings and $75 per attendance at additional special meetings, total salary not to exceed $2,000 per annum;

(2) For districts with six hundred customers or more but fewer than two thousand customers, up to $125 per attendance at regular monthly meetings and $100 per attendance at additional special meetings, total salary not to exceed $3,250 per annum;

(3) For districts with two thousand customers or more, but fewer than four thousand customers, up to $150 per attendance at regular monthly meetings and $100 per attendance at additional special meetings, total salary not to exceed $4,500 per annum; and

(4) For districts with four thousand or more customers, up to $200 per attendance at regular monthly meetings and $150 per attendance at additional special meetings, total salary not to exceed $6,400 per annum.

The public service district shall certify the number of customers served to the Public Service Commission on July 1 of each fiscal year.

(c) Public service districts selling water to other water utilities for resale or public service districts which provide sewer treatment for other sewer utilities may adopt the following salaries for its board members:

(1) For districts with annual revenues of less than $50,000, up to $100 per attendance at regular monthly meetings and $75 per attendance at additional special meetings, total salary not to exceed $2,000 per annum;

(2) For districts with annual revenues of $50,000 or more, but less than $250,000, up to $125 per attendance at regular monthly meetings and $100 per attendance at special meetings, total salary not to exceed $3,250 per annum;

(3) For districts with annual revenues of $250,000 or more, but less than $500,000, up to $150 per attendance at regular monthly meetings and $100 per attendance at additional special meetings, total salary not to exceed $4,500 per annum; and

(4) For districts with annual revenues of $500,000 or more, up to $200 per attendance at regular monthly meetings and $150 per attendance at additional special meetings, total salary not to exceed $6,400 per annum.

The public service district shall certify the number of customers served and its annual revenue to the Public Service Commission on July 1 of each fiscal year.

(d) Board members may be reimbursed for all reasonable and necessary expenses actually incurred in the performance of their duties as provided by the rules of the board. Notwithstanding any other provision of this code to the contrary, board members are not eligible for salary payment or reimbursement for expenses incurred prior to the public service district initiating service to its first customer. Salary and reimbursement for expenses may be incurred only at meetings occurring after the public service district initiated service to customers.

(e) The board shall by resolution determine its own rules of procedure, fix the time and place of its meetings and the manner in which special meetings may be called. Public notice of meetings shall be given in accordance with section three, article nine-a, chapter six of this code. Emergency meetings may be called as provided by that section. A majority of the members constituting the board also constitute a quorum to do business.

(f) The members of the board are not personally liable or responsible for any obligations of the district or the board, but are answerable only for willful misconduct in the performance of their duties. The county commission which created a district or county commissions if more than one

created the district may, upon written request of the district, adopt an order changing the official name of a public service district: Provided, That the name change will not be effective until approved by the Public Service Commission of West Virginia and the owners of any bonds and notes issued by the district, if any, shall have consented, in writing, to the name change. If a district includes territory located in more than one county, the county commission or county commissions changing the name of the district shall provide any county commission into which the district also extends with a certified copy of the order changing the name of the district. The official name of any district created under the provisions of this article may contain the name or names of any city, incorporated town or other municipal corporation included therein or the name of any county or counties in which it is located.

§16-13A-5. General manager of board.

The board may employ a general manager to serve a term of not more than five years and until his or her successor is employed, and his or her compensation shall be fixed by resolution of the board. Such general manager shall devote all or the required portion of his or her time to the affairs of the district and may employ, discharge and fix the compensation of all employees of the district, except as in this article otherwise provided, and he or she shall perform and exercise such other powers and duties as may be conferred upon him or her by the board.

Such general manager shall be chosen without regard to his or her political affiliations and upon the sole basis of his or her administrative and technical qualifications to manage public service properties and affairs of the district and he or she may be discharged only upon the affirmative vote of two thirds of the board. Such general manager need not be a resident of the district at the time he or she is chosen. Such general manager may not be a member of the board but shall be an employee of the board.

The board of any public service district which purchases water, sewer or stormwater service from a municipal water, sewer or stormwater system or another public service district may, as an alternative to hiring its own general manager, elect to permit the general manager of the municipal water, sewer or stormwater system or public service district from which such water, sewer or stormwater service is purchased provide professional management to the district, if the appropriate municipality or public service board agrees to provide such assistance. The general manager shall receive reasonable compensation for such service.

§16-13A-6. Employees of board.

The board may in its discretion from time to time by resolution passed by a majority vote provide for the employment of an attorney, fiscal agent, one or more engineers and such other employees as the board may determine necessary and expedient. The board shall in and by such resolution fix the term of employment and compensation and prescribe the duties to be performed by such employees.

§16-13A-7. Acquisition and operation of district properties; contracts to respond to emergency situations.

The board of these districts shall have the supervision and control of all public service properties acquired or constructed by the district, and shall have the power, and it shall be its duty, to maintain, operate, extend and improve the same, including, but not limited to, those activities necessary to comply with all federal and state requirements, including water quality improvement activities. All contracts involving the expenditure by the district of more than $25,000 for construction work or for the purchase of equipment and improvements, extensions or replacements, shall be entered into only after notice inviting bids shall have been published as a Class I legal advertisement in compliance with the provision of article three, chapter fifty-nine of this code, and the publication area for such publication shall be as specified in section two of this article in the county or counties in which the district is located. The publication shall not be less than ten days prior to the making of any such contract. To the extent allowed by law, in-state contractors shall be given first priority in awarding public service district contracts. It shall be the duty of the board to ensure that local in-state labor shall be utilized to the greatest extent possible when hiring laborers for public service district construction or maintenance repair jobs. It shall further be the duty of the board to encourage contractors to use American made products in their construction to the extent possible. Any obligations incurred of any kind or character shall not in any event constitute or be deemed an indebtedness within the meaning of any of the provisions or limitations of the Constitution, but all such obligations shall be payable solely and only out of revenues derived from the operation of the public service properties of the district or from proceeds of bonds issued as hereinafter provided. No continuing contract for the purchase of materials or supplies or for furnishing the district with electrical energy or power shall be entered into for a longer period than fifteen years.

Emergency repairs shall be exempt from the bidding requirements of this section. For the purpose of this section, the term emergency repairs means repairs that if not made immediately will seriously impair the use of building components, systems, and public infrastructure or cause danger to persons using the building components, systems, and public infrastructure.

§16-13A-8. Acquisition and purchase of public service properties; right of eminent domain; extraterritorial powers.

The board may acquire any publicly or privately owned public service properties located within the boundaries of the district regardless of whether or not all or any part of such properties are located within the corporate limits of any city, incorporated town or other municipal corporation included within the district and may purchase and acquire all rights and franchises and any and all property within or outside the district necessary or incidental to the purpose of the district.

The board may construct any public service properties within or outside the district necessary or incidental to its purposes and each such district may acquire, construct, maintain and operate any such public service properties within the corporate limits of any city, incorporated town or other municipal corporation included within the district or in any unincorporated territory within ten miles of the territorial boundaries of the district: Provided, That if any incorporated city, town or other municipal corporation included within the district owns and operates either water facilities, sewer facilities, stormwater facilities or gas facilities or all of these, then the district may not acquire, construct, establish, improve or extend any public service properties of the same kind within such city, incorporated towns or other municipal corporations or the adjacent

unincorporated territory served by such cities, incorporated towns or other municipal corporations, except upon, the consent of such cities, incorporated towns or other municipal corporations and in conformity and compliance with the rights of the holders of any revenue bonds or obligations theretofore issued by such cities, incorporated towns or other municipal corporations then outstanding and in accordance with the ordinance, resolution or other proceedings which authorize the issuance of such revenue bonds or obligations.

Whenever such district has constructed, acquired or established water facilities, sewer facilities, a stormwater system, stormwater management program or gas facilities for water, sewer, stormwater or gas services within any city, incorporated town or other municipal corporation included within a district, then such city, incorporated town or other municipal corporation may not thereafter construct, acquire or establish any facilities of the same kind within such city, incorporated town or other municipal corporation without the consent of such district.

For the purpose of acquiring any public service properties or lands, rights or easements deemed necessary or incidental for the purposes of the district, each such district has the right of eminent domain to the same extent and to be exercised in the same manner as now or hereafter provided by law for such right of eminent domain by cities, incorporated towns and other municipal corporations: Provided, That the power of eminent domain provided in this section does not extend to highways, road and drainage easements, or stormwater facilities constructed, owned or operated by the West Virginia division of highways without the express agreement of the commissioner of highways: Provided, however, That such board may not acquire all or any substantial part of a privately owned waterworks system unless and until authorized so to do by the public service commission of West Virginia, and that this section shall not be construed to authorize any district to acquire through condemnation proceedings either in whole or substantial part an existing privately owned waterworks plant or system or gas facilities located in or furnishing water or gas service within such district or extensions made or to be made by it in territory contiguous to such existing plant or system, nor may any such board construct or extend its public service properties to supply its services into areas served by or in competition with existing waterworks or gas facilities or extensions made or to be made in territory contiguous to such existing plant or system by the owner thereof.

§16-13A-9. Rules; service rates and charges; discontinuance of service; required water and sewer connections; lien for delinquent fees.

(a) (1) The board may make, enact, and enforce all needful rules in connection with the acquisition, construction, improvement, extension, management, maintenance, operation, care, protection, and the use of any public service properties owned or controlled by the district. The board shall establish, in accordance with this article, rates, fees, and charges for the services and facilities it furnishes, which shall be sufficient at all times, notwithstanding the provisions of any other law or laws, to pay the cost of maintenance, operation, and depreciation of the public service properties and principal of and interest on all bonds issued, other obligations incurred under the provisions of this article, and all reserve or other payments provided for in the proceedings which authorized the issuance of any bonds under this article. The schedule of the rates, fees, and charges may be based upon:

(A) The consumption of water or gas on premises connected with the facilities, taking into consideration domestic, commercial, industrial, and public use of water and gas;

(B) The number and kind of fixtures connected with the facilities located on the various premises;

(C) The number of persons served by the facilities;

(D) Any combination of §16-13A-9(a)(1)(A), §16-13A-9(a)(1)(B), and §16-13A-9(a)(1)(C) of this code; or

(E) Any other basis or classification which the board may determine to be fair and reasonable, taking into consideration the location of the premises served and the nature and extent of the services and facilities furnished. However, no rates, fees or charges for stormwater services may be assessed against highways, road, and drainage easements or stormwater facilities constructed, owned, or operated by the West Virginia Division of Highways.

(2) The board of a public service district with at least 4,500 customers and annual combined gross revenue of $3 million or more from its separate or combined water and sewer services may make, enact, and enforce all needful rules in connection with the enactment or amendment of rates, fees, and charges of the district. At a minimum, these rules shall provide for:

(A) Adequate prior public notice of the contemplated rates, fees, and charges by causing a notice of intent to effect such a change to be provided to the customers of the district for the month immediately preceding the month in which the contemplated change is to be considered at a hearing by the board. Such notice shall include a statement that a change in rates, fees, and charges is being considered, the time, date, and location of the hearing of the board at which the change will be considered and that the proposed rates, fees, and charges are on file at the office of the district for review during regular business hours. Such notice shall be printed on, or mailed with, the monthly billing statement, or provided in a separate mailing.

(B) Adequate prior public notice of the contemplated rates, fees, and charges by causing to be published, after the first reading and approval of a resolution of the board considering such revised rates, fees, and charges but not less than one week prior to the public hearing of the board on such resolution, as a Class I legal advertisement, of the proposed action, in compliance with the provisions of §59-3-1 et seq. of this code. The publication area for publication shall be all territory served by the district. If the district provides service in more than one county, publication shall be made in a newspaper of general circulation in each county that the district provides service.

(C) The public notice of the proposed action shall summarize the current rates, fees, and charges and the proposed changes to said rates, fees and charges; the date, time, and place of the public hearing on the resolution approving such revised rates, fees, and charges and the place or places within the district where the proposed resolution approving the revised rates, fees, and charges may be inspected by the public. A reasonable number of copies of the proposed resolution shall be kept at the place or places and be made available for public inspection. The notice shall also

advise that interested parties may appear at the public hearing before the board and be heard with respect to the proposed revised rates, fees and charges.

(D) The resolution proposing the revised rates, fees, and charges shall be read at two meetings of the board with at least two weeks intervening between each meeting. The public hearing may be conducted by the board prior to, or at, the meeting at which the resolution is considered for adoption on the second reading.

(E) Rates, fees, and charges approved by resolution of the board shall be forwarded in writing to the county commission with the authority to appoint the members of the board. The county commission shall publish notice of the proposed revised rates, fees, and charges by a Class I legal advertisement in compliance with the provisions of §59-3-1 et seq. of this code. Within 45 days of receipt of the proposed rates, fees, and charges, the county commission shall take action to approve, modify, or reject the proposed rates, fees, and charges, in its sole discretion. If, after 45 days, the county commission has not taken final action to approve, modify, or reject the proposed rates, fees and charges, as presented to the county commission, shall be effective with no further action by the board or county commission. In any event, this 45-day period shall be mandatory unless extended by the official action of both the board proposing the rates, fees, and charges, and the appointing county commission.

(F) Enactment of the proposed or modified rates, fees, and charges shall follow an affirmative vote by the county commission and shall be effective no sooner than 45 days following action. The 45-day waiting period may be waived by public vote of the county commission only if the commission finds and declares the district to be in financial distress such that the 45-day waiting period would be detrimental to the ability of the district to deliver continued and compliant public services.

(G) The public service district, or a customer aggrieved by the changed rates or charges who presents to the circuit court a petition signed by at least 750 customers or 25 percent of the customers served by the public service district, whichever is fewer, when dissatisfied by the approval, modification, or rejection by the county commission of the proposed rates, fees, and charges under the provisions of this subdivision may file a complaint regarding the rates, fees, and charges resulting from the action of, or failure to act by, the county commission in the circuit court of the county in which the county commission sits: Provided, That any complaint or petition filed hereunder shall be filed within 30 days of the county commission's final action approving, modifying, or rejecting such rates, fees and charges, or the expiration of the 45-day period from the receipt by the county commission, in writing, of the rates, fees, and charges approved by resolution of the board, without final action by the county commission to approve, modify, or reject such rates, fees, and charges, and the circuit court shall resolve said complaint: Provided, however, That the rates, fees, and charges so fixed by the county commission, or those adopted by the district upon which the county commission failed to act, shall remain in full force and effect, until set aside, altered, or amended by the circuit court in an order to be followed in the future.

(3) Where water, sewer, stormwater, or gas services, or any combination thereof, are all furnished to any premises, the schedule of charges may be billed as a single amount for the

aggregate of the charges. The board shall require all users of services and facilities furnished by the district to designate on every application for service whether the applicant is a tenant or an owner of the premises to be served. If the applicant is a tenant, he or she shall state the name and address of the owner or owners of the premises to be served by the district. Notwithstanding the provisions of §24-3-8 of this code to the contrary, all new applicants for service shall deposit the greater of a sum equal to two twelfths of the average annual usage of the applicant's specific customer class or $50 with the district to secure the payment of service rates, fees, and charges in the event they become delinquent as provided in this section. If a district provides both water and sewer service, all new applicants for service shall deposit the greater of a sum equal to two twelfths of the average annual usage for water service or $50 and the greater of a sum equal to two twelfths of the average annual usage for wastewater service of the applicant's specific customer class or $50. In any case where a deposit is forfeited to pay service rates, fees, and charges which were delinquent at the time of disconnection or termination of service, no reconnection or reinstatement of service may be made by the district until another deposit equal to the greater of a sum equal to two twelfths of the average usage for the applicant's specific customer class or $50 has been remitted to the district. After 12 months of prompt payment history, the district shall return the deposit to the customer or credit the customer's account at a rate as the Public Service Commission may prescribe: Provided, That where the customer is a tenant, the district is not required to return the deposit until the time the tenant discontinues service with the district. Whenever any rates, fees, rentals, or charges for services or facilities furnished remain unpaid for a period of 20 days after the same become due and payable, the user of the services and facilities provided is delinquent and the user is liable at law until all rates, fees, and charges are fully paid. The board may, under reasonable rules promulgated by the Public Service Commission, shut off and discontinue water or gas services to all delinquent users of either water or gas facilities, or both, 10 days after the water or gas services become delinquent: Provided, however, That nothing contained within the rules of the Public Service Commission shall be deemed to require any agents or employees of the board to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill.

(b) In the event that any publicly or privately owned utility, city, incorporated town, other municipal corporation or other public service district included within the district owns and operates separate water facilities, sewer facilities, or stormwater facilities, and the district owns and operates another kind of facility, either water or sewer, or both, as the case may be, then the district and the publicly or privately owned utility, city, incorporated town or other municipal corporation or other public service district shall covenant and contract with each other to shut off and discontinue the supplying of water service for the nonpayment of sewer or stormwater service fees and charges: Provided, That any contracts entered into by a public service district pursuant to this section shall be submitted to the Public Service Commission for approval. Any public service district which provides water and sewer service, water and stormwater service or water, sewer and stormwater service has the right to terminate water service for delinquency in payment of water, sewer or stormwater bills. Where one public service district is providing sewer service and another public service district or a municipality included within the boundaries of the sewer or stormwater district is providing water service and the district providing sewer or stormwater service experiences a delinquency in payment, the district or the municipality included within the boundaries of the sewer or stormwater district that is providing water service, upon the request of the district providing sewer or stormwater service to the delinquent account,

shall terminate its water service to the customer having the delinquent sewer or stormwater account: Provided, however, That any termination of water service must comply with all rules and orders of the Public Service Commission: Provided further, That nothing contained within the rules of the Public Service Commission shall be deemed to require any agents or employees of the public service districts to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill.

(c) Any district furnishing sewer facilities within the district may require or may, by petition to the circuit court of the county in which the property is located, compel or may require the Bureau for Public Health to compel all owners, tenants, or occupants of any houses, dwellings, and buildings located near any sewer facilities where sewage will flow by gravity or be transported by other methods approved by the Bureau for Public Health, including, but not limited to, vacuum and pressure systems, approved under the provisions of §16-1-9 of this code, from the houses, dwellings, or buildings into the sewer facilities, to connect with and use the sewer facilities and to cease the use of all other means for the collection, treatment, and disposal of sewage and waste matters from the houses, dwellings, and buildings where there is gravity flow or transportation by any other methods approved by the Bureau for Public Health, including, but not limited to, vacuum and pressure systems, approved under the provisions of §16-1-9 of this code and the houses, dwellings, and buildings can be adequately served by the sewer facilities of the district and it is declared that the mandatory use of the sewer facilities provided for in this subsection is necessary and essential for the health and welfare of the inhabitants and residents of the districts and of the state. If the public service district requires the property owner to connect with the sewer facilities even when sewage from dwellings may not flow to the main line by gravity and the property owner incurs costs for any changes in the existing dwellings' exterior plumbing in order to connect to the main sewer line, the public service district board shall authorize the district to pay all reasonable costs for the changes in the exterior plumbing, including, but not limited to, installation, operation, maintenance, and purchase of a pump or any other method approved by the Bureau for Public Health. Maintenance and operation costs for the extra installation should be reflected in the users charge for approval of the Public Service Commission. The circuit court shall adjudicate the merits of the petition by summary hearing to be held not later than 30 days after service of petition to the appropriate owners, tenants, or occupants.

(d) Whenever any district has made available sewer facilities to any owner, tenant, or occupant of any house, dwelling, or building located near the sewer facility and the engineer for the district has certified that the sewer facilities are available to and are adequate to serve the owner, tenant, or occupant and sewage will flow by gravity or be transported by other methods approved by the Bureau for Public Health from the house, dwelling, or building into the sewer facilities, the district may charge, and the owner, tenant, or occupant shall pay, the rates and charges for services established under this article only after 30 days' notice of the availability of the facilities has been received by the owner, tenant, or occupant. Rates and charges for sewage services shall be based upon actual water consumption or the average monthly water consumption based upon the owner's, tenant's, or occupant's specific customer class.

(e) The owner, tenant, or occupant of any real property may be determined and declared to be served by a stormwater system only after each of the following conditions is met: (1) The district

has been designated by the Environmental Protection Agency as an entity to serve a West Virginia Separate Storm Sewer System community, as defined in 40 C. F. R. §122.26; (2) the district's authority has been properly expanded to operate and maintain a stormwater system; (3) the district has made available a stormwater system where stormwater from the real property affects or drains into the stormwater system; and (4) the real property is located in the Municipal Separate Storm Sewer System's designated service area. It is further hereby found, determined, and declared that the mandatory use of the stormwater system is necessary and essential for the health and welfare of the inhabitants and residents of the district and of the state. The district may charge and the owner, tenant, or occupant shall pay the rates, fees, and charges for stormwater services established under this article only after 30 days' notice of the availability of the stormwater system has been received by the owner. An entity providing stormwater service shall provide a tenant a report of the stormwater fee charged for the entire property and, if appropriate, that portion of the fee to be assessed to the tenant.

(f) All delinquent fees, rates, and charges of the district for either water facilities, sewer facilities, gas facilities, or stormwater systems or stormwater management programs are liens on the premises served of equal dignity, rank, and priority with the lien on the premises of state, county, school, and municipal taxes. Nothing contained within the rules of the Public Service Commission shall be deemed to require any agents or employees of the public service districts to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill. In addition to the other remedies provided in this section, public service districts are granted a deferral of filing fees or other fees and costs incidental to the bringing and maintenance of an action in magistrate court for the collection of delinquent water, sewer, stormwater, or gas bills. If the district collects the delinquent account, plus reasonable costs, from its customer or other responsible party, the district shall pay to the magistrate the normal filing fee and reasonable costs which were previously deferred. In addition, each public service district may exchange with other public service districts a list of delinquent accounts: Provided, That an owner of real property may not be held liable for the delinquent rates or charges for services or facilities of a tenant, nor may any lien attach to real property for the reason of delinquent rates or charges for services or facilities of a tenant of the real property unless the owner has contracted directly with the public service district to purchase the services or facilities.

(g) Anything in this section to the contrary notwithstanding, any establishment, as defined in §22-11-3 of this code, now or hereafter operating its own sewage disposal system pursuant to a permit issued by the Department of Environmental Protection, as prescribed by §22-11-11 of this code, is exempt from the provisions of this section.

(h) A public service district which has been designated by the Environmental Protection Agency as an entity to serve a West Virginia Separate Storm Sewer System community shall prepare an annual report detailing the collection and expenditure of rates, fees, or charges and make it available for public review at the place of business of the governing body and the stormwater utility main office.

(i) Notwithstanding any code provision to the contrary, a public service district may accept payment for all fees and charges due, in the form of a payment by a credit or check card transaction or a direct withdrawal from a bank account. The public service district may set a fee

to be added to each transaction equal to the charge paid by the public service district for use of the credit or check card or direct withdrawal by the payor. The amount of such fee shall be disclosed to the payor prior to the transaction and no other fees for the use of a credit or check card or direct withdrawal may be imposed upon the payor and the whole of such charge or convenience fee shall be borne by the payor: Provided, That, to the extent a public service district desires to accept payments in the forms described in this subsection and does not have access to the equipment or receive the services necessary to do so, the public service district shall first obtain three bids for services and equipment necessary to affect the forms of transactions described in this subsection and use the lowest qualified bid received. Acceptance of a credit or check card or direct withdrawal as a form of payment shall comport with the rules and requirements set forth by the credit or check card provider or banking institution.

§16-13A-9a. Limitations with respect to foreclosure.

No public service district shall foreclose upon the premises served by such district for delinquent fees, rates or charges for which a lien is authorized by sections nine or nineteen of this article except through the bringing and maintenance of a civil action for such purpose brought in the circuit court of the county wherein the district lies. In every such action, the court shall be required to make a finding based upon the evidence and facts presented that the district prior to the bringing of such action had exhausted all other remedies for the collection of debts with respect to such delinquencies. In no event shall foreclosure procedures be instituted by any such district or on its behalf unless such delinquency had been in existence or continued for a period of two years from the date of the first such delinquency for which foreclosure is being sought.

§16-13A-10. Budget.

The board shall establish the beginning and ending of its fiscal year, which period shall constitute its budget year, and at least thirty days prior to the beginning of the first full fiscal year after the creation of the district and annually thereafter the general manager shall prepare and submit to the board a tentative budget which shall include all operation and maintenance expenses, payments to a capital replacement account and bond payment schedules for the ensuing fiscal year. Such tentative budget shall be considered by the board, and, subject to any revisions or amendments that may be determined by the board, shall be adopted as the budget for the ensuing fiscal year. Upon adoption of the budget, a copy of the budget shall be forwarded to the county commission. No expenditures for operation and maintenance expenses in excess of the budget shall be made during such fiscal year unless unanimously authorized and directed by the board.

§16-13A-11. Accounts; audit.

The general manager, under direction of the board, shall install and maintain a proper system of accounts, in accordance with all rules, regulations or orders pertaining thereto by the Public Service Commission, showing receipts from operation and application of the same, and the board shall at least once a year cause such accounts to be properly audited: Provided, That such audit may be any audit by an independent public accountant completed within one year of the time required for the submission of the report: Provided, however, That if the district is required to

have its books, records and accounts audited annually by an independent certified public accountant as a result of any covenant in any board resolution or bond instrument, a copy of such audit may be submitted in satisfaction of the requirements of this section, and is hereby found, declared and determined to be sufficient to satisfy the requirements of article nine, chapter six of this code pertaining to the annual audit report by the state tax commission. A copy of the audit shall be forwarded within thirty days of submission to the county commission and to the Public Service Commission.

The treasurer of each public service district shall keep and preserve all financial records of the public service district for ten years, and shall at all times have such records readily available for public inspection. At the end of his term of office, the treasurer of each public service district shall promptly deliver all financial records of the public service district to his successor in office. Any treasurer of a public service district who knowingly or willfully violates any provision of this section is guilty of a misdemeanor and, shall be fined not less than $100 nor more than $500 or imprisoned in the county jail not more than ten days, or both.

§16-13A-12. Disbursement of district funds.

No money may be paid out by a district except upon an order signed by the chairman and secretary of such board, or such other person or persons authorized by the chairman or secretary, as the case may be, to sign such orders on their behalf. Each order for the payment of money shall specify the purposes for which the amount thereof is to be paid, with sufficient clearness to indicate the purpose for which the order is issued, and there shall be endorsed thereon the name of the particular fund out of which it is payable and it shall be payable from the fund constituted for such purpose, and no other. All such orders shall be reflected in the minutes of the next meeting of the board.

§16-13A-13. Revenue bonds.

For constructing or acquiring any public service properties for the authorized purposes of the district, or necessary or incidental thereto, and for constructing improvements and extensions thereto, and also for reimbursing or paying the costs and expenses of creating the district, the board of any such district is hereby authorized to borrow money from time to time and in evidence thereof issue the bonds of such district, payable solely from the revenues derived from the operation of the public service properties under control of the district. Such bonds may be issued in one or more series, may bear such date or dates, may mature at such time or times not exceeding forty years from their respective dates, may bear interest at such rate or rates not exceeding eighteen percent per annum payable at such times, may be in such form, may carry such registration privileges, may be executed in such manner, may be payable at such place or places, may be subject to such terms of redemption with or without premium, may be declared or become due before maturity date thereof, may be authenticated in any manner, and upon compliance with such conditions, and may contain such terms and covenants as may be provided by resolution or resolutions of the board. Notwithstanding the form or tenor thereof, and in the absence of any express recital on the face thereof, that the bond is nonnegotiable, all such bonds shall be, and shall be treated as, negotiable instruments for all purposes. Bonds bearing the signatures of officers in office on the date of the signing thereof shall be valid and binding for all

purposes notwithstanding that before the delivery thereof any or all of the persons whose signatures appear thereon shall have ceased to be such officers. Notwithstanding the requirements or provisions of any other law, any such bonds may be negotiated or sold in such manner and at such time or times as is found by the board to be most advantageous, and all such bonds may be sold at such price that the interest cost of the proceeds therefrom does not exceed nineteen percent per annum, based on the average maturity of such bonds and computed according to standard tables of bond values. Any resolution or resolutions providing for the issuance of such bonds may contain such covenants and restrictions upon the issuance of additional bonds thereafter as may be deemed necessary or advisable for the assurance of the payment of the bonds thereby authorized.

§16-13A-14. Items included in cost of properties.

The cost of any public service properties acquired under the provisions of this article shall be deemed to include the cost of the acquisition or construction thereof, the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; for stormwater systems and associated stormwater management programs, those activities which include, but are not limited to, water quality improvement activities necessary to comply with all federal and state requirements; interest upon bonds prior to and during construction or acquisition and for six months after completion of construction or of acquisition of the improvements and extensions; engineering, fiscal agents and legal expenses; expenses for estimates of cost and of revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the construction or acquisition of the properties and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof.

§16-13A-15. Bonds may be secured by trust indenture.

In the discretion and at the option of the board such bonds may be secured by a trust indenture by and between the district and a corporate trustee, which may be a trust company or bank having powers of a trust company within or without the State of West Virginia, but no such trust indenture shall convey, mortgage or create any lien upon the public service properties or any part thereof. The resolution authorizing the bonds and fixing the details thereof may provide that such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of bondholders as may be reasonable and proper, not in violation of law, including covenants setting forth the duties of the district and the members of its board and officers in relation to the construction or acquisition of public service properties and the improvement, extension, operation, repair, maintenance and insurance thereof, and the custody, safeguarding and application of all moneys, and may provide that all or any part of the construction work shall be contracted for, constructed and paid for, under the supervision and approval of consulting engineers employed or designated by the board and satisfactory to the original bond purchasers, their successors, assignees or nominees, who may be given the right to require the security given by contractors and by any depository of the proceeds of bonds or revenues of the public service properties or other money pertaining thereto be satisfactory to such purchasers, their successors,

assignees or nominees. Such indenture may set forth the rights and remedies of the bondholders and such trustee.

§16-13A-16. Sinking fund for revenue bonds.

At or before the time of the issuance of any bonds under this article the board shall by resolution or in the trust indenture provide for the creation of a sinking fund and for monthly payments into such fund from the revenues of the public service properties operated by the district such sums in excess of the cost of maintenance and operation of such properties as will be sufficient to pay the accruing interest and retire the bonds at or before the time each will respectively become due and to establish and maintain reserves therefor. All sums which are or should be, in accordance with such provisions, paid into such sinking fund shall be used solely for payment of interest and for the retirement of such bonds at or prior to maturity as may be provided or required by such resolutions.

§16-13A-17. Collection, etc., of revenues and enforcement of covenants; default; suit, etc., by bondholder or trustee to compel performance of duties; appointment and powers of receiver.

The board of any such district shall have power to insert enforceable provisions in any resolution authorizing the issuance of bonds relating to the collection, custody and application of revenues of the district from the operation of the public service properties under its control and to the enforcement of the covenants and undertakings of the district. In the event there shall be default in the sinking fund provisions aforesaid or in the payment of the principal or interest on any of such bonds or, in the event the district or its board or any of its officers, agents or employees, shall fail or refuse to comply with the provisions of this article, or shall default in any covenant or agreement made with respect to the issuance of such bonds or offered as security therefor, then any holder or holders of such bonds and any such trustee under the trust indenture, if there be one, shall have the right by suit, action, mandamus or other proceeding instituted in the circuit court for the county or any of the counties wherein the district extends, or in any other court of competent jurisdiction, to enforce and compel performance of all duties required by this article or undertaken by the district in connection with the issuance of such bonds, and upon application of any such holder or holders, or such trustee, such court shall, upon proof of such defaults, appoint a receiver for the affairs of the district and its properties, which receive so appointed shall forthwith directly, or by his agents and attorneys, enter into and upon and take possession of the affairs of the district and each and every part thereof, and hold, use, operate, manage and control the same, and in the name of the district exercise all of the rights and powers of such district as shall be deemed expedient, and such receiver shall have power and authority to collect and receive all revenues and apply same in such manner as the court shall direct. Whenever the default causing the appointment of such receiver shall have been cleared and fully discharged and all other defaults shall have been cured, the court may in its discretion and after such notice and hearing as it deems reasonable and proper direct the receiver to surrender possession of the affairs of the district to its board. Such receiver so appointed shall have no power to sell, assign, mortgage, or otherwise dispose of any assets of the district except as hereinbefore provided.

§16-13A-18. Operating contracts.

The board may enter into contracts or agreements with any persons, firms or corporations for the operation and management of the public service properties within the district, or any part thereof, for such period of time and under such terms and conditions as shall be agreed upon between the board and such persons, firms or corporations. The board shall have power to provide in the resolution authorizing the issuance of bonds, or in any trust indenture securing such bonds, that such contracts or agreements shall be valid and binding upon the district as long as any of said bonds, or interest thereon, are outstanding and unpaid.

§16-13A-18a. . Sale, lease or rental of water, sewer, stormwater or gas system by district; distribution of proceeds.

In any case where a public service district owns a water, sewer, stormwater or gas system, and a majority of not less than sixty percent of the members of the public service board thereof deem it for the best interests of the district to sell, lease or rent such water, sewer, stormwater or gas system to any municipality or privately-owned water, sewer, stormwater or gas system, or to any water, sewer, stormwater or gas system owned by an adjacent public service district, the board may so sell, lease or rent such water, sewer, stormwater or gas system upon such terms and conditions as said board, in its discretion, considers in the best interests of the district: Provided, That such sale, leasing or rental may be made only upon: (1) The publication of notice of a hearing before the board of the public service district, as a Class I legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, in a newspaper published and of general circulation in the county or counties wherein the district is located, such publication to be made not earlier than twenty days and not later than seven days prior to the hearing; (2) approval by the county commission or commissions of the county or counties in which the district operates; and (3) approval by the Public Service Commission of West Virginia.

In the event of any such sale, the proceeds thereof, if any, remaining after payment of all outstanding bonds and other obligations of the district, shall be ratably distributed to any persons who have made contributions in aid of construction of such water, sewer, stormwater or gas system, such distribution not to exceed the actual amount of any such contribution, without interest, and any balance of funds thereafter remaining shall be paid to the county commission of the county in which the major portion of such water, sewer, stormwater or gas system is located to be placed in the general funds of such county commission: Provided, That no such distribution shall be required in the case of a sale between political subdivisions of the state.

§16-13A-19. Statutory mortgage lien created; foreclosure thereof.

There shall be and is hereby created a statutory mortgage lien upon such public service properties of the district, which shall exist in favor of the holders of bonds hereby authorized to be issued, and each of them, and the coupons attached to said bonds, and such public service properties shall remain subject to such statutory mortgage lien until payment in full of all principal of and interest on such bonds. Any holder of such bonds, of any coupons attached thereto, may, either at law or in equity, enforce said statutory mortgage lien conferred hereby and upon default in the payment of the principal of or interest on said bonds, may foreclose such statutory mortgage lien in the manner now provided by the laws of the State of West Virginia for the foreclosure of mortgages on real property.

§16-13A-20. Refunding revenue bonds.

The board of any district having issued bonds under the provisions of this article is hereby empowered thereafter by resolution to issue refunding bonds of such district for the purpose of retiring or refinancing such outstanding bonds, together with any unpaid interest thereon and redemption premium thereunto appertaining and all of the provisions of this article relating to the issuance, security and payment of bonds shall be applicable to such refunding bonds, subject, however, to the provisions of the proceedings which authorized the issuance of the bonds to be so refunded.

§16-13A-21. Complete authority of article; liberal construction; district to be public instrumentality; tax exemption.

This article is full and complete authority for the creation of public service districts and for carrying out the powers and duties of same as herein provided. The provisions of this article shall be liberally construed to accomplish its purpose and no procedure or proceedings, notices, consents or approvals, are required in connection therewith except as may be prescribed by this article: Provided, That all functions, powers and duties of the Public Service Commission of West Virginia, the bureau of public health, the Division of Environmental Protection and the environmental quality board remain unaffected by this article. Every district organized, consolidated, merged or expanded under this article is a public instrumentality created and functioning in the interest and for the benefit of the public, and its property and income and any bonds issued by it are exempt from taxation by the State of West Virginia, and the other taxing bodies of the state: Provided, however, That the board of any such district may use and apply any of its available revenues and income for the payment of what such board determines to be tax or license fee equivalents to any local taxing body and in any proceedings for the issuance of bonds of such district may reserve the right to annually pay a fixed or computable sum to such taxing bodies as such tax or license fee equivalent.

§16-13A-22. Validation of prior acts and proceedings of county courts for creation of districts, inclusion of additional territory, and appointment of members of district boards.

All acts and proceedings taken by any county court of this state purporting to have been carried out under the provisions of this article which have been taken, prior to the date this section takes effect, for the purpose of creating public service districts or for the purpose of subsequent inclusion of additional territory to existing public service districts, after notice published by any such county court having territorial jurisdiction thereof of its intention to include such additional territory after hearing thereon, are hereby validated, ratified, approved and confirmed notwithstanding any other lack of power (other than Constitutional) of any such county court to create such public service districts or to include additional territory to existing public service districts or irregularities (other than Constitutional) in such proceedings, relating to the appointment and qualification of more than three members to the board of any such public service district or the subsequent appointment of successors of any or all of such members, notwithstanding that no city, incorporated town or other municipal corporation having a population in excess of three thousand is included within the district, and the appointment and qualification of such members, and further including any irregularities in the petition for the

creation of any public service district, irregularities in the description of the area embraced by such district, and irregularities in the notice and publication of notice for the hearing creating such district, prior to the date this section takes effect, is hereby validated, ratified, approved and confirmed; and, further, in such cases where more than three members of the board of such districts have been so appointed prior to the date this section takes effect then such county court shall appoint, and they are hereby authorized and empowered to appoint, successors to such members in the manner as otherwise provided by this article.

§16-13A-23. Validation of acts and proceedings of public service boards.

All acts and proceedings taken by any public service board the members of which were appointed, prior to the date this section takes effect, by any county court of this state having territorial jurisdiction thereof, are hereby validated, ratified, approved and confirmed, as to defects and irregularities which may otherwise exist on account of their appointment and qualification: Provided, however, That nothing herein contained shall be construed to excuse a criminal act.

§16-13A-24. Acceptance of loans, grants or temporary advances.

Any public service district created pursuant to the provisions of this article is authorized and empowered to accept loans or grants and procure loans or temporary advances evidenced by notes or other negotiable instruments issued in the manner, and subject to the privileges and limitations, set forth with respect to bonds authorized to be issued under the provisions of this article, for the purpose of paying part or all of the cost of construction or acquisition of water systems, sewage systems, stormwater systems or stormwater management systems or gas facilities, or all of these, and the other purposes herein authorized, from any authorized agency or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual, which loans or temporary advances, including the interest thereon, may be repaid out of the proceeds of the bonds authorized to be issued under the provisions of this article, the revenues of the said water system, sewage system, stormwater system or associated stormwater management system or gas facilities, or grants to the public service district from any authorized agency or from the United States of America or any federal or public agency or department of the United States or from any private agency, corporation or individual or from any combination of such sources of payment, and to enter into the necessary contracts and agreements to carry out the purposes hereof with any authorized agency or the United States of America or any federal or public agency or department of the United States, or with any private agency, corporation or individual. Any other provisions of this article to the contrary notwithstanding, interest on any such loans or temporary advances may be paid from the proceeds thereof until the maturity of such notes or other negotiable instrument.

§16-13A-25. Borrowing and bond issuance; procedure.

A public service district has plenary power to borrow money, enter into contracts for the provision of engineering, design or feasibility studies, issue or contract to issue revenue bonds or exercise any of the powers conferred by the provisions of section thirteen, twenty or twenty-four of this article. Upon written request of the public service board contemplating such transaction or

project, the Public Service Commission shall provide technical support to the public service board, including, but not limited to, engineering, design and financial analysis of the proposed transaction or project.

WV Code §31-15a

§31-15A-1. Short title.

This article shall be known and may be cited as the "West Virginia Infrastructure and Jobs Development Act."

§31-15A-2. Definitions.

For purposes of this article:

(a) "Bond" or "infrastructure revenue bond" means a revenue bond, note, or other obligation issued by the water development authority pursuant to this article, including bonds to refund such bonds and notes to renew such notes, and notes in anticipation of and payable from the proceeds of such bonds.

(b) "Code" means the Code of West Virginia, 1931, as amended;

(c) "Cost" means, as applied to any project to be financed, in whole or in part, with infrastructure revenues or funds otherwise provided pursuant to this article, the cost of planning, acquisition, improvement and construction of the project; the cost of preliminary design and analysis, surveys, borings; the cost of environmental, financial, market and engineering feasibility studies, assessments, applications, approvals, submissions or clearances; the cost of preparation of plans and specifications and other engineering services; the cost of acquisition of all land, rights-of-way, property rights, easements, franchise rights and any other interests required for the acquisition, repair, improvement or construction of the project; the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which buildings or structures may be moved; the cost of excavation, grading, shaping or treatment of earth, demolishing or removing any buildings or structures; the cost of constructing any buildings or other improvements; the cost of all pumps, tanks, vehicles, apparatus and other machinery, furnishings and equipment; loan or origination fees and all finance charges and interest incurred prior to and during the construction and for no more than six months after completion of construction; the cost of all legal services and expenses; the cost of all plans, specifications, surveys and estimates of cost; all working capital and other expenses necessary or incident to determining the feasibility or practicability of acquiring, repairing, improving or constructing any project; the cost of placing any project in operation; and all other costs and expenses of any kind or nature incurred or to be incurred by the project sponsor developing the project that are reasonable and necessary for carrying out all works and undertakings necessary or incident to the accomplishment of any project: Provided, That costs shall not include any amounts related to the ongoing operations of the owner or operator, depreciation thereof or any other cost which the council or the water development authority has not determined to be consistent with the purposes and objectives of this article;

(d) "Council" means the West Virginia infrastructure and jobs development council created in section three of this article;

(e) "Division of environmental protection" means the Division of Environmental Protection established under article one, chapter twenty-two of this code, or any successor to all or any substantial part of its powers and duties;

(f) "Division of health" means the division of health created in article one, chapter sixteen of this code, or any successor to all or any substantial part of its powers and duties;

(g) "Economic development authority" means the economic development authority established under article fifteen, chapter thirty-one of the code, or any successor to all or any substantial part of its powers and duties;

(h) "Emergency project" means a project which the council has determined: (1) Is essential to the immediate economic development of an area of the state; and (2) will not likely be developed in that area if construction of the project is not commenced immediately;

(i) "Governmental agency" means any county; municipality; watershed improvement district; assessment district; soil conservation district; sanitary district; public service district; drainage district; regional governmental authority and any other state governmental agency, entity, political subdivision or public corporation or agency authorized to acquire, construct or operate water or wastewater facilities or infrastructure projects;

(j) "Housing development fund" means the West Virginia Housing Development Fund established under article eighteen of this chapter, or any successor to all or any substantial part of its powers and duties;

(k) "Infrastructure fund" means the West Virginia infrastructure fund created and established in section nine of this article;

(l) "Infrastructure project" means a project in the state which the council determines is likely to foster and enhance economic growth and development in the area of the state in which the project is developed, for commercial, industrial, community improvement or preservation or other proper purposes, including, without limitation, tourism and recreational housing, land, air or water transportation facilities and bridges, industrial or commercial projects and facilities, mail order, warehouses, wholesale and retail sales facilities and other real and personal properties, including facilities owned or leased by this state or any other project sponsor, and includes, without limitation: (1) The process of acquiring, holding, operating, planning, financing, demolition, construction, improving, expanding, renovation, leasing or otherwise disposing of the project or any part thereof or interest therein; and (2) preparing land for construction and making, installing or constructing improvements on the land, including water or wastewater facilities or any part thereof, steam, gas, telephone and telecommunications and electric lines and installations, roads, bridges, railroad spurs, buildings, docking and shipping facilities, curbs, gutters, sidewalks, and drainage and flood control facilities, whether on or off the site;

(m) "Infrastructure revenue" means all amounts appropriated by the Legislature; all amounts deposited into the infrastructure fund; any amounts received, directly or indirectly, from any

source for the use of all or any part of any project completed pursuant to this article; and any other amounts received by the State Treasurer, council or the water development authority for the purposes of this article;

(n) "Need of the project sponsors" means there is a public need for a project. The council shall construe a population increase evidenced by the last two decennial censuses in a county in which a project is proposed, as a factor supporting the conclusion that a need exists for projects in that county.

(o) "Project" means any wastewater facility, water facility project or any combination thereof, constructed or operated or to be constructed or operated by a project sponsor;

(p) "Project sponsor" means any governmental agency or person, or any combination thereof, including, but not limited to, any public utility, which intends to plan, acquire, construct, improve or otherwise develop a project;

(q) "Public service commission" means the Public Service Commission of West Virginia created and established under section three, article one, chapter twenty-four of this code, or any successor to all or any substantial part of its powers and duties;

(r) "Person" means any individual, corporation, partnership, association, limited liability company or any other form of business organization;

(s) "Public utility" means any person or persons, or association of persons, however associated, whether incorporated or not, including, without limitation, any governmental agency, operating a wastewater facility or water facility as a public service, which is regulated by the Public Service Commission as a public utility under chapter twenty-four of this code or which is required to file its tariff with the Public Service Commission;

(t) "State Development Office" means the West Virginia Development Office established under article two, chapter five-b of this code, or any successor to all or any substantial part of its powers and duties;

(u) "State infrastructure agency" means the division of health, Division of Environmental Protection, Housing Development Fund, Public Service Commission, state Development Office, water development authority, economic development authority and any other state agency, division, body, authority, commission, instrumentality or entity which now or in the future receives applications for the funding of, and provides funding or technical assistance to, the planning, acquisition, construction or improvement of a project;

(v) "Wastewater facility" means all facilities, land and equipment used for or in connection with treating, neutralizing, disposing of, stabilizing, cooling, segregating or holding wastewater, including, without limitation, facilities for the treatment and disposal of sewage, industrial wastes or other wastes, wastewater, and the residue thereof; facilities for the temporary or permanent impoundment of wastewater, both surface and underground; and sanitary sewers or other collection systems, whether on the surface or underground, designed to transport

wastewater together with the equipment and furnishings therefor or thereof and their appurtenances and systems, whether on the surface or underground including force mains and pumping facilities therefor;

(w) "Water development authority" means the West Virginia water development authority continued pursuant to the provisions of article one, chapter twenty-two-c of this code, or any successor to all or any substantial part of its powers and duties; and

(x) "Water facility" means all facilities, land and equipment used for or in connection with the collection and/or storage of water, both surface and underground, transportation of water, storage of water, treatment of water and distribution of water all for the purpose of providing potable, sanitary water suitable for human consumption and use.

§31-15A-3. West Virginia Infrastructure and Jobs Development Council continued; members of council; staff of council.

(a) The West Virginia Infrastructure and Jobs Development Council is continued. The council is a governmental instrumentality of the state. The exercise by the council of the powers conferred by this article and the carrying out of its purpose and duties shall be considered and held to be, and are determined to be, essential governmental functions and for a public purpose.

(b) The council shall consist of thirteen members, including:

(1) The Governor or designee;

(2) The Executive Director of the Housing Development Fund or his or her designee;

(3) The Director of the Division of Environmental Protection or his or her designee;

(4) The Director of the Economic Development Authority or his or her designee;

(5) The Director of the Water Development Authority or his or her designee;

(6) The Director of the Division of Health or his or her designee;

(7) The Chairman of the Public Service Commission or his or her designee; and

(8) Six members representing the general public: Provided, That there shall be at least one member representing the general public from each congressional district. No more than one member representing the general public may be a resident of the same county.

(c) The Governor shall appoint the public members of the council who shall serve three-year staggered terms.

(d) The Commissioner of the Division of Highways, the Executive Director of the State Rail Authority, two members of the West Virginia Senate, two members of the West Virginia House

of Delegates, the Chancellor of the Higher Education Policy Commission and the Chancellor of the West Virginia Council for Community and Technical College Education serve as advisory members of the council. The advisory members shall be ex officio, nonvoting members of the council.

(e) The Governor shall appoint the legislative members of the council: Provided, That no more than three of the legislative members may be of the same political party.

(f) The Governor or designee shall serve as chairman and the council shall annually appoint a vice chairperson and shall appoint a secretary, who need not be a member of the council and who shall keep records of its proceedings. Seven members of the council shall constitute a quorum and the affirmative vote of at least the majority of those members present shall be necessary for any action taken by vote of the council. A vacancy in the membership of the council does not impair the rights of a quorum by such vote to exercise all the rights and perform all the duties of the council.

(g) A member of the council who serves by virtue of his or her office does not receive compensation or reimbursement of expenses for serving as a member. The public members are reimbursed for actual expenses incurred in the service of the council in a manner consistent with guidelines of the travel management office of the Department of Administration.

(h) The council meets at least monthly to review projects and infrastructure projects requesting funding assistance and otherwise to conduct its business and may meet more frequently if necessary. Notwithstanding any other provision of this article to the contrary, the Economic Development Authority is not subject to council review with regard to any action taken pursuant to the authority established in article fifteen, chapter thirty-one of this code. The Governor's Civil Contingent Fund is not subject to council review with regard to projects or infrastructure projects funded through the Governor's Civil Contingent Fund.

(i) The Water Development Authority shall provide office space for the council and each governmental agency represented on the council shall provide staff support for the council in the manner determined appropriate by the council.

(j) The council shall invite to each meeting one or more representatives of the United States Department of Agriculture, Rural Economic Community Development, the United States Economic Development Agency and the United States Army Corps of Engineers or any successors thereto. The council shall invite other appropriate parties as is necessary to effectuate the purposes of this article.

§31-15A-4. Development of guidelines and preliminary application for funding assistance.

(a) To implement and carry out the intent of this article, the council shall promulgate legislative rules in accordance with article three, chapter twenty-nine-a of this code to develop comprehensive, uniform guidelines for use by the council and other state infrastructure agencies in evaluating any request by a project sponsor for funding assistance to plan, acquire, construct, improve or otherwise develop a project or infrastructure project. The guidelines shall include the

following factors: (1) The public health benefits of the project or infrastructure project; (2) the economic development benefits of the project or infrastructure project; (3) the degree to which the project or infrastructure project will correct deficiencies in the compliance of water supply or sewage treatment facilities with state or federal laws, regulations or standards; (4) the degree to which the project or infrastructure project encourages effective and efficient consolidation of water or sewage treatment systems consistent with the comprehensive plan developed pursuant to section six of this article; (5) the cost effectiveness of the project or infrastructure project as compared with alternatives which achieve substantially the same public health or economic development benefits, including the consideration of providing maximum feasible fire protection; (6) the availability of alternative sources of funding which could finance all or a part of the project and infrastructure project, and the need for the assistance of the council to finance the project or infrastructure project or attract other sources of funding; (7) the applicant's ability to operate and maintain the system if the project or infrastructure project is approved; (8) the degree to which the project or infrastructure project achieves other state or regional planning goals; (9) the estimated date upon which the project or infrastructure project could commence if funding were available and the estimated completion date of the project or infrastructure project; and (10) such other considerations as the council may consider necessary or appropriate to accomplish the purpose and intent of this article.

(b) The council shall create a preliminary application form which shall be used by all project sponsors requesting funding assistance from state infrastructure agencies to plan, acquire, construct, improve or otherwise develop an infrastructure project or project. The preliminary application form shall contain all information required by all state infrastructure agencies that will be required to issue permits and/or certificates regarding the project or infrastructure project. The preliminary application shall require the project sponsor to set forth the type and proposed location of the infrastructure project or project; the estimated total cost of the project; the amount of funding assistance required and the specific uses of the funding; other sources of funding available or potentially available for the infrastructure project or project; information demonstrating the need for the infrastructure project or project and that the proposed funding of the project is the most economically feasible and viable alternative to completing the project or infrastructure project; and such other information as the council considers necessary to enable it to recommend the type of project or infrastructure project financing, in terms of the kind, amount and source of funding, which the project sponsor should pursue and which the state infrastructure agency or agencies should consider an appropriate investment of public funds, and to otherwise carry out the intent of this article.

§31-15A-5. Requirements for project funding assistance; review of project preliminary applications by council.

(a) No project sponsor may apply for or receive any loan, loan guarantee, grant or other funding assistance for a project or infrastructure project from any state infrastructure agency (i) unless the project sponsor requiring the funding assistance first submits a completed preliminary application to the council on the form prepared for such purpose by the council pursuant to section four of this article, and (ii) except as may be recommended by the council after consideration of the preliminary application: Provided, That any project sponsor which has an

infrastructure project or project with either acceptable bids or all funding in place on the effective date of this act is not required to comply with the provisions of this section.

(b) The council shall, within thirty days of receipt of each completed preliminary application submitted to it, review the preliminary application and either (i) make a written recommendation as to the infrastructure project or project financing, in terms of the kind, amount and source of funding, which the project sponsor submitting the application should pursue and which the state infrastructure agency or agencies should consider an appropriate investment of public funds, or (ii) if the council determines that (1) the proposed project or infrastructure project is not eligible for funding assistance from any state infrastructure agency, or (2) the proposed project or infrastructure project is not otherwise an appropriate or prudent investment of state funds, the council shall recommend that the project sponsor not seek funding from any state infrastructure agency. A project sponsor shall include the preliminary application and the council's recommendations in any application to a state infrastructure agency.

(c) The council shall provide a copy of its recommendation with respect to each preliminary application, together with a copy of the preliminary application, to all appropriate state infrastructure agencies, which shall take into account the council's recommendations with respect to a project or infrastructure project before taking any action with respect to the project. No state infrastructure agency shall take any action inconsistent with the recommendation of the council unless the governing body of the agency, or the head of the agency if it has no governing body, expressly finds and determines that the recommendation is not in the best interest of the state or the area in which the proposed infrastructure project or project is to be located.

(d) In reviewing each preliminary application, the council shall use the engineering, financial and technical expertise of the respective staffs of the state infrastructure agencies represented on the council so as to recommend for funding those projects or infrastructure projects which are consistent with the purposes and intent of this article and with the policies and priorities of this state generally. The council may include in its findings a recommendation that a state infrastructure agency consider technical reports on the project prepared by other infrastructure agencies or by any federal agency.

§31-15A-6. Powers, duties and responsibilities of the council generally; comprehensive assessment.

(a) In addition to the powers set forth elsewhere in this article, the council is granted, has and may exercise all powers necessary or appropriate to carry out and effectuate the purposes and intent of this article. The council shall have the power and capacity to:

(1) Provide consultation services to project sponsors in connection with the planning, acquisition, improvement, construction or development of any infrastructure project or project;

(2) Periodically prepare a list of infrastructure projects or projects which cannot meet the established funding guidelines of the various state infrastructure agencies, other than the Housing Development Fund, but which are consistent with the mandates of this article and recommend to

the Water Development Authority that it make a grant or loan to the project sponsors from the infrastructure fund to finance the cost of one or more such projects or infrastructure projects;

(3) Do all other acts necessary and proper to carry out the powers expressly granted to the authority in this article; and

(4) Make and execute contracts, commitments and obligations and other instruments necessary or convenient for the exercise of its powers.

(b) The council shall develop a comprehensive statewide inventory of water supply systems and sewage treatment systems and an assessment of current and future needs. The assessment shall identify the areas of the state which do not have adequate public water or sewage systems and offer recommendations for the construction of new facilities or the extension or expansion of existing facilities to meet the identified needs. The council shall include in the assessment an identification of the obstacles, issues and problems which prevent or inhibit development of adequate infrastructure throughout the state, including financial, governmental, physical, or geographical factors and make recommendation as the council considers appropriate regarding the obstacles, issues or problems identified. This comprehensive inventory and assessment shall be updated at least once in every three-year period after the initial assessment and inventory is completed in 1996.

(c) The council shall study the viability of the consolidation of public service districts throughout the state. The council shall report their findings and conclusions on or before January 16, 1995 to the Governor, Speaker of the House of Delegates and President of the Senate.

§31-15A-7. Current and prospective planning; roads and highways; report to Division of Highways.

(a) The council shall take into account the current and prospective infrastructure needs in relation to plans of the Division of Highways for the development and building of new roads. Upon completion of an environmental impact study, the commissioner of highways shall provide the council with plans for any and all new roads. In a timely manner, the council shall advise the commissioner of the Division of Highways on the feasibility of the expansion of new or existing water and sewer lines concomitant to the construction of the new roads.

(b) The council has the authority to appoint local infrastructure planning teams. The local infrastructure planning teams may consist of the following: A designee of the Division of Highways from the region where the new road is being built; a designee of the Division of Highways from the central state office; a designee from the environmental engineers division of the Department of Health and Human Resources; a designee from the local developmental authority where the new road is being built; a designee from the regional developmental authority in the area where the new road is being built; a designee from the Public Service Commission; a designee from the Division of Environmental Protection; a designee from the county commission where the new road is being built who shall serve as chairperson of the planning team; a citizen of the county where the new road is being built to be chosen by the county commission; and the elected state delegates and senators from the area where the new

road is being built. In order to avoid delay of any highway project, immediately upon appointment of a local infrastructure planning team, the director of the Division of Highways shall submit to the council a time frame within which the planning team must act and within which the planning team must submit any plans, maps, recommendations or reports developed pursuant to this subsection. The local infrastructure planning team shall meet prior to the development and building of a new road. Members of the local infrastructure planning team shall only receive payment for actual expenses incurred. The local infrastructure planning team shall advise the commissioner of the Division of Highways on the feasibility of an infrastructure plan. The local infrastructure planning team shall meet to develop an infrastructure plan that includes an assessment study of existing water and sewer lines and a feasibility study on future development and laying of water and sewer lines. After these studies are completed, a developmental map shall be drawn of the proposed road route with overlays of the proposed water and sewer lines. These studies and the map shall be presented to the commissioner of the Division of Highways and shall be used by the commissioner in the planning, developing and building of the road.

(c) The water development authority shall establish a restricted account within the infrastructure fund to be expended for the construction of water and sewage lines as may be recommended by the council in accordance with this article and specifically, in accordance with the plan developed under subsection (b) of this section. The reserve account shall be known as the "infrastructure road improvement reserve account". The council and the Division of Highways may enter into agreements to share the cost of financing projects approved in accordance with this section from moneys available in the infrastructure road reserve account and moneys available from the state road fund. Annually, the council may direct the water development authority to transfer funds from the infrastructure fund in an amount not to exceed $1 million to the restricted account: Provided, That at no time may the balance of the restricted account exceed $1 million.

(d) For the purposes of this section the term "new" means a road right-of-way being built for the first time.

(e) After the construction of water and sewer lines adjacent to the new road, these new lines shall be turned over to existing utilities by expansion of boundaries of public service districts or shall be main extensions from the municipality.

§31-15A-8. Exemption of certain emergency projects from certificate of public convenience and necessity requirements; review of certain emergency projects by Public Service Commission; and exemption for North Fork Hughes River watershed project.

(a) If the council determines a project to be an emergency and the emergency project will be funded solely with grant money for the extension of an existing certificated water facility or wastewater facility, and if the council finds in its recommendation that the construction and acquisition of the emergency project will have no effect on the public utility's customer rates and will have no significant effect on its operational costs as a result of the project cost, then the emergency project is exempt from the requirement to obtain a certificate of public convenience and necessity under section eleven, article two, chapter twenty-four of this code. If the public

utility is a public service district, it is exempt from the approval of the Public Service Commission required under section twenty-five, article thirteen-a, chapter sixteen of this code.

(b) Any public utility, and any other entity that will operate as a public utility, must obtain a certificate of public convenience and necessity pursuant to section eleven, article two, chapter twenty-four of this code for any emergency project that is not exempt under subsection (a) of this section. The Public Service Commission shall render its final decision on any application for a certificate within one hundred twenty days of the filing of the application: Provided, That the thirty-day prefiling requirement is not required. If the project sponsor is a public service district, then the project will be exempted from the approval requirements of section twenty-five, article thirteen-a, chapter sixteen of this code.

(c) Projects that are not emergency projects are subject to the requirements of section eleven, article two, chapter twenty-four of this code to the extent they would be otherwise.

(d) The North Fork Hughes River watershed project, proposed to enhance economic growth and development through tourism as provided in subsection (l), section two of this article and to include a water facility project as defined in subsection (n), section two of this article, is hereby specifically exempted from any requirement imposed by this article, except that the provisions of subsection (a) of this section are specifically made applicable to the project. The project is hereby specifically authorized and the public land corporation shall have and may exercise the power of eminent domain and all authority otherwise prescribed by law to acquire necessary land and rights-of-way, to include approximately four hundred seventy-eight acres, in connection with the project. Funding for the project shall be provided by the federal government from the Appalachian regional commission through the United States soil conservation service. Upon completion of the project, the property acquired shall be transferred to the state park system. The commissioner of the Division of Tourism and parks or the successor to the commissioner's powers and duties is directed to expand the boundaries of North Bend state park to include the project area and to operate the expanded park property, including improved recreational facilities, from funds appropriated for that purpose.

§31-15A-9. Infrastructure fund; deposits in fund; disbursements to provide loans, loan guarantees, grants and other assistance; loans, loan guarantees, grants and other assistance shall be subject to assistance agreements; West Virginia Infrastructure Lottery Revenue Debt Service Fund; use of funds for projects.

(a) The Water Development Authority shall create and establish a special revolving fund of moneys made available by appropriation, grant, contribution or loan to be known as the "West Virginia Infrastructure Fund". This fund shall be governed, administered and accounted for by the directors, officers and managerial staff of the Water Development Authority as a special purpose account separate and distinct from any other moneys, funds or funds owned and managed by the Water Development Authority. The infrastructure fund shall consist of sub-accounts, as deemed necessary by the council or the Water Development Authority, for the deposit of: (1) Infrastructure revenues; (2) any appropriations, grants, gifts, contributions, loan proceeds or other revenues received by the infrastructure fund from any source, public or private; (3) amounts received as payments on any loans made by the Water Development Authority to

pay for the cost of a project or infrastructure project; (4) insurance proceeds payable to the Water Development Authority or the infrastructure fund in connection with any infrastructure project or project; (5) all income earned on moneys held in the infrastructure fund; (6) all funds deposited in accordance with section four of article fifteen-b; and (7) all proceeds derived from the sale of bonds issued pursuant to article fifteen-b of this chapter.

Any money collected pursuant to this section shall be paid into the West Virginia infrastructure fund by the state agent or entity charged with the collection of the same, credited to the infrastructure fund, and used only for purposes set forth in this article or article fifteen-b.

Amounts in the infrastructure fund shall be segregated and administered by the Water Development Authority separate and apart from its other assets and programs. Amounts in the infrastructure fund may not be transferred to any other fund or account or used, other than indirectly, for the purposes of any other program of the Water Development Authority, except that the Water Development Authority may use funds in the infrastructure fund to reimburse itself for any administrative costs incurred by it and approved by the council in connection with any loan, loan guarantee, grant or other funding assistance made by the Water Development Authority pursuant to this article.

(b) Notwithstanding any provision of this code to the contrary, amounts in the infrastructure fund shall be deposited by the Water Development Authority in one or more banking institutions: Provided, That any moneys so deposited shall be deposited in a banking institution located in this state. The banking institution shall be selected by the Water Development Authority by competitive bid. Pending the disbursement of any money from the infrastructure fund as authorized under this section, the Water Development Authority shall invest and reinvest the moneys subject to the limitations set forth in article eighteen, chapter thirty-one of this code.

(c) To further accomplish the purposes and intent of this article and article fifteen-b of this chapter, the Water Development Authority may pledge infrastructure revenues and from time to time establish one or more restricted accounts within the infrastructure fund for the purpose of providing funds to guarantee loans for infrastructure projects or projects: Provided, That for any fiscal year the Water Development Authority may not deposit into the restricted accounts more than twenty percent of the aggregate amount of infrastructure revenues deposited into the infrastructure fund during the fiscal year. No loan guarantee shall be made pursuant to this article unless recourse under the loan guarantee is limited solely to amounts in the restricted account or accounts. No person shall have any recourse to any restricted accounts established pursuant to this subsection other than those persons to whom the loan guarantee or guarantees have been made.

(d) Each loan, loan guarantee, grant or other assistance made or provided by the Water Development Authority shall be evidenced by a loan, loan guarantee, grant or assistance agreement between the Water Development Authority and the project sponsor to which the loan, loan guarantee, grant or assistance shall be made or provided, which agreement shall include, without limitation and to the extent applicable, the following provisions:

(1) The estimated cost of the infrastructure project or project, the amount of the loan, loan guarantee or grant or the nature of the assistance, and in the case of a loan or loan guarantee, the terms of repayment and the security therefor, if any;

(2) The specific purposes for which the loan or grant proceed shall be expended or the benefits to accrue from the loan guarantee or other assistance, and the conditions and procedure for disbursing loan or grant proceeds;

(3) The duties and obligations imposed regarding the acquisition, construction, improvement or operation of the project or infrastructure project; and

(4) The agreement of the governmental agency to comply with all applicable federal and state laws, and all rules and regulations issued or imposed by the Water Development Authority or other state, federal or local bodies regarding the acquisition, construction, improvement or operation of the infrastructure project or project and granting the Water Development Authority the right to appoint a receiver for the project or infrastructure if the project sponsor should default on any terms of the agreement.

(e) Any resolution of the Water Development Authority approving loan, loan guarantee, grant or other assistance shall include a finding and determination that the requirements of this section have been met.

(f) The interest rate on any loan to governmental, quasi- governmental, or not for profit project sponsors for projects made pursuant to this article shall not exceed three percent per annum. Due to the limited availability of funds available for loans for projects, it is the public policy of this state to prioritize funding needs to first meet the needs of governmental, quasi- governmental and not for profit project sponsors and to require that loans made to for-profit entities shall bear interest at the current market rates. Therefore, no loan may be made by the council to a for-profit entity at an interest rate which is less than the current market rate at the time of the loan agreement.

(g) The Water Development Authority shall cause an annual audit to be made by an independent certified public accountant of its books, accounts and records, with respect to the receipts, disbursements, contracts, leases, assignments, loans, grants and all other matters relating to the financial operation of the infrastructure fund, including the operating of any sub-account within the infrastructure fund. The person performing such audit shall furnish copies of the audit report to the commissioner of finance and administration, where they shall be placed on file and made available for inspection by the general public. The person performing such audit shall also furnish copies of the audit report to the Legislature's Joint Committee on Government and Finance.

(h) There is hereby created in the Water Development Authority a separate, special account which shall be designated and known as the "West Virginia Infrastructure Lottery Revenue Debt Service Fund," into which shall be deposited annually for the fiscal year beginning July 1, 2011, and each fiscal year thereafter, the first $6 million transferred pursuant to section eighteen-d, article twenty-two, chapter twenty-nine of this code and any other funds provided therefor:

Provided, That such deposits and transfers are not subject to the reservations of funds or requirements for distributions of funds established by sections ten and eleven of this article. Moneys in the West Virginia infrastructure lottery revenue debt service fund shall be used to pay debt service on bonds or notes issued by the Water Development Authority for watershed compliance projects as provided in section seventeen-b of this article, and to the extent not needed to pay debt service, for the design or construction of improvements for watershed compliance projects. Moneys in the West Virginia infrastructure lottery revenue debt service fund not expended at the close of the fiscal year do not lapse or revert to the General Fund but are carried forward to the next fiscal year.

§31-15A-10. Recommendations by council for expenditures of funds by loan, grant or for engineering assistance.

(a) To further accomplish the purpose and intent of this article, the water development authority shall use the moneys in the infrastructure fund created pursuant to section nine of this article, upon receipt of one or more recommendations from the council pursuant to section five of this article, to make loans, with or without interest, loan guarantees or grants and to provide other assistance, financial, technical or otherwise, to finance all or part of the costs of infrastructure projects or projects to be undertaken by a project sponsor: Provided, That any moneys disbursed from the infrastructure fund in the form of grants shall not exceed twenty percent of the total funds available for the funding of projects. No loan, loan guarantee, grant or other assistance shall be made or provided except upon a determination by the council that the loan, loan guarantee, grant or other assistance and the manner in which it will be provided are necessary or appropriate to accomplish the purposes and intent of this article, based upon an application submitted to the council: Provided, however, That no grant shall be made to a project sponsor that is not a governmental agency or a not for profit corporation under the provisions of section 501(c) of the Internal Revenue Code of 1986, as amended. Applications for loans, loan guarantees, grants or other assistance may be submitted by a project sponsor for one or more infrastructure projects on preliminary application forms prepared by the council pursuant to section four of this article. Any recommendation of the council approving a loan, loan guarantee, grant or other assistance shall include a finding and determination by the council that the requirements of this section have been met. The council shall base any decisions to loan money for projects to project sponsors pursuant to this article solely on the need of the project sponsors.

(b) The council has the authority in its sole discretion to make grants to project sponsors if it finds that: (1) The level of rates for the users would otherwise be an unreasonable burden given the users' likely ability to pay; or (2) the absence of a sufficient number of users prevents funding of the project except through grants: Provided, That no project sponsor shall receive infrastructure grant money in an amount in excess of fifty percent of the total cost of the project. Therefore, the council may consider the economic or financial conditions of the area to be served. As a condition for receipt of a grant under this subsection, the council may require, in addition to any other conditions, that the applicant pursue other state or federal grant or loan programs. Upon a recommendation by the council, the water development authority shall provide the grant in accordance with the recommendation. The council shall develop criteria to be considered in making grants to project sponsors which shall require consideration of the economic or financial conditions of the area to be served and the availability of other funding

sources. The council shall adopt procedural rules regarding the manner in which grants will be awarded in conformity with this section. The procedural rules shall be adopted pursuant to article three, chapter twenty-nine-a of this code.

(c) Notwithstanding any other provision of this article to the contrary, the council shall apply a mandatory minimum end user utility rate that must be met by the project sponsor before funding assistance may be awarded. The mandatory minimum end utility rate shall be based upon a uniform statewide percentage of the median household income in a particular geographic area and said rate shall not exceed six tenths of one percent: Provided, That funding assistance made from the proceeds of any general obligation bonds and revenue bonds issued after March 15, 1998, after transfers required to make the state match for the water and wastewater revolving loan programs pursuant to article two, chapter twenty-two-c and article thirteen-c, chapter sixteen of this code, shall be provided by the council on a pro rata basis divided equally among the congressional districts of this state as delineated in accordance with section three, article two, chapter one of this code: Provided, however, That infrastructure projects as defined in subsection (l), section two of this article shall not be subject to pro rata distribution. When determining median household income of a geographic area of the project to be served, the council shall consider any surveys of the income of the households that will be served by the project.

(d) No loan or grant funds may be made available for a project if the project to be funded will provide subsidized services to certain users in the service area of the project.

(e) Notwithstanding any other provision of this article to the contrary, engineering studies and requirements imposed by the council for preliminary applications shall not exceed those engineering studies and requirements which are necessary for the council to determine the economic feasibility of the project. If the council determines that the engineering studies and requirements for the preapplication would impose an undue hardship on any project sponsor, the council may provide funding assistance to project sponsors to defray the expenses of the preapplication process from moneys available in the infrastructure fund for making loans: Provided, That the council may only provide funding assistance in an amount equal to $5,000 or fifty percent of the total preapplication cost of the project, whichever amount is greater. If the project is ultimately approved for a loan by the council, the amount of funding assistance provided to the project sponsor for the preapplication process shall be included in the total amount of the loan to be repaid by the project sponsor. If the project is not ultimately approved by the council, then the amount of funding assistance provided to the project sponsor will be considered a grant by the council and the total amount of the assistance shall be forgiven. In no event may the amount of funding assistance provided to all project sponsors exceed, in the aggregate, $100,000 annually.

(f) The council shall report to the Governor, the Speaker of the House of Delegates and the President of the Senate during each regular and interim session of the Legislature, on its activities and decisions relating to distribution or planned distribution of grants and loans under the criteria to be developed pursuant to this article.

§31-15A-11. Reservation of funds for projects and infrastructure projects.

Eighty percent of the funds deposited in the West Virginia infrastructure fund shall be dedicated for the purpose of providing funding for the cost of projects as defined in subsection (n), section two of this article. Twenty percent of the funds deposited in the West Virginia infrastructure fund shall be dedicated for the purpose of providing funding for costs of infrastructure projects as defined in subsection (l), section two of this article. Project sponsors of infrastructure projects shall follow the application process as established by this article: Provided, That notwithstanding any provision of this article to the contrary, all applications for any infrastructure project shall be submitted to the executive director of the West Virginia Development Office for review, recommendation and approval regarding infrastructure project funding.

§31-15A-12. Additional powers of water development authority.

To accomplish the purpose and intent of this article, the water development authority is hereby empowered, in addition to all other powers granted to it under this code, upon approval of the council, to (1) enter into agreements or other transactions with any federal or state agency in connection with any infrastructure project or project; (2) receive or administer on behalf of any federal or state agency grants, subsidies or other payments to be applied to the costs of any infrastructure project or project financed, in whole or in part, or otherwise assisted by the water development authority, including, but not limited to, payments to be applied to operating costs and debt service or obligations of any project sponsor; (3) receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants and contributions are made; (4) establish and amend the criteria and qualifications for making loans, loan guarantees or grants, or providing any other assistance, for any infrastructure project or project, and the terms of any loans, loan guarantee, grant or assistance agreement for any project; and (5) do all things which are necessary to further the purposes and intent of this article.

§31-15A-13. Prohibition on funds inuring to the benefit of or being distributable to water development board; transactions between the water development board and officers having certain interests in such transactions.

No part of the infrastructure fund or the West Virginia infrastructure revenue debt service fund shall inure to the benefit of or be distributable to the water development board directors or officers of the water development authority except that the water development authority is authorized and empowered to pay reasonable compensation, other than to members of the water development board, including the chairman, vice chairman, secretary-treasurer for services rendered and to make loans and exercise its other powers as previously specified in furtherance of its corporate purpose: Provided, That no loans shall be made, and no property shall be purchased or leased from, or sold, leased or otherwise disposed of, to any water development board member or officer of the water development authority.

§31-15A-14. Termination or dissolution.

Upon the termination or dissolution of the water development authority, all rights and properties of the water development authority with respect to the infrastructure fund shall pass to and be vested in the state, subject to the rights of lienholders and other creditors.

§31-15A-15. Projects not to be considered public improvements; competitive bid requirements.

(a) No project or infrastructure project acquired, constructed, maintained or financed, in whole or in part, by the water development authority shall be considered to be a "public improvement" within the meaning of the provisions of article five-a, chapter twenty-one of this code as a result of the financing.

(b) The state and its subdivisions shall, except as provided in subsection (c) of this section, solicit competitive bids and require the payment of prevailing wage rates as provided in article five-a, chapter twenty-one of this code for every project or infrastructure project funded pursuant to this article exceeding $25,000 in total cost.

Following the solicitation of the bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: Provided, That the state and its subdivisions may reject all bids and solicit new bids on the project.

(c) This section does not:

(1) Apply to work performed on construction or repair projects not exceeding a total cost of $50,000 by regular full-time employees of the state or its subdivisions: Provided, That no more than $50,000 shall be expended on an individual project in a single location in a twelve-month period;

(2) Prevent students enrolled in vocational educational schools from being used in the construction or repair projects when such use is a part of the students' training program;

(3) Apply to emergency repairs to building components and systems: Provided, That the term "emergency repairs" means repairs that, if not made immediately, will seriously impair the use of the building components and systems or cause danger to those persons using the building components and systems; or

(4) Apply to any situation where the state or a subdivision of the state comes to an agreement with volunteers, or a volunteer group, by which the governmental body will provide construction or repair materials, architectural, engineering, technical or any other professional services and the volunteers will provide the necessary labor without charge to, or liability upon, the governmental body: Provided, That the total cost of the construction or repair projects does not exceed $50,000.

(d) The provisions of subsection (b) of this section do not apply to privately owned projects or infrastructure projects constructed on lands not owned by the state or a subdivision of the state.

§31-15A-16. Dedication of severance tax proceeds.

(a) There shall be dedicated an annual amount from the collections of the tax collected pursuant to article thirteen-a, chapter eleven of this code for the construction, extension, expansion, rehabilitation, repair and improvement of water supply and sewage treatment systems and for the acquisition, preparation, construction and improvement of sites for economic development in this state as provided in this article.

(b) Notwithstanding any other provision of this code to the contrary, beginning on July 1, 1995, the first $16 million of the tax collected pursuant to article thirteen-a, chapter eleven of this code shall be deposited to the credit of the West Virginia Infrastructure General Obligation Debt Service Fund created pursuant to section three, article fifteen-b of this chapter: Provided, That beginning on July 1, 1998, the first $24 million of the tax annually collected pursuant to article thirteen-a of this code shall be deposited to the credit of the West Virginia Infrastructure General Obligation Debt Service Fund created pursuant to section three, article fifteen-b of this chapter: Provided, however, That subject to the conditions, limitations, exclusions and constraints prescribed by subsection (c) of this section, beginning on July 1, 2013, the amount deposited under this subsection to the credit of the West Virginia Infrastructure General Obligation Debt Service Fund created pursuant to section three, article fifteen-b of this chapter shall be the first $23 million of the tax annually collected pursuant to article thirteen-a, chapter eleven of this code: Provided further, That subject to the conditions, limitations, exclusions and constraints prescribed by subsection (c) of this section, beginning on July 1, 2015, the amount deposited under this subsection to the credit of the West Virginia Infrastructure General Obligation Debt Service Fund created pursuant to section three, article fifteen-b of this chapter shall be the first $22.5 million of the tax annually collected pursuant to article thirteen-a, chapter eleven of this code: And provided further, That subject to the conditions, limitations, exclusions and constraints prescribed by subsection (c) of this section, beginning on July 1, 2016, the amount deposited under this subsection to the credit of the West Virginia Infrastructure General Obligation Debt Service Fund created pursuant to section three, article fifteen-b of this chapter shall be an amount of the tax first collected in the fiscal year pursuant to article thirteen-a, chapter eleven of this code, equal to the annual debt service necessary to pay principle, and interest and to ultimately retire bonds over their scheduled amortization life, in accordance with the provisions of article fifteen-b of this chapter. Such annual debt service amount shall be determined in accordance with a debt amortization table to be published by the Treasurer, not later than April 1, 2016, and subject to amendment, from time to time, as the Treasurer considers necessary. In no case may the amount so deposited in any fiscal year exceed $22.25 million of the tax annually collected pursuant to article thirteen-a, chapter eleven of this code.

(c) Notwithstanding any provision of subsection (b) of this section to the contrary: (1) None of the collections from the tax imposed pursuant to section six, article thirteen-a, chapter eleven of this code shall be so dedicated or deposited; and (2) the portion of the tax imposed by article thirteen-a, chapter eleven and dedicated for purposes of Medicaid and the Division of Forestry pursuant to section twenty-a of said article shall remain dedicated for the purposes set forth in said section.

(d) On or before May 1 of each year, commencing May 1, 1995, the council, by resolution, shall certify to the Treasurer and the Water Development Authority the principal and interest coverage

ratio and amount for the following fiscal year on any infrastructure general obligation bonds issued pursuant to the provisions of article fifteen-b of this chapter.

§31-15A-17. Water development authority empowered to issue infrastructure revenue bonds and refunding bonds; creation of infrastructure revenue debt service fund; funding of infrastructure revenue debt service fund; requirements and manner of such issuance.

(a) To accomplish the purpose and intent of this article, the water development authority is hereby empowered at the written request of the council to issue from time to time infrastructure revenue bonds of the state in such principal amounts as the council deems necessary to make loans and loan guarantees and other forms of financial assistance to project sponsors for one or more projects or infrastructure projects: Provided, That the water development authority may not issue any such bonds, other than refunding bonds, unless the council by resolution determines that the aggregate cost of the projects or infrastructure projects expected to be constructed during any annual period exceeds (1) the projected annual infrastructure revenues for the same period, and (2) the principal and interest payments not otherwise pledged to the infrastructure revenue debt service fund that are due the water development authority on all outstanding loans previously made by the water development authority pursuant to the provisions of this article.

(b) The proceeds of infrastructure revenue bonds shall be used solely for the purpose of making loans and loan guarantees and other forms of financial assistance to sponsors of one or more projects or infrastructure projects, and shall be deposited in one or more special accounts with the trustee under the trust agreement securing such bonds and disbursed from time to time for projects or infrastructure projects in accordance with this article: Provided, That notwithstanding any provision of this code to the contrary, twenty percent of the funds deposited in the special account shall be dedicated for the purpose of providing funding for costs of infrastructure projects as defined in subsection (l), section two, of this article.

(c) The water development authority may not authorize the disbursement of any proceeds of infrastructure revenue bonds unless it has received documentation from the council pursuant to the provisions of section ten of this article.

(d) There is hereby created in the water development authority a special fund which shall be designated and known as the "West Virginia Infrastructure Revenue Debt Service Fund," into which shall be transferred solely from the loan repayments deposited in the infrastructure fund the amounts certified by the director of the water development authority as necessary to pay the principal, premium, if any, and interest on infrastructure revenue bonds and any reserve requirements, subject to the terms of any agreement with the holders of the infrastructure revenue bonds. All amounts deposited in the West Virginia infrastructure revenue debt service fund shall be pledged to the repayment of the principal, interest and redemption premium, if any, on any infrastructure revenue bonds authorized by this article: Provided, That amounts on deposit in the fund may be used to establish or maintain reserves created for the purposes of securing such infrastructure revenue bonds. The pledge shall be valid and binding from the time the pledge is made, and the West Virginia infrastructure revenue debt service fund so pledged shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act, and the lien of any such pledge shall be valid and binding as against all parties having

claims of any kind in tort, contract or otherwise against the water development authority irrespective of whether the parties have notice thereof.

(e) Except as may otherwise be expressly provided in this article or by resolution of the water development authority, every issue of infrastructure revenue bonds shall be special obligations of the water development authority payable solely from amounts in the West Virginia infrastructure revenue debt service fund, and the reserves created for this purpose by the water development authority, without preference or priority among the bonds regardless of when issued, subject only to any agreements with the holders of any bonds to the contrary. All such bonds are hereby declared to be negotiable instruments.

(f) Infrastructure revenue bonds shall be authorized by resolution of the water development authority. These bonds shall bear such dates and shall mature at such times, in case of any note or renewal thereof not exceeding five years from the date of issue of the original note, and in the case of any bond not exceeding fifty years from the date of issue, as the resolution may provide. Infrastructure revenue bonds shall bear interest at a rate or rates, including variable rates, shall be taxable or tax-exempt, shall be in the denominations, shall be in registered form, shall carry the registration privileges, shall be payable in the medium and place of payment, and shall be subject to the terms of redemption as the water development authority may authorize. Infrastructure revenue bonds may be sold by the water development authority at public or private sale at the price the water development authority determines in consultation with the council. Infrastructure revenue bonds shall be executed by the chairman and the vice chairman of the water development authority, either or both of whom may use a facsimile signature. The official seal of the water development authority or a facsimile thereof shall be affixed thereto or printed thereon and attested by manual or facsimile signature by the secretary-treasurer of the water development authority. If any officer whose signature, or a facsimile of whose signature appears on any infrastructure revenue bond ceases to be such officer before delivery of such bond, such signature or facsimile is nevertheless sufficient for all purposes to the same extent as if he or she had remained in office until such delivery, and if the seal of the water development authority has been changed after a facsimile has been imprinted on such bond, the facsimile will continue to be sufficient for all purposes.

(g) Any resolution authorizing any infrastructure revenue bonds may contain provisions, subject to any agreement with bondholders or noteholders which may then exist, which agreements shall be part of the contract with the holder thereof, with respect to the pledge of or other use and disposition of amounts in the infrastructure revenue debt service fund; the setting aside of reserve funds; the disposition of any assets of the water development authority; limitations on the purpose to which the proceeds of sale of bonds may be applied; the authorization of notes issued in anticipation of the issuance of bonds; an agreement of the water development authority to do all things necessary for the authorization, issuance and sale of such bonds in such amounts as may be necessary for the timely retirement of such notes; limitations on the issuance of additional bonds; the terms upon which additional bonds may be issued and secured; the refunding of outstanding bonds and the renewal of outstanding notes; the procedures, if any, by which the terms of any contract with bondholders or noteholders may be amended or abrogated; the amount of bonds the holders of which must consent thereto and the manner in which such

consent may be given; and any other matter which in any way affects the security for or protection of the bonds.

(h) In the event that the sum of all reserves pledged to the payment of the bonds is less than the minimum reserve requirements established in any resolution or resolutions authorizing the issuance of the bonds, the chairman or the director of the water development authority shall certify, on or before December 1, of each year, the amount of such deficiency to the Governor of the state for inclusion, if the Governor shall so elect, of the amount of such deficiency in the budget to be submitted to the next session of the Legislature for appropriation to the water development authority to be pledged for payment of such bonds: Provided, That the Legislature shall not be required to make any appropriations so requested, and the amount of such deficiencies shall not constitute a debt or liability of the state.

(i) Neither the officers or board members of the water development authority, nor any person executing the infrastructure revenue bonds, shall be liable personally on the bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

§31-15A-17a. Infrastructure revenue bonds payable from A. James Manchin Fund.

Notwithstanding any other provision of this code to the contrary, the Water Development Authority may issue, in accordance with the provisions of section seventeen of this article, infrastructure revenue bonds payable from the A. James Manchin Fund created by section nine, article fifteen-a, chapter twenty-two of this code and such other sources as may be legally pledged for such purposes other than the West Virginia Infrastructure Revenue Debt Service Fund created by section seventeen of this article.

§31-15A-17b. Infrastructure lottery revenue bonds for watershed compliance projects.

(a)(1) The Chesapeake Bay has been identified as an impaired water body due to excessive nutrients entering the bay from various sources in six states, including wastewater facilities in West Virginia. To restore the Chesapeake Bay, the states have agreed to reduce their respective nutrient contributions to the Chesapeake Bay.

(2) The Greenbrier River Watershed in southeastern West Virginia which encompasses approximately 1,646 square miles, the majority of which lies within Pocahontas, Greenbrier, Monroe and Summers counties, has been identified as an impaired water body due to excessive levels of fecal coliform and phosphorus entering the watershed from various sources, including wastewater facilities in West Virginia. To restore the Greenbrier River Watershed, the state agrees to reduce the fecal coliform and phosphorus contributions to the Greenbrier River Watershed.

(b) Notwithstanding any other provision of this code to the contrary, the Water Development Authority may issue, in accordance with the provisions of section seventeen of this article, infrastructure lottery revenue bonds payable from the West Virginia Infrastructure Lottery Revenue Debt Service Fund created by section nine of this article and such other sources as may

be legally pledged for such purposes other than the West Virginia Infrastructure Revenue Debt Service Fund created by section seventeen of this article.

(c) The council shall direct the Water Development Authority to issue bonds in one or more series when it has approved Chesapeake Bay watershed compliance projects and Greenbrier River watershed compliance projects with an authorized permitted flow of four hundred thousand gallons per day or more. The proceeds of the bonds shall be used solely to pay costs of issuance, fund a debt service reserve account, capitalize interest, pay for security instruments necessary to market the bonds and to make grants to governmental instrumentalities of the state for the construction of approved Chesapeake Bay watershed compliance projects and Greenbrier River watershed compliance projects. To the extent funds are available in the West Virginia Infrastructure Lottery Revenue Debt Service Fund that are not needed for debt service, the council may direct the Water Development Authority to make grants to project sponsors for the design or construction of approved Chesapeake Bay watershed compliance projects and Greenbrier River watershed compliance projects: Provided, That the council shall direct the Water Development Authority to provide from moneys in the Lottery Revenue Debt Service Fund not needed to pay debt service in fiscal year 2013 a grant of $6 million to a Chesapeake Bay watershed compliance project which opened bids on December 28, 2011, and further provided that such Chesapeake Bay watershed compliance project shall receive no further grant funding under this section after receipt of the $6 million grant.

(d) No later than June 30, 2012, each publicly owned facility with an authorized permitted flow of four hundred thousand gallons per day or more that is subject to meeting Chesapeake Bay compliance standards or Greenbrier River watershed compliance standards shall submit to the council a ten-year projected capital funding plan for Chesapeake Bay watershed compliance projects or Greenbrier River watershed compliance projects, as the case may be, including a general project description, cost estimate and estimated or actual project start date and project completion date, if any. The council shall timely review the submitted capital funding plans and forward approved plans to the Water Development Authority for further processing and implementation pursuant to this article. If the council finds a plan to be incomplete, inadequate or otherwise problematic, it shall return the plan to the applicant with comment on the plan shortcomings. The applicant may then resubmit to council an amended capital funding plan for further consideration pursuant to the terms of this subsection.

(e) Upon approval, each proposed Chesapeake Bay watershed compliance project or Greenbrier River watershed compliance project, or portion of a larger project, which portion is dedicated to compliance with nutrient standards, or fecal coliform and phosphorus standards, established for the protection and restoration of the Chesapeake Bay or the Greenbrier River watershed, as the case may be, shall be eligible for grant funding by funds generated by the infrastructure lottery revenue bonds described in subsection (b) of this section. At the request of the applicant, the remaining percentage of project funding not otherwise funded by grant under the provisions of this article may be reviewed as a standard project funding application.

(f) No later than December 1, 2012, the Water Development Authority shall report to the Joint Committee on Government and Finance the total cost of Chesapeake Bay watershed compliance projects and the Greenbrier River watershed compliance projects and the proposed grant awards

for each eligible project. From the proceeds of bonds issued under subsection (b) of this section, the council shall direct the Water Development Authority to make grants to eligible projects ready to proceed to construction and those grant awards shall be pro rated to an equal percentage of total eligible costs among all applicants for each eligible project as certified by the Water Development Authority in its report to the Joint Committee on Government and Finance dated November 26, 2012: Provided, That the final project, and its financing, is consistent with the scope of the eligible project included in the council's approval on December 5, 2012.

(g) Eligible projects that have obtained project financing prior to December 31, 2012, may apply to the council for funding under the provisions of this section. These applications shall be processed and considered as all other eligible projects, and a grant funding awarded shall, to the extent allowed by law, be dedicated to prepay all or a portion of debt previously incurred by governmental instrumentalities of the state for required Chesapeake Bay nutrient removal projects or Greenbrier River watershed fecal coliform and phosphorus removal projects, subject to the bond covenants and contractual obligations of the borrowing governmental entity. However, any private portion of funding provided by agreement between a political subdivision and one or more private entities, either by direct capital investment or debt service obligation, shall not be eligible for grant funding under the provisions of this article.

§31-15A-18. Trustee for holders of infrastructure revenue bonds; contents of trust agreement.

(a) Any infrastructure revenue bonds issued by the water development authority under this article shall be secured by a trust agreement between the water development authority and a corporate trustee, which trustee may be any trust company or banking institution having the powers of a trust company within this state.

(b) Any trust agreement may pledge or assign the infrastructure revenue debt service fund. Any trust agreement or any resolution providing for the issuance of such bonds may contain such provisions for protecting and enforcing the rights and remedies of the bondholders or noteholders as are reasonable and proper and not in violation of law, including the provisions contained in section seventeen of this article, and covenants setting forth the duties of the water development authority in respect to the payment of the principal of and interest, charges and fees on loans made to, or bond purchases from, governmental agencies from the proceeds of the bonds, and the custody, safeguarding and application of all moneys. Any banking institution or trust company incorporated under the laws of this state which may act as depository of the proceeds of bonds or of the infrastructure debt service fund shall furnish such indemnifying bonds or pledge securities as are required by the water development authority. The trust agreement may set forth the rights and remedies of the bondholders and noteholders and of the trustee and may restrict individual rights of action by bondholders and noteholders as customarily provided in trust agreements or trust indentures securing similar bonds and notes. The trust agreement may contain such other provisions as the water development authority deems reasonable and proper for the security of the bondholders or noteholders. All expenses incurred in carrying out the provisions of any such trust agreement may be treated as part of the cost of the construction, renovation, repair, improvement or acquisition of a project or infrastructure project.

§31-15A-19. Legal remedies of infrastructure revenue bondholders or noteholders and trustees.

Any holder of infrastructure revenue bonds issued pursuant to this article and the trustee under any trust agreement, except to the extent the rights given by this article may be restricted by the applicable resolution or trust agreement, may by civil action, mandamus or other proceedings protect and enforce any rights granted under the laws of this state or granted under this article, by the trust agreement or by the resolution in the issuance of the bonds, and may enforce and compel the performance of all duties required by this article, pursuant to the trust agreement or resolution, to be performed by the water development authority or any officer thereof.

§31-15A-20. Infrastructure revenue bonds lawful investments.

All infrastructure revenue bonds issued pursuant to this article shall be lawful investments for banking institutions, societies for savings, building and loan associations, savings and loan associations, deposit guarantee associations, trust companies, and insurance companies, including domestic for life and domestic not for life insurance companies.

§31-15A-21. Purchase and cancellation of infrastructure revenue bonds.

(a) The water development authority, subject to such agreements with noteholders or bondholders as may then exist, shall have the power, from any funds available therefor, to purchase or redeem infrastructure revenue bonds of the water development authority.

(b) If the infrastructure revenue bonds are then redeemable, the price of the purchase shall not exceed the redemption price then applicable, plus accrued interest to the next interest payment date thereon. If the infrastructure revenue bonds are not then redeemable, the price of the purchase shall not exceed the redemption price applicable on the first date after the purchase upon which the bonds become subject to redemption, plus accrued interest to such date. Upon purchase or redemption, the bonds shall be canceled.

§31-15A-22. Refunding revenue bonds.

Any infrastructure revenue bonds issued pursuant to the provisions of this article and at any time outstanding may at any time and from time to time be refunded by the water development authority by the issuance of its refunding revenue bonds in an amount it deems necessary to refund the principal of the bonds to be refunded, together with any unpaid interest thereon, to provide additional funds for the water development authority to accomplish the purpose of this article, and to pay any premiums and commissions necessary to be paid in connection therewith. Any refunding may be effected whether the infrastructure revenue bonds to be refunded shall have then matured or shall thereafter mature: Provided, That the holders of any infrastructure revenue bonds so to be refunded shall not be compelled without their consent to surrender their infrastructure revenue bonds for payment or exchange prior to the date on which they are payable or, if they are called for redemption, prior to the date on which they are by their terms subject to redemption. Any refunding revenue bonds issued pursuant to this article shall be payable from the West Virginia infrastructure revenue debt service fund, and shall be subject to

the provisions contained in section seventeen of this article, and shall be secured in accordance with the provisions of sections seventeen and eighteen of this article.

§31-15A-23. Infrastructure revenue bonds not debt of state, county, municipality or any political subdivision.

Infrastructure revenue bonds issued pursuant to the provisions of this article shall not constitute a debt or a pledge of the faith and credit or taxing power of this state or of any county, municipality or any other political subdivision of this state. The holders or owners thereof shall have no right to have taxes levied by the Legislature or the taxing authority of any county, municipality or any other political subdivision of this state for the payment of the principal thereof or interest thereon. The bonds shall be payable solely from the revenues and funds pledged for their payment as authorized by this article. All such bonds shall contain on the face thereof a statement to the effect that the bonds, as to both principal and interest, are not debts of the state or any county, municipality or political subdivision thereof, but are payable solely from revenues and funds pledged for their payment.

§31-15A-24. Infrastructure revenue bonds exempt from taxation.

The exercise of the powers granted to the water development authority by this article will be in all respects for the benefit of the people of the state, for the improvement of their health, safety, convenience and welfare and for the enhancement of their residential, agricultural, recreational, economic, commercial and industrial opportunities and is for a public purpose. As the construction, acquisition, repair or renovation of projects or infrastructure projects will constitute the performance of essential governmental functions, the water development authority shall not be required to pay any taxes or assessments upon any project or upon any property acquired or used by the water development authority or upon the income therefrom. The infrastructure revenue bonds and all interest and income thereon shall be exempt from all taxation by this state, or any county, municipality, political subdivision or agency thereof, except estate taxes.

BEFORE THE COUNTY COMMISSION OF LOGAN COUNTY, WEST VIRGINIA

IN RE: LOGAN COUNTY PUBLIC SERVICE DISTRICT

Be it resolved that the Logan County Commission on its own motion, on the *5th May* 197[illegible], hereby proposes the creation of a public service district to be known as The Logan County Public Service District. The territory to be embraced in said public service district is as follows:

All of Logan County;

Excepting, however:

All of the municipality of Logan;
All of the municipality of Chapmanville;
All of [illegible];
All of the [illegible] Public Service District of the [illegible] (... acres), more or less.

Said territory and said exclusions are more particularly shown by a map of Logan County attached hereto and incorporated as a part hereof and outlined in red.

The County Commission further proposes that the Big South Public Service District heretofore created by Order of the County Court of Logan County on the 7th day of February, 1956, the Gore-Stollings-Valley View Public Service District created by Order of the County Court of Logan County, on the 8th day of March, 1971, and the Logan Public Service District heretofore created by Order of the County Court of Logan County on the 10th day of October, 1972, shall be consolidated with and incorporated into the proposed Logan County Public Service District.

The County Commission further fixes that a public hearing shall be held on the creation of said public service district and the date of said hearing shall be June 5, 1978, at 11 o'clock A.M., at Logan County Courthouse. It is further ordered that the necessary and proper legal advertisements and public notices to compliance with Chapter 16, Article 13A, Section 3, shall be held.

Entered this the 8th day of May 1978.

Chas. H. Stollings

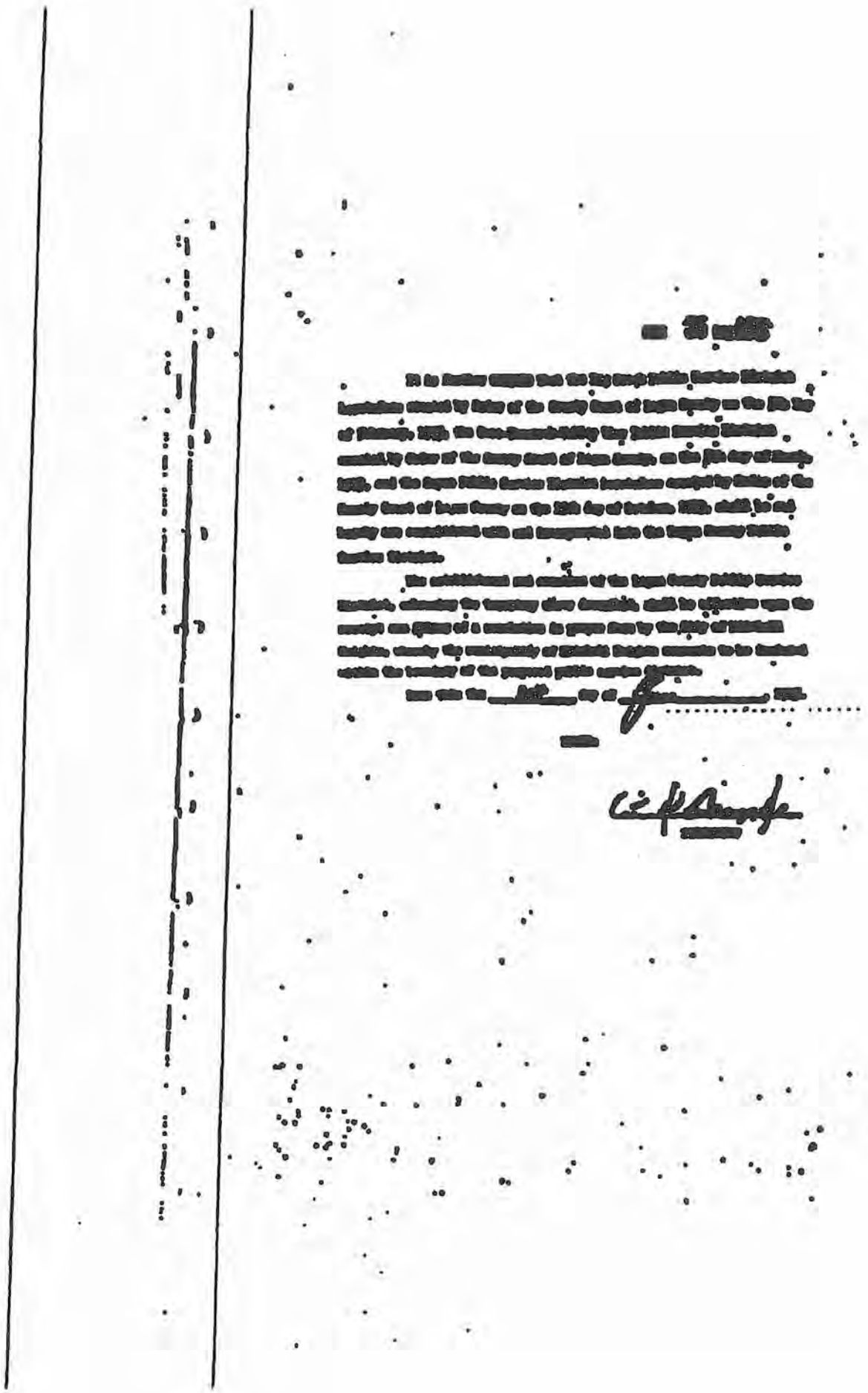
Dennis Shrewsbury

Stuart Hager

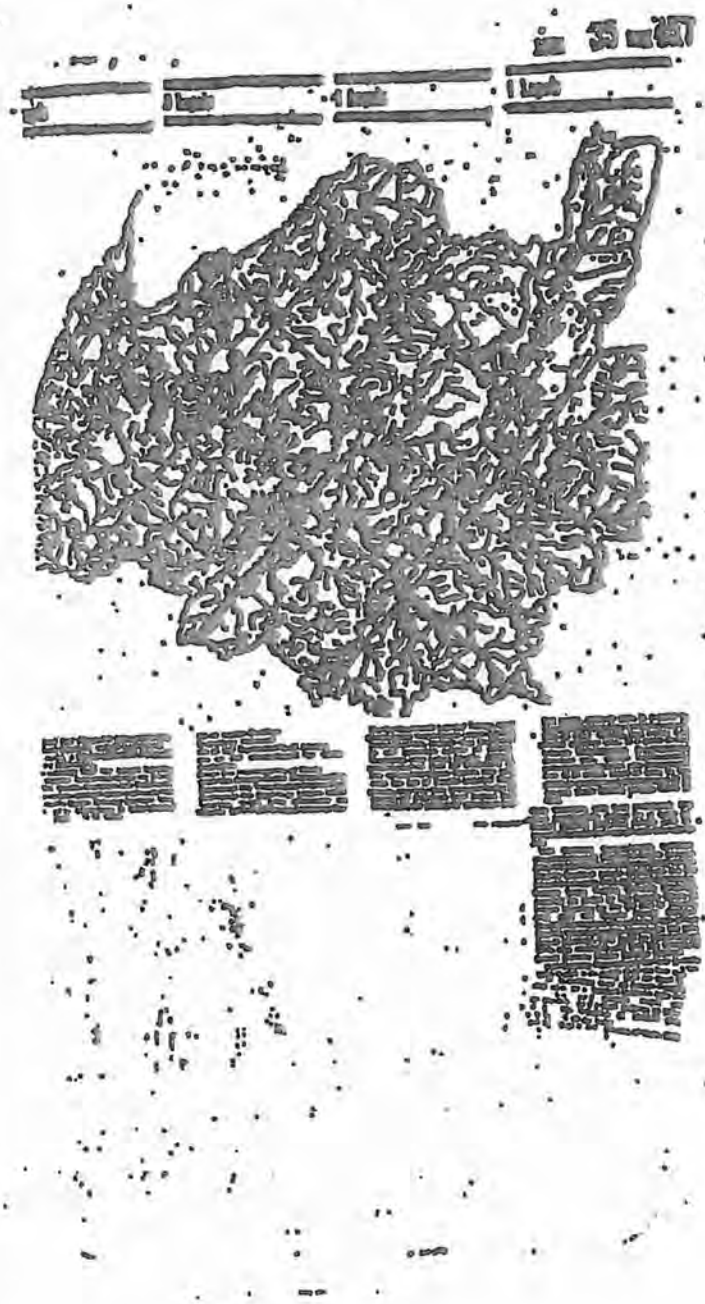


[redacted]

[redacted]



[redacted]



[redacted]

[redacted]

[illegible]

WHEREAS, on the [illegible] day of April, 1994 the County Commission of Logan County, West Virginia passed a resolution proposing the enlargement of the Logan County Public Service District to include the following territory in Wyoming County:

Beginning at a point on the Logan and Wyoming County Line at its intersection with West Virginia Route [illegible], following said Logan and Wyoming Line in a [illegible] direction approximately [illegible] feet, more or less, to said County Line; thence, following the meanders of the Logan and Wyoming County Line in a [illegible] direction approximately [illegible] feet, more or less, to a point located at the intersection of the Logan, Wyoming and [illegible] County Lines; thence, following the Wyoming and [illegible] County Line in a [illegible] direction approximately [illegible] feet to a point on [illegible] having an elevation of [illegible] feet [illegible]; thence, on a straight line in a [illegible] direction approximately [illegible] feet to a point known as [illegible]; thence, on a straight line in a [illegible] direction approximately [illegible] feet, more or less, to a point known as [illegible]; thence, on a straight line in a [illegible] direction approximately [illegible] feet to a point located at the intersection of the Logan and Wyoming County Lines; thence, following the Logan and Wyoming County Line in a [illegible] direction approximately [illegible] feet, more or less, to the point of beginning.

WHEREAS, this territory is not included within the boundaries of any existing Public Service District;

WHEREAS, the County Commission of Wyoming County, West Virginia believes that the inclusion of the above-described territory in the Logan County Public Service District will be conducive to the preservation of the public health, comfort and convenience of the residents of this area of Wyoming County;

THEREFORE, BE IT RESOLVED that the County Commission of Wyoming County, West Virginia, does hereby consent to the enlargement of Logan County Public Service District to include the above described territory.

Dated this [illegible] day of [illegible], 1994.

[illegible signature]

President

IN THE COUNTY COMMISSION OF LOGAN COUNTY, WEST VIRGINIA

IN THE MATTER OF LOGAN COUNTY PUBLIC SERVICE DISTRICT

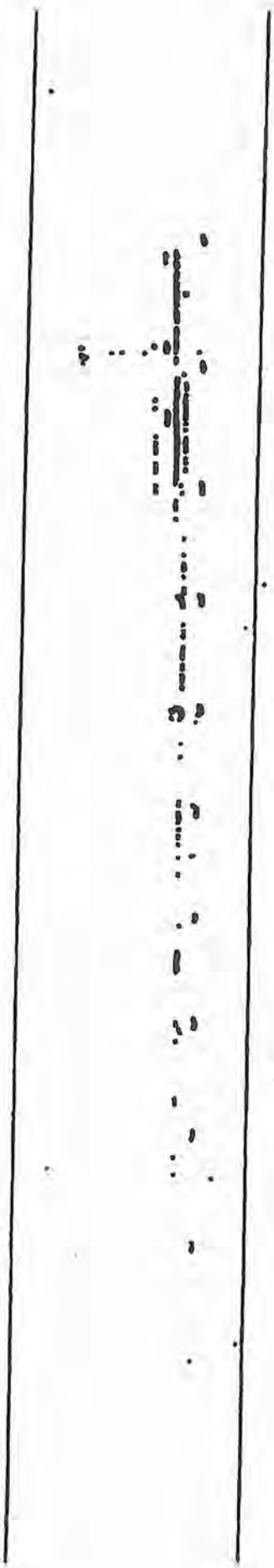
WHEREAS, on the 5th day of April, 1954, pursuant to Chapter 16, Article 13A, Section 2, of the West Virginia Code the County Commission of Logan County, West Virginia, upon its own motion entered an order proposing the enlargement of Logan County Public Service District into the Half Creek area of Wyoming County, West Virginia.

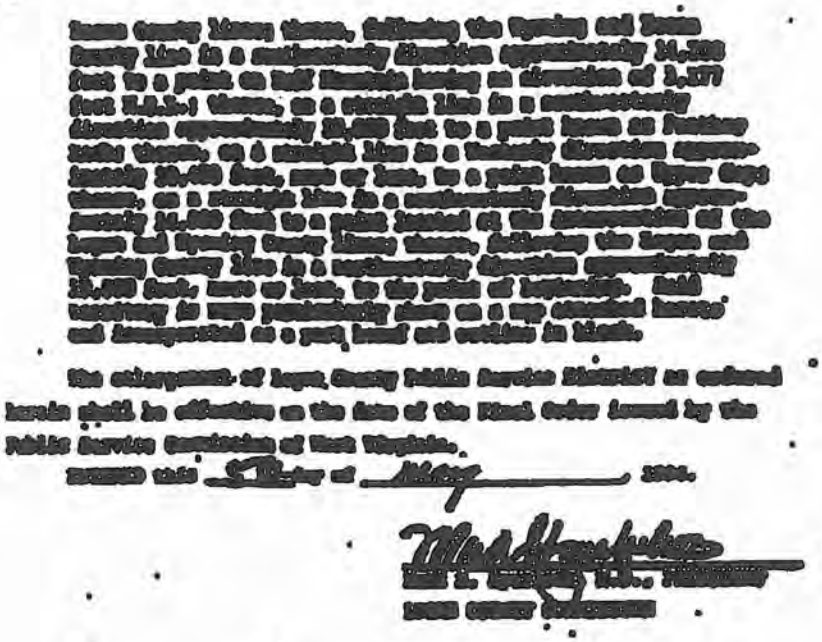
WHEREAS, the County Commission of Wyoming County, West Virginia has consented to have the Half Creek area included within the boundary of the Logan County Public Service District by resolution, which is attached and incorporated as part hereof.

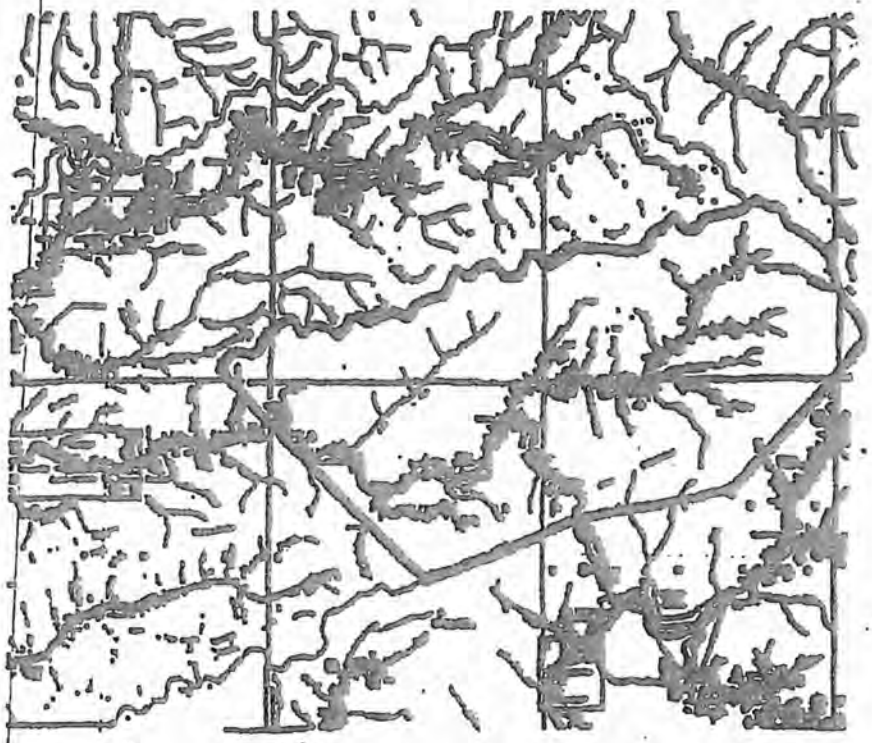
WHEREAS, pursuant to said notice there was on May 5, 1954 at 2:00 p.m. o'clock there was a public hearing at Room 204 of the Logan County Courthouse, Logan, West Virginia held in accordance with Chapter 16, Article 13A, Section 2 of the West Virginia Code with the proper notices of publication and all persons residing in or on or having any interest in property in said proposed additional territory had an opportunity to be heard for and against the enlargement at which hearing the County Commission of Logan County, West Virginia determined that the enlargement of Logan County Public Service District to include the Half Creek area of Wyoming County, West Virginia was feasible and would be conducive to the preservation of public health, comfort and convenience of said area. Therefore, upon proper motion and second the County Commission of Logan County, West Virginia does hereby order the enlargement of and does enlarge the Logan County Public Service District under the provisions of Chapter 16, Article 13A, Section 2 of the West Virginia Code to have all of the powers contained in said Chapter and Article. Said public service district shall continue to be known as Logan County Public Service District.

It is further ordered that the area or portion of Wyoming County to be included in the Logan County Public Service District is as follows:

> Beginning at a point at the Logan and Wyoming County line at its intersection with West Virginia Route 10; thence, following said Logan and Wyoming line in a northwesterly direction approximately 8,400 feet, more or less, to said County line thence, following the meanders of the Logan and Wyoming County line in a northeasterly direction approximately 10,800 feet, more or less, to a point located at the intersection of the Logan, Wyoming and







ORIGINAL

ENTERED

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
10-18-94

Issued: October 18, 1994

CASE NO. 94-0880-PSD-PC

PUBLIC SERVICE COMMISSION
of WEST VIRGINIA
Petition to expand boundaries of
Logan County Public Service District
into the Mill Creek area of Wyoming County.

RECOMMENDED DECISION

On May 6, 1994, the Logan and Wyoming County Commissions filed with the Public Service Commission ("Commission") a petition to approve the expansion of the boundaries of the Logan County Public Service District into the Mill Creek area of Wyoming County, accompanied by documentation of the preliminary hearing held by the Logan and Wyoming County Commissions, including a May 3, 1994, order of the Logan County Commission expanding the boundaries.

On June 15, 1994, Staff Attorney Ronald E. Robertson, Jr., filed the Commission Staff's Joint Memorandum, with an attached memorandum from Richard E. Hallanan, Senior Utilities Analyst for the Public Service Districts Division of the Commission. Mr. Robertson stated that the proposed expansion will extend only into the Mill Creek area of Wyoming County. It should be noted that, after approval of the expansion by the Wyoming County Commission, public hearing was held in Logan, West Virginia, on May 3, 1994, which notice proof was published in both Logan and Wyoming counties. Mr. Robertson stated that the Logan and Wyoming County Commissions have substantially complied with the requirements of W.Va. Code §16-13A-3 and therefore that Staff recommends approval of the application. Mr. Hallanan's memorandum stated that the expansion is necessary to provide water service to potential customers along West Virginia Route 10 in the Mill Creek area and will not conflict with any other public service district boundaries.

On June 27, 1994, the Commission issued an Order referring this matter to the Division of Administrative Law Judges (ALJ Division) for decision to be issued no later than December 7, 1994.

On July 14, 1994, the undersigned ALJ issued a Procedural Order stating that, under W.Va. Code §16-13A-3, the Commission is required to provide a hearing "in the affected county" any time a county commission petitions to expand the boundaries of a public service district. The undersigned ALJ accordingly scheduled this matter for hearing on September 8, 1994, at 10:30 a.m. in the County Commissioners' Courtroom, Wyoming County Courthouse, Pineville, West Virginia, and at 2:30 p.m. in Courtroom No. 3, Logan

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA

107, Logan County Courthouse, Logan, West Virginia. Also entered was publication of the Notice of Hearing in newspapers duly qualified by the Secretary of State, published and of general circulation in Logan and Wyoming Counties.

The informal hearing was held as scheduled. Mr. Robertson appeared on behalf of Staff and submitted into evidence as Staff Ex. 1 the Initial and Final Joint Staff Memorandum. Mr. Hubbard was also present. James A. Walker, Esq., appeared on behalf of the Logan County Public Service District, and called the only witness, Charles E. Roberts, Jr., the Operating Engineer for the Logan County Public Service District, who made the following statement:

> The Logan County Public Service District has a water treatment facility located in Chapmanville and the attached distribution system comes very near the proposed area that the enlargement's going to serve. It is also in the same drainage as the existing system.
>
> The Logan County Public Service District approached the Wyoming County Commission to enlarge its boundaries into that area so that that system could be extended into Wyoming County.
>
> The capacity is present. It was designed with the Wyoming County area in mind. The Logan County Public Service District and the Wyoming County Commission both feel that this will be the most — the quickest way to get water to the residents in the area to be included in the Logan County PSD.

(Tr. 3-4). Submitted into evidence as Logan Ex. 1 and 2, respectively, were affidavits of publication establishing that the Notice of Hearing was published on August 24, 1994, in the Independent Herald of Pineville, and on August 25, 1994, in The Logan Banner. No protestants appeared at hearing.

The transcript was filed on September 14, 1994.

FINDINGS OF FACT

1. The Logan and Wyoming County Commissions petitioned the Public Service Commission to approve an extension of the boundaries of the Logan County Public Service District into the Huff Creek area of Wyoming County, providing documentation of the procedures followed by the Logan and Wyoming County Commissions, including a May 5, 1994, Order of the Logan County Commission so expanding the boundaries. (See petition filed May 6, 1994).

2. Commission Staff recommended approval of the proposed expansion. (See Staff Exhibit 1).

3. Notice of Hearing was published on August 24, 1994, in the Independent Herald of Pineville, and on August 25, 1994, in The Logan Banner. (See Logan Exhibit 1 and 2).

4. No protestants appeared at the public hearing held on September 8, 1994, in Pikeville and Logan, West Virginia. (Tr. 4, 10).

[redacted]

Upon a public hearing was held in Pikeville and Logan Counties on the petition filed by the Pikeville and Logan County Commissions and no one appeared at hearing to the interest of the petition, other proper publication was made, and there does not reasonable grounds and petition to support the petitioners of the Logan County Public Service District into the said area of Pikeville County, it is determined that said petition should be granted as an unopposed one.

[redacted]

IT IS, THEREFORE, ORDERED that the petition of the Pikeville and Logan County Commissions, filed on May 6, 1994, to expand the jurisdiction of the Logan County Public Service District into the said area of Pikeville County, and is hereby is, granted, and the May 6, 1994, action of the Logan County Commission authorizing such expansion be, and it hereby is, approved.

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

IT IS FURTHER ORDERED that the Executive Secretary serve a copy of this order upon the petitioners 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 notice or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it be otherwise 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.

[redacted]
Administrative Law Judge

[redacted]

[redacted]

[redacted], on the 5th day of October, 1976, the County Commission of Logan County, West Virginia adopted an order proposing the enlargement of Logan County Public Service District to include the following territory in Lincoln County as further described on the attached maps

[redacted]

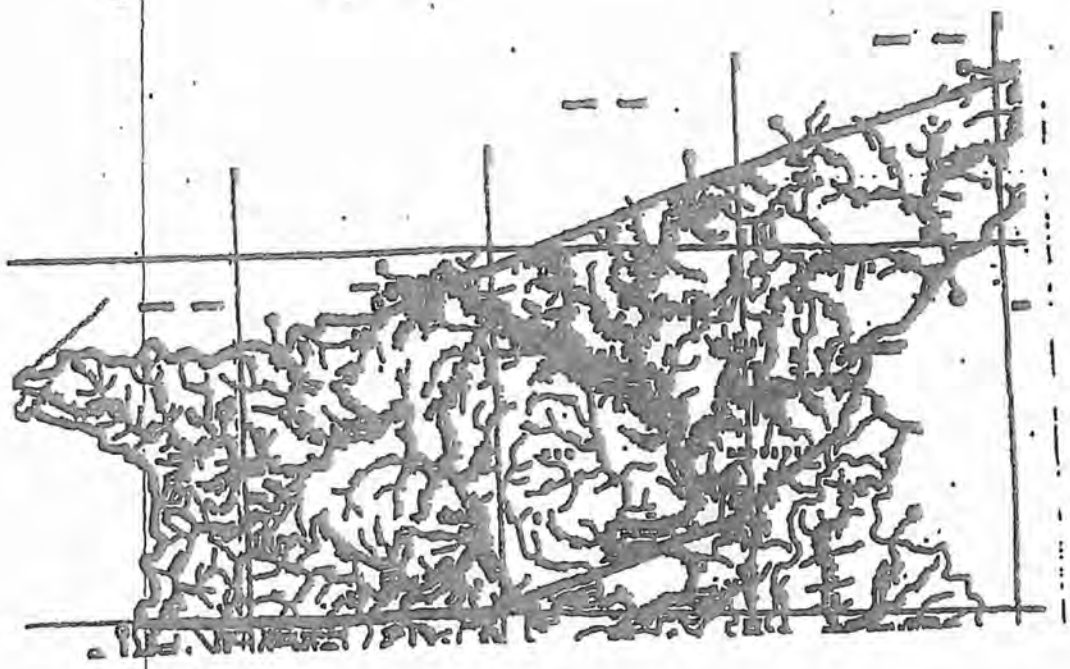
WHEREAS, previously on the 5th day of October, 1976, the County Commission of Lincoln County, West Virginia, adopted an order describing the Harts-Hewie Public Service District. THEREFORE, the area of Lincoln County to be included in Logan County Public Service District is not included within the boundaries of any existing Public Service District;

[redacted], the County Commission of Lincoln County, West Virginia believes that the inclusion of the above-described territory in the Logan County Public Service District will be conducive to the preservation of the public health, comfort and convenience of the residents of this area of Lincoln County;

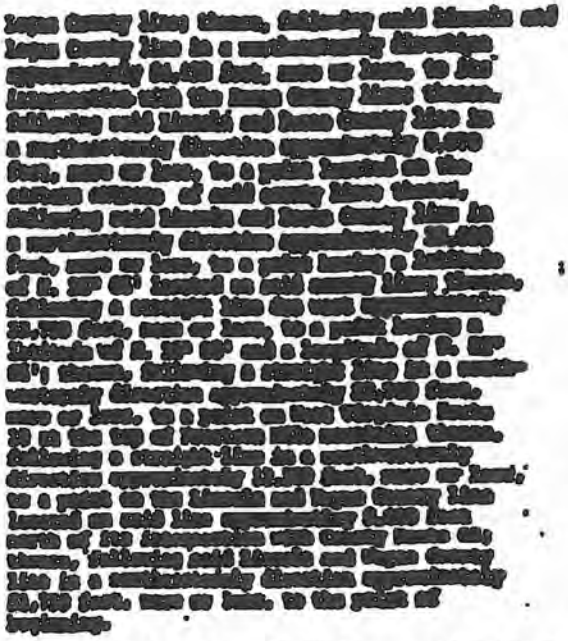
NOW, THEREFORE, BE IT RESOLVED that the County Commission of Lincoln County, West Virginia, does hereby consent to the enlargement of Logan County Public Service District to include the above described territory.

Dated this [redacted] day of [redacted], 2014.

[redacted]
President, Lincoln County Commission



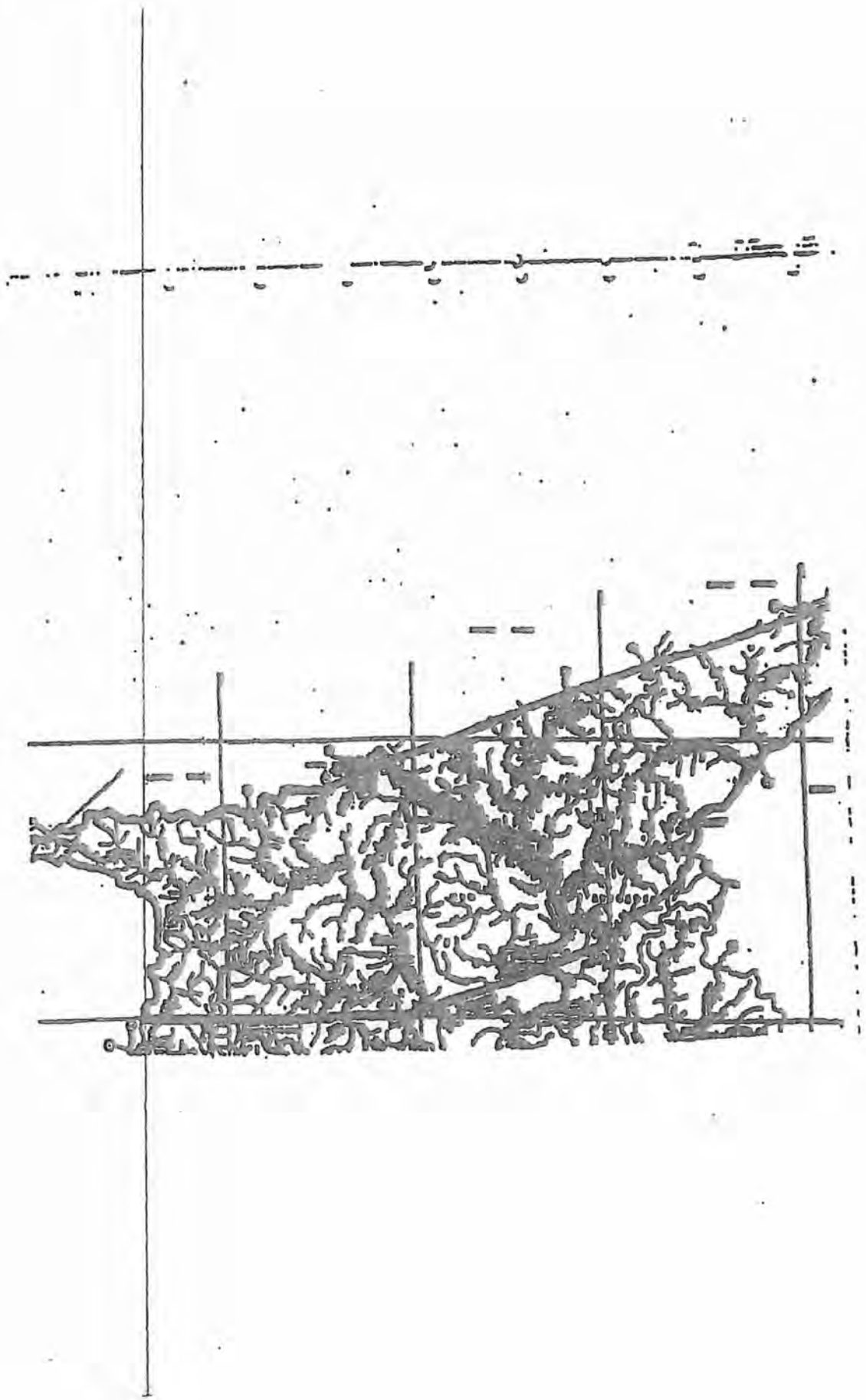
[redacted]



The enlargement of Logan County Public Service District as entered herein shall be effective on the date of the final order issued by the Public Service Commission of West Virginia.

ENTERED this 7th day of December, 1994.

[redacted]
LOGAN COUNTY COMMISSION



ORIGINAL

FINAL
5-3-95

ENTERED

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: April 28, 1995

CASE NO. 94-1089-PSD-PC

LINCOLN COUNTY COMMISSION,
Hamlin, Lincoln County,
Petition to dissolve Harper-Harts
Public Service District.

CASE NO. 94-1089-PSD-PC

LOGAN COUNTY COMMISSION,
Logan, Logan County,
Petition to expand boundaries of
Logan County Public Service District
into Harts Creek area of Lincoln County.

RECOMMENDED DECISION

CASE NO. 94-1089-PSD-PC

On October 18, 1994, the Lincoln County Commission filed a petition requesting approval by the Public Service Commission (Commission) to dissolve the Harper-Harts Public Service District (Harper-Harts PSD). Included in the documentation was an October 6, 1994 order of the Lincoln County Commission contemplating dissolution of the Harper-Harts Public Service District.

On December 16, 1994, Staff Attorney Ronald E. Robertson, Jr., filed the Initial and Final Joint Staff Memorandum, with personal recommendation from Charles Haworth, Utility Financial Analyst, Public Service Division of the Commission. Mr. Haworth stated that the Lincoln County Commission informed him that the Harper-Harts PSD is inactive, does not own or operate any existing facilities, and does not have any existing bond ordinance. Mr. Robertson stated that the dissolution of the Harper-Harts PSD would provide the Logan County Public Service District (Logan County PSD) the opportunity to expand into the service area of the Harper-Harts PSD, which is the subject of Case No. 94-1089-PSD-PC. Mr. Robertson further stated that it is the view of the Commission Staff that the Lincoln County Commission has substantially complied with the requirements of W.Va. Code, §16-13A-4, and, therefore, Commission Staff recommends approval of the petition for dissolution, contingent upon voting in Lincoln County. Finally, Mr. Robertson recommended that this

[redacted] and Case No. 94-1035-PSD-PC be consolidated and heard together because of the related issues they involve.

[redacted]

On November 9, 1994, the Logan County Commission filed a petition requesting the Commission's approval for enlarging the boundaries of the Logan County PSD into the southern portion of Lincoln County, generally referred to as the Harts Creek area. Included in the documentation was an August 8, 1994 Order of the Logan County Commission proposing the enlargement and an October 6, 1994 Order of the Lincoln County Commission accepting the proposed enlargement.

On December 28, 1994, Mr. Robertson filed the Initial Joint Staff Memorandum, with attached memorandum from Mr. Kenney. Commission Staff advised that it was reviewing this matter, and, upon completion of its review, would make its final recommendation. Finally, Mr. Robertson recommended consolidation of this matter with Case No. 94-1035-PSD-PC.

On January 11, 1995, Mr. Robertson filed an Initial and Final Joint Staff Memorandum, with attached memorandum from Mr. Kenney. Mr. Robertson stated that it is the view of Commission Staff that the Logan County Commission has substantially complied with the requirements of W.Va. Code §16-13B-3 and that hearing should be held in Logan County or in both Logan and Lincoln Counties.

[redacted]

On September 27, 1994, the Commission issued an Order Consolidating and Bifurcating, consolidating the two cases and referring them to the Division of Administrative Law Judges (ALJ division) for decision on or before June 7, 1995.

On January 18, 1995, the undersigned ALJ issued a Procedural Order scheduling these matters for hearing on March 7, 1995, at 10:30 a.m. in the County Commissioners' Courtroom, Lincoln County Courthouse, Hamlin, West Virginia, and at 1:00 p.m. in the County Commissioners' Courtroom, Logan County Courthouse, Logan, West Virginia. It was also ordered that the Lincoln County Commission cause to be published for public legal notice a copy of an attached notice of hearing once in a newspaper duly published by the Secretary of State, published and of general circulation in Lincoln County, West Virginia, and that the Logan County Commission cause to be published for public legal notice a copy of the attached notice once in a newspaper duly published by the Secretary of State, published and of general circulation in Logan County, West Virginia. Publication was required to be not more than thirty days and not less than fifty days prior to the date of hearing, with the date of publication counting as the first day.

On January 20, 1995, the undersigned ALJ issued a Procedural Order which, due to a typographical error in the notice attached to the January 18, 1995, order, substituted a corrected notice of hearing. The [redacted] were advised that the publication requirements of the prior order applied to the publication of the revised notice.

[redacted]
[redacted]

On March 6, 1996, Rick Roberts, Planning Engineer for the Logan County Public Service District, filed affidavits of publication establishing that the revised Notice of Hearing was published on February 28, 1996, in The Lincoln Journal and The Logan Herald.

Hearing was held as scheduled. Appearing at hearing in Hamlin, Lincoln County, was Mr. Robertson, representing Commission Staff, and making appearances for the petitioners were Mr. Roberts and members of the Lincoln County Commission, Tony Wilson, Hunter Stevens, and Phil Dunn, President. Entered into the record were the affidavits of publication in The Lincoln Journal (Petitioners No. 1) and The Logan Herald (Petitioners No. 2), the Commission Staff's Initial and Final Joint Staff Memorandum in Case No. 96-0008-PWD-PC (Staff No. 3). Appearing at hearing in Logan, Logan County, were Mr. Stevenson and Mr. Roberts, and entered into the record was the Commission Staff's Initial and Final Joint Staff Memorandum in Case No. 96-0009-PWD-PC (Staff No. 3). No protestants appeared at either segment of hearing. (Tr. 5-6).

On March 11, 1996, the transcript of hearing was filed.

DISCUSSION OF FACT

1. On October 20, 1995, the Lincoln County Commission filed a petition requesting approval by the Commission to dissolve the Harper-Ranch Public Service District, with an attached October 6, 1995 order of the Lincoln County Commission authorizing dissolution of the Harper-Ranch Public Service District. (See petition).

2. On November 9, 1995, the Logan County Commission filed a petition requesting the approval by the Commission to enlarge the boundaries of the Logan County Public Service District into the southern portion of Lincoln County generally referred to as the Hicks Creek area, with an attached October 5, 1995 order of the Logan County Commission proposing the enlargement and an October 6, 1995 order of the Lincoln County Commission adopting the proposed enlargement. (See petition).

3. The cases were consolidated by the Commission because the area of expansion of the Logan County Public Service District would consist of parts of the area presently within the boundaries of the Harper-Ranch Public Service District, plus some area outside the service area of any utility. (See Commission order of December 27, 1995; Staff Exhibit 1).

4. Commission Staff recommended approval of the petitions. (See Staff Exhibits 1 and 2).

5. Notice of hearing was published in February 28, 1996, in The Lincoln Journal and The Logan Herald and no protestant to either petition appeared at hearing held on March 7, 1996 in Hamlin, Lincoln County, and Logan, Logan County. (See Tr. 5-6).

[redacted]

Since a public hearing was held in Lincoln and Logan Counties on the petition filed by the Lincoln County Commission to dissolve the Hoosier Basin Public Service District and on the petition filed by the Logan County Commission to expand the boundaries of the Logan County Public Service District into the North Creek area of Lincoln County and no one appeared at hearing to offer protest to the petitions, after proper publication was made, and since Commission finds the requested pleadings and publication, it is determined that said petitions should be granted as requested above.

[redacted]

IT IS, THEREFORE, ORDERED that the petitions of the Lincoln County Commission and the Logan County Commission filed, respectively, on October 31, 1990, and November 7, 1990, be, and they hereby are, granted, and the October 5 and 9, 1990 orders of said County Commissions concerning the dissolution of the Hoosier Basin Public Service District and the expansion of the boundaries of the Logan County Public Service District into the North Creek area of Lincoln County be, and they hereby are, approved.

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

IT IS FURTHER ORDERED that the Executive Secretary 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, that 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 otherwise 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.

[redacted]
Administrative Law Judge

[redacted]

[redacted]

[redacted], on the 5th day of September, 1997, the County Commission of Logan County, West Virginia adopted an order proposing the enlargement of Logan County Public Service District to include the following territory in Mingo County as further identified on the attached map marked as Exhibit A:

> Beginning at a point in the Logan County/Mingo County Boundary of record at the intersection of the midpoint of the Appalachian Power and the Logan and Mingo County Line, thence, following the meanderings of said Logan and Mingo County line in a easterly direction approximately 14,200 feet, more or less, to a point on top of Turkey Mountain, said point having an elevation of 2,400 M.S.L., thence, following a straight line in a northeasterly direction approximately 4,800 feet, more or less, to a point on the midpoint separation of the Main Coal Haul Road and Laurel Creek Extension of US Rt. 119 intersection with Mingo County route 13, thence, following a straight line due west approximately 11,900 feet, more or less, to a point in the center of the Appalachian Power, thence, following the midpoint of the Appalachian Power transmission line in a northerly direction approximately 7,200 feet, more or less, to a point in the center of the Appalachian Power Lambert approximately 2,800 feet, more or less, upstream of the confluence of Spice Branch and the aforesaid River, thence, following a straight line in a west, southwesterly direction approximately 5,900 feet, more or less, to a point atop a mountain peak having an elevation of 1,400 feet M.S.L., thence, following a straight line due north approximately 3,300 feet, more or less, to the point of intersection of said line with the Logan and Mingo County line, thence, following the meanderings of said Logan and Mingo County line in a easterly direction approximately 15,000 feet, more or less, to the point of beginning.

WHEREAS, previously on the 1st day of October, 1997, County Commission of Mingo County, West Virginia, adopted an or ordering the size of the Mingo County Public Service District. ddding the above described territory in Mingo County as furth identified on the attached map marked as Exhibit A from the Mi County Public Service District. THEREFORE, the area of Mingo Coun to be included in Logan County Public Service District is a included within the boundaries of any existing Public Servi District; and,

WHEREAS, the County Commission of Mingo County, West Virgin advises that the inclusion of the above-described territory in th Logan County Public Service District will be conducive to th preservation of the public health, comfort and convenience of th residents of this area of Mingo County;

NOW, THEREFORE, BE IT RESOLVED that the County Commission of Ming County, West Virginia, does hereby consent to the enlargement o Logan County Public Service District to include the above describe territory.

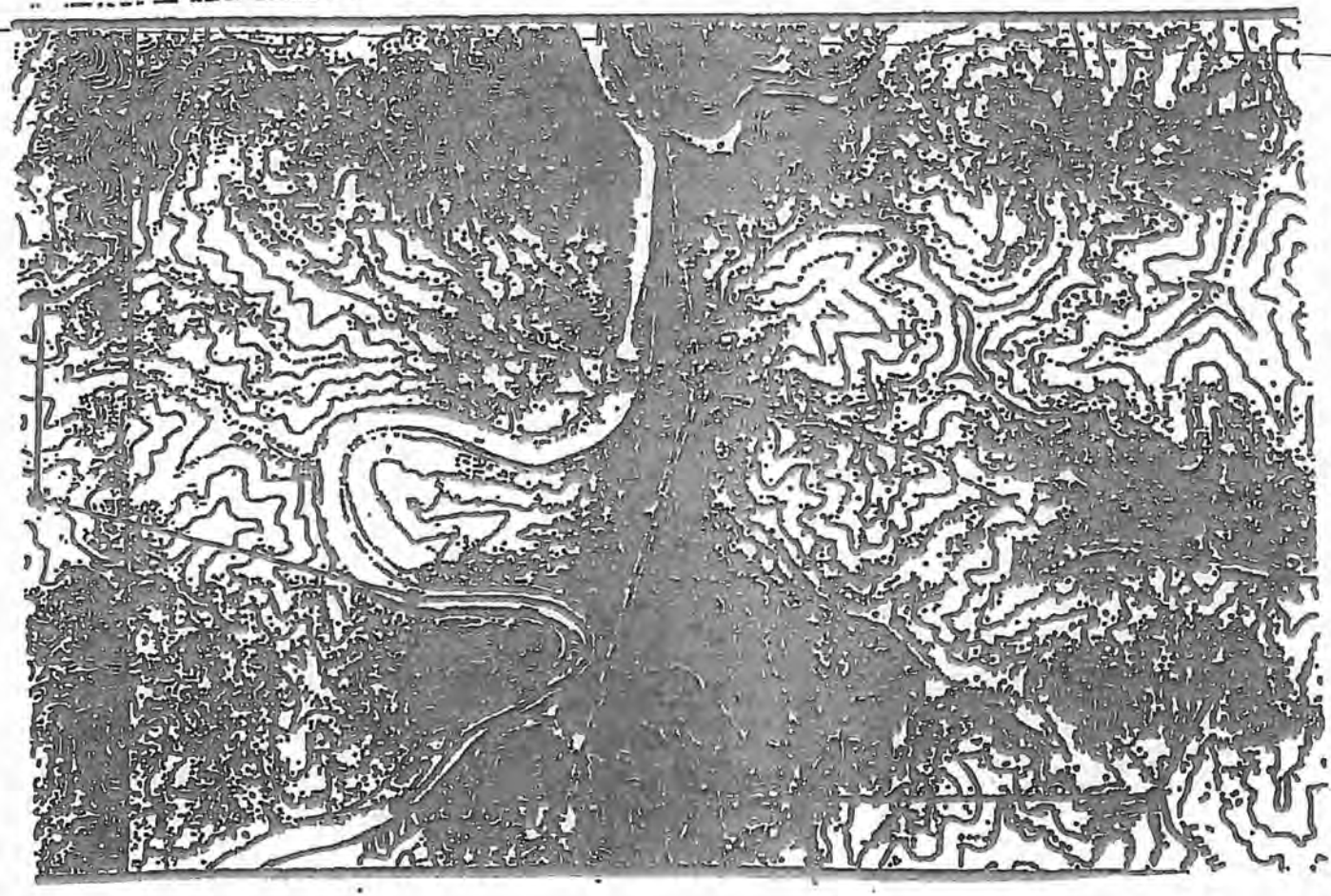
Dated this 7th day of October, 1997.

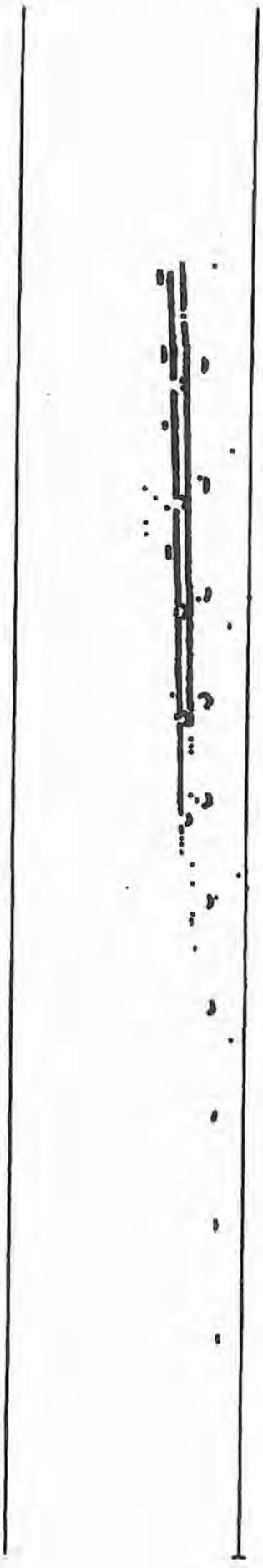
MINGO COUNTY COMMISSION

By: Gary Allen, President

Mr. Curtis Fletcher, Commissioner

Mr. Jim Hatfield, Commissioner





IN THE COUNTY COMMISSION OF Logan County, WEST VIRGINIA
In the enlargement of Logan County Public Service District

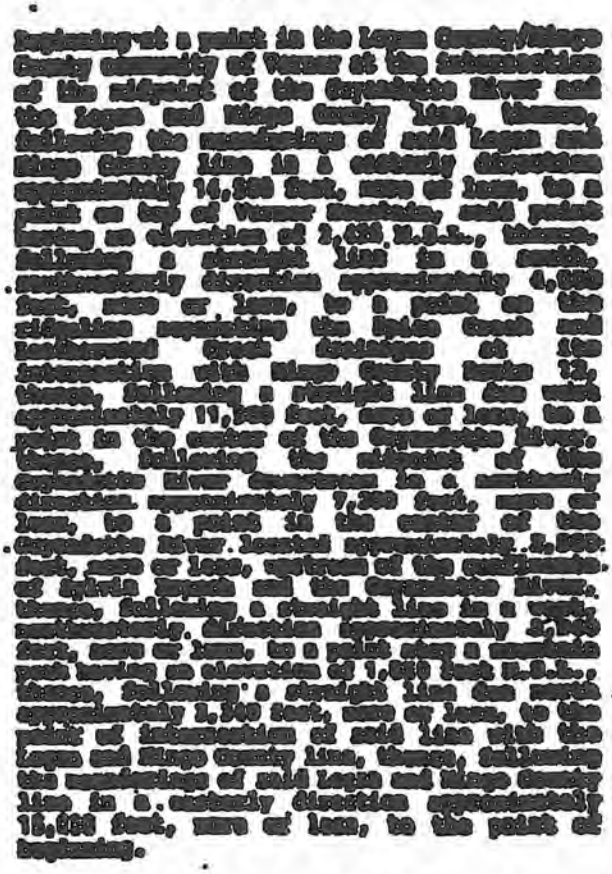
WHEREAS, on the 5th day of September, 1967, pursuant Chapter 16, Article 13A, Section 2, of the West Virginia Code 1931, as amended, the County Commission of Logan County, V Virginia, upon its own motion entered an order proposing enlargement of Logan County Public Service District into the Van and Spice Creek areas of Mingo County, West Virginia; and,

WHEREAS, the County Commission of Mingo County, West Virgi has consented to have this area included within the boundary of Logan County Public Service District by resolution, which attached hereto, and incorporated as part hereof; and,

WHEREAS, pursuant to said notice, on October 6, 1967 at 6 o'clock p.m. there was a public hearing at Room 104 of the Log County Courthouse, Logan, West Virginia, held in accordance wi Chapter 16, Article 13A, Section 2 of the West Virginia Code 1931, as amended, with the proper notices of publication and a persons residing in or on or having any interest in property said proposed additional territory had an opportunity to be hea for and against the enlargement at which hearing the Coun Commission of Logan County, West Virginia, determined that t enlargement of Logan County Public Service District to include t Vernon and Spice Creek areas of Mingo County, West Virginia w feasible and would be conducive to the preservation of publ health, comfort and convenience of said area. Therefore, upo proper motion and second the County Commission of Logan County West Virginia, does hereby order the enlargement of and doe enlarge the Logan County Public Service District under th provisions of Chapter 16, Article 13A, Section 2 of the West Virginia Code of 1931, as amended, to have all of the power possessed in said Chapter and Article. Said Public Servic District shall continue to be known as Logan County Public Servic District.

It is further ordered that the area or portion of Mingo Count to be included in the Logan County Public Service District is a

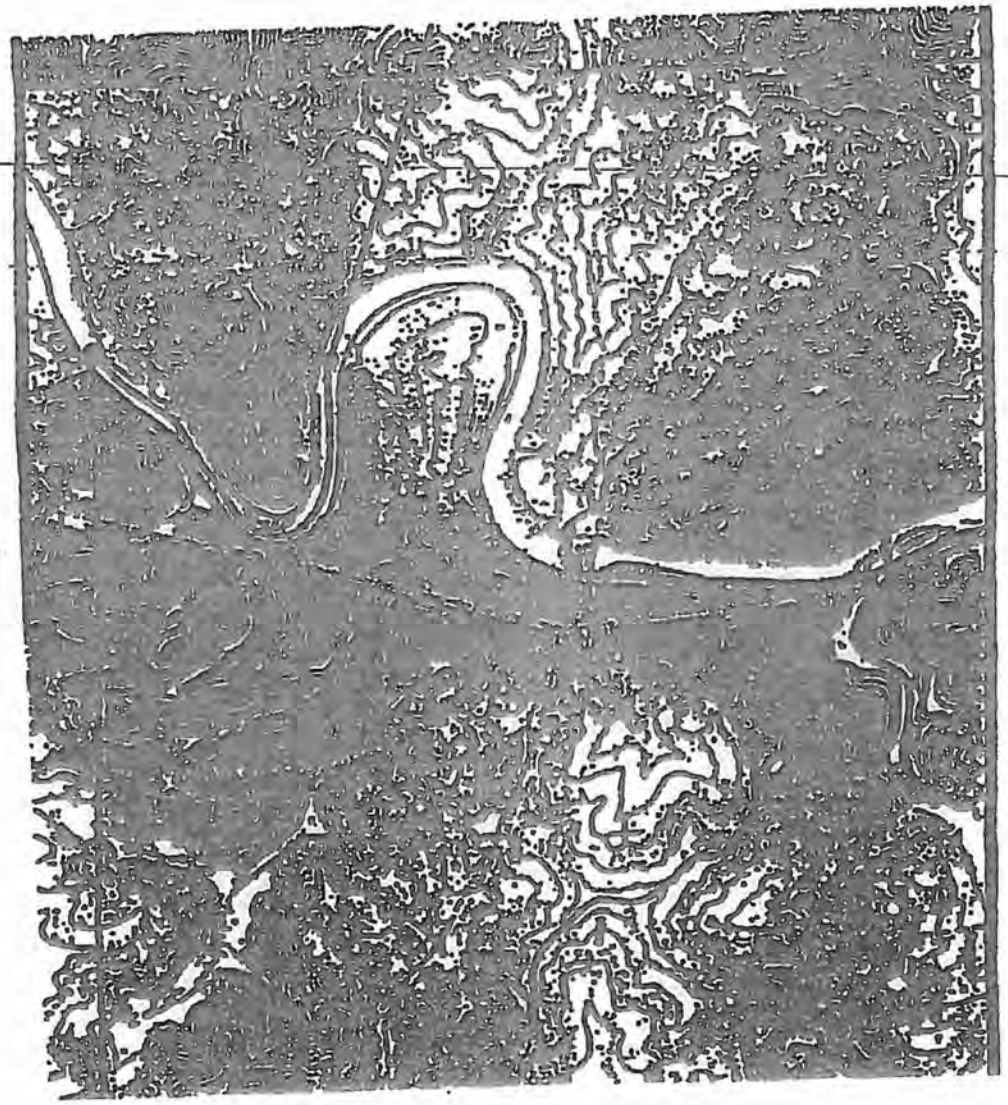
Follows:



The enlargement of Logan County Public Service District a. ordered herein shall be effective on the date of the Final Order approving the enlargement being issued by the Public Service Commission of West Virginia.

ENTERED this 6th day of October, 1997.

ARTHUR E. HITCHCOCK, President
LOGAN COUNTY COMMISSION



PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
4-2-79

Entered: March 15, 1979

CASE NO. 77-1344-PWD-PC

MINGO COUNTY COMMISSION
Petition to reduce the area of
the Mingo County Public Service
District.

CASE NO. 77-1378-PWD-PC

LOGAN COUNTY COMMISSION
Petition for approval of annexation into
the Verner and Spice Creek areas of
Mingo County.

RECOMMENDED DECISION

APPEARANCES

On October 3, 1977, the Logan County Public Service District filed a formal petition on behalf of the Mingo County Commission to reduce the territory of the Mingo County Public Service District, which was designated as Case No. 77-1344-PWD-PC.

On October 6, 1977, the Logan County Public Service District filed a formal petition on behalf of the Logan County Commission to enlarge the territory of the Logan County Public Service District to include the area of Mingo County which were being withdrawn from the territory of Mingo County Public Service District in Case No. 77-1344-PWD-PC. This second petition was designated as Case No. 77-1378-PWD-PC. Both the Mingo and Logan County petitions included materials which detailed the process which the Mingo County and Logan County Commissions utilized to enact the respective boundary changes and both petitions requested that the Public Service Commission consolidate the two cases.

The territory to be withdrawn from the Mingo County Public Service District and added to the Logan County Public Service District encompasses the area of the pending Elk Creek, Verner and Spice Creek water project of the Logan County Public Service District. An application for a

[redacted] of convenience and necessity for the project was filed on November 21, 1977, and has been designated as Case No. 77-1538-PWD-CN on the Commission's docket. Pursuant to a Commission Order entered November 21, 1977, a Notice of Filing in the captioned case was published for public legal notice in both Logan and Mingo Counties on December 19, 1977, and as of the date of this Recommended Decision, no statements of protest or objection to the project or rate base have been received by the Commission.

By a Commission Referral Order entered October 27, 1977, these cases were assigned to conform with past Commission practice in such matters, and were consolidated and referred to the Division of Administrative Law Judges for further proceedings with a deadline due date of April 30, 1978.

On November 7, 1977, the Staff of the Public Service Commission filed its Final Joint Staff Memorandum in these consolidated cases. Staff stated that the Mingo and Logan County Commissions had substantially complied with West Virginia Code §24-2A-3 and Rule 4.9 of the Rules and Regulations for the Government of Water Service Utilities, 150 WVCSR 17, §§24-17-4.9, et seq. Staff stated further that the Petitioners needed to produce evidence concerning the public convenience and necessity, economic feasibility and adequacy of the proposed facilities before the requested recommendation of approval would be made.

By a Procedural Order entered January 20, 1978, these consolidated cases were scheduled for hearings to be held in Logan, Logan County, and Williamson, Mingo County, on March 6, 1978. This Order also required that the Petitioners publish for public legal notice a proposed Notice of Filing and Hearing in both Logan and Mingo Counties.

On February 6, 1978, the Petitioners filed copies of duly executed affidavits of publication documenting publication of the proposed Notice of Filing and Hearing on January 26, 1978, in The Logan Banner, and the Williamson Daily News, newspapers duly qualified by the Secretary of State, published and of general circulation in Logan and Mingo Counties, West Virginia, and all in compliance with the Order entered January 20, 1978.

The hearings convened as scheduled in both Logan and Williamson. The Logan County Public Service District was present in the person of its Managing Engineer Charles R. Roberts, Jr., and was represented by its attorney, James A. Walker. The Staff of the Public Service Commission was represented by Staff Attorney James V. Kotch. No members of the public appeared at either hearing date to protest or object to these petitions. On March 9, 1978, an accurate transcript of these proceedings consisting of fifteen (15) pages of testimony was filed with the Commission.

EVIDENCE

At hearing, Charles R. "Dick" Roberts testified for the Petitioners. He is Managing Engineer of the Logan County Public Service District and was instrumental in developing the project underlying these boundary changes. Mr. Roberts stated, and produced documents to confirm, that the Logan County Public Service District is currently developing, and has received a certificate of

[redacted]

connections and necessity to construct an appropriate public water system to serve the Mingo County service area sought to be annexed by the District in this proceeding. Annual construction bids on the project were to be opened on March 6, 1998. (Tr., pp. 5-6, 10-11).

In response, Commission Staff agreed that the Petitioners had demonstrated that an appropriate project was being developed to serve the area involved in these petitions and recommended approval of the petitions. Staff has examined all of the documents submitted by the Petitioners to show compliance with the procedural requirements of this boundary change and found them to be substantially complete and proper. (Tr., pp. 6-9, 12).

DISCUSSION

By a Final Joint Staff Memorandum filed February 11, 1998, in Case No. 97-1326-PWD-PC, the staff of the Public Service Commission recommended approval of an application for a certificate of convenience and necessity filed by the Logan County Public Service District for the construction of a public water system to serve approximately 256 customers in the Logan County and Mingo County communities of Mt. Creek, Vivian and Spice Creek. Likewise, the State Office of Environmental Health Services has issued the project an Operations Permit No. 13/488. Clearly, the project is feasible and will serve the public convenience and necessity by bringing reliable, safe drinking water to an area currently without a public water supply.

It is also apparent that the County Commissions of Logan and Mingo Counties have taken all necessary procedural steps to annex and modify the boundary change between the Mingo County Public Service District and the Logan County Public Service District. Additionally, there has been no protest or objection filed of record in any of these proceedings either before the County Commissions or the Public Service Commission. Consequently, the petitions filed in these consolidated cases will be granted and that portion of the service territory of the Mingo County Public Service District described in the petitions will be removed from that District and added to the service territory of the Logan County Public Service District.

FINDINGS OF FACT

1. On October 3, 1997, the Logan County Public Service District filed a formal petition on behalf of the Mingo County Commission to reform the territory of the Mingo County Public Service District, which was designated as Case No. 97-1314-PWD-PC. (Exh., Petition filed October 3, 1997).

2. On October 8, 1997, the Logan County Public Service District filed a formal petition on behalf of the Logan County Commission to enlarge the territory of the Logan County Public Service District to include the areas of Mingo County which were being withdrawn from the territory of Mingo County Public Service District in Case No. 97-1314-PWD-PC. (Exh., Petition filed October 8, 1997).

3. The territory to be withdrawn from the Mingo County Public Service District and added to the Logan County Public Service District encompasses the area of the pending Elk Creek, Verner and Spice Creek water projects of the Logan County Public Service District. An application for certificate of convenience and necessity for this project was filed on November 21, 1977, and has been designated as Case No. 77-1535-PWD-CN on the Commission's docket. (See, Petitions filed October 3 and 6, 1977; Application filed November 21, 1977).

4. Pursuant to the orders of the documents submitted with the petitions filed herein, Commission Staff has determined that the Mingo and Logan County Commissions have substantially complied with the procedural steps outlined in West Virginia Code §16-13A-3 and Rule 4.9 of the Commission's Rules and Regulations for the Government of Water Service Utilities, 150 WVCSR 12, §150-12-4.9 et seq., for transfer of the involved service territory between the Public Service Districts. (See, Final Joint Staff Memorandum filed November 7, 1977; Tr., pp. 6-7, 12).

5. Pursuant to the requirements of West Virginia Code §16-13A-3 and a Notice of Filing and Hearing properly published for public legal notice in both Logan and Mingo Counties, West Virginia, a public hearing was convened in this consolidated case on March 4, 1978, at which no members of the public appeared to protest or object to these petitions. (See, Affidavits of Publication filed February 6, 1978; Transcript generally).

CONCLUSIONS OF LAW

Under the facts and circumstances of these consolidated cases and the recommendations of Commission Staff, it is reasonable to grant the petitions filed herein, and approve the extension of the Mingo County Public Service District and the enlargement of the Logan County Public Service District by the service territory described herein.

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Mingo County Commission dated October 3, 1977, and filed herein on October 3, 1977, to reduce the existing service territory of the Mingo County Public Service District, as described in said Order and supporting documents, is approved, and that the Order of the Logan County Commission dated October 6, 1977, and filed herein on October 6, 1977, to increase the service territory of the Logan County Public Service District to incorporate the service territory ceded by the Mingo County Public Service District herein, is approved, both to be effective on and after the date that this Recommended Decision becomes a final order of the Commission.

IT IS FURTHER ORDERED that these consolidated cases shall be removed from the Commission's docket of open cases.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

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 with 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.

Thomas H. Tivel
Administrative Law Judge

THT/mlb

IN THE COUNTY COMMISSION OF LOGAN COUNTY, WEST VIRGINIA:

IN RE: LOGAN COUNTY PUBLIC SERVICE DISTRICT

The County Commission of Logan County, West Virginia, being cognizant that the term of LEONARD HOVIS has expired on the LOGAN COUNTY PUBLIC SERVICE DISTRICT BOARD does, upon motion duly made, seconded and passed, reappoint Mr. Hovis to a new term of six (6) years on the said Logan County PSD Board, said term to expire in January of 2020.

ENTERED this the 4th day of March, 2014.

DANNY R. GODBY, President

DANNY ELLIS, Commissioner

WILLIE D. AKERS, JR., Commissioner

IN THE COUNTY COMMISSION OF LOGAN COUNTY, WEST VIRGINIA:

IN RE: LOGAN COUNTY PUBLIC SERVICE DISTRICT

The County Commission of Logan County, West Virginia, being cognizant that the term of MIKE STONE expires on the LOGAN COUNTY PUBLIC SERVICE DISTRICT BOARD in October of 2013 does, upon motion duly made, seconded and passed, reappoint Mr. Stone to a new term of six (6) years on the said Logan County PSD Board, said term to expire in October of 2019.

ENTERED this the 7th day of October, 2013.

DANNY R. GODBY, President

DANNY ELLIS, Commissioner

WILLIE D. AKERS, JR., Commissioner

IN THE COUNTY COMMISSION OF LOGAN COUNTY, WEST VIRGINIA:

IN RE: LOGAN COUNTY PUBLIC SERVICE DISTRICT

The County Commission of Logan County, West Virginia, being cognizant that the term of BEN LOWE, JR., has expired on the LOGAN COUNTY PUBLIC SERVICE DISTRICT BOARD does, upon motion duly made, seconded and passed, reappoint Mr. Lowe to a new term of six (6) years on the said Logan County PSD Board, said term to expire in January of 2020.

ENTERED this the 4th day of March, 2014.

DANNY R. GODBY, President

DANNY ELLIS, Commissioner

WILLIE D. AKERS, JR., Commissioner

OATH OF OFFICE

STATE OF WEST VIRGINIA

COUNTY OF LOGAN

I, LEONARD HOVIS, DO SOLEMNLY SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF WEST VIRGINIA, AND TO FAITHFULLY DISCHARGE THE DUTIES AS A BOARD MEMBER OF THE LOGAN COUNTY PUBLIC SERVICE DISTRICT OF LOGAN COUNTY, WEST VIRGINIA, TO THE BEST OF MY ABILITY AND JUDGMENT, SO HELP ME GOD.

Leonard Hovis

LEONARD HOVIS

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 19th DAY OF January, 2011.

Barbara A. Belcher

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
BARBARA A. BELCHER
[illegible]

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, LOGAN COUNTY, TO WIT:

I, Ben F. Lowe, Jr., having been duly appointed to the office of Board Member of the Logan County Public Service District do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Ben F. Lowe, Jr.

Subscribed and sworn to before the undersigned Clerk of the County Commission of said county, this 10th day of January, 2022.

Glen B. Ross, Clerk

By: Susan Belcher

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, LOGAN COUNTY, TO WIT:

I, Mike Stone, having been duly appointed to the office of Board Member of the Logan County Public Service District do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Mike Stone

Subscribed and sworn to before the undersigned Clerk of the County Commission of said county, this 9th day of January, 2018.

By: Deputy Clerk

4

[redacted]

[redacted]

[redacted]

[redacted]

Section 1. The name of this Public Service District shall be LOGAN COUNTY PUBLIC SERVICE DISTRICT (the "District").

Section 2. The principal office of the District will be located at White & Browning Building, Suite 300, 228 Dudley Street, Logan, West Virginia.

Section 3. The official seal of the District shall consist of 2 concentric circles between which shall be inscribed "LOGAN COUNTY PUBLIC SERVICE DISTRICT WEST VIRGINIA", and in the center "CORPORATE SEAL" as follows:

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

[redacted]

[redacted]

Section 1. The District is organized and operated exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act").

[redacted]

5

[redacted]

[redacted]

Section 1. The members of the Public Service Board of the District (the "Board") shall be three persons appointed by The County Commission of Logan County, West Virginia (the "County Commission"), 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 District 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 District 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.

Section 3. The District shall provide to the Public Service Commission of West Virginia, within 30 days of the appointment, the following information for any board member: name, home address, business address, business telephone, date of appointment, length of term, when the new member expires and if the prior appointee has previously served on the board, and such other information required under the Act.

Section 4. Each board member shall, while a member of this office, successfully complete the training program established and administered by the Public Service Commission of West Virginia in conjunction with the West Virginia Department of Environmental Protection and the West Virginia Bureau for Public Health.

Section 5. Board members shall not be or become personally interested, directly or indirectly, in the proceeds of any contract or service, or in furnishing any supplies or materials to the District, nor shall a County board member be hired by the District in any capacity within a minimum of 12 months after such board member's term has expired or after such board member has resigned from the Board.

Section 6. Salaries of the board members shall be established as provided in Chapter 16, Article 13A, Section 4 of the Act. The District shall notify the number of meetings attended to the Public Service Commission of West Virginia on the first day of July each year. Board members may be reimbursed for all reasonable and necessary expenses actually incurred in the performance of their duties.

[redacted] 2

Section 2. The members of the Board are not personally liable or responsible for any obligations of the District or the Board but are accountable only for willful misconduct in the performance of their duties.

ARTICLE IV

MEETINGS OF THE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on such days of each month and at such place and hour as the members shall determine from time to time. If the day named 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 Chairperson or by a quorum of the Board.

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

Section 3. Unless otherwise waived, notice to members of regular meetings shall be by letter or telephone. Unless otherwise waived, notice to members of each special meeting shall be by letter or telephone not less than 72 hours 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 at such meeting, and no business other than that stated in the notice shall be transacted at such special meeting.

Section 4. Pursuant to Chapter 6, Article 9A, Section 3 of the Code of West Virginia, 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 as follows:

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of these Rules of Procedure and in July of each year thereafter, the Board shall instruct the Secretary to, and the Secretary shall, post, and leave posted throughout the year to which it applies, at the regular meeting place of the Board and at the Logan County Courthouse, where notices customarily are posted, a notice setting forth the date, time and place of the Board's regularly scheduled meetings for the ensuing year. In addition, a copy of the agenda for each regularly scheduled meeting shall also be posted at the same location by the Secretary not less than 72 hours before such regular meeting is to be held.

The Board shall also furnish the Secretary of, and the Secretary shall distribute by mail to each of the newspapers and other news media listed below a written notice of such meeting:

Name of Media	Address
The Logan Banner	P.O. Box 200 Logan, WV 25601
WVOW - AM/FM	P.O. Box 1775 Logan, WV 25601
Williamson Daily News	P.O. Box 1409 Williamson, WV 25661
The Lincoln Journal	P.O. Box 368 Hamlin, WV 25523
Independent Herald	P.O. Box 449 Hamlin, WV 25523

A notice shall be considered delivered to a news medium when it has been delivered to such news medium at the address listed above, or at such other address as the news medium has in writing requested be used, mailed or delivered with first class postage and deposited in the United States mail, fully addressed per either the address of the Publisher, the Board shall receive the return receipt card for the notice mailed, to the opinion of the Board, to reflect properly all the newspapers and other news media that customarily cover matters of the area served by the Board. In addition, a copy of the agenda for each regularly scheduled meeting shall also be distributed to the news media by the Secretary not less than 72 hours before such regular meeting is to be held.

In the event of any modification to the date, time, place or agenda of a regularly scheduled meeting of the Board, notice of such modification shall immediately be given to the public and news media by posting at the place and date set up for the meeting and to the news media in the manner set forth above not less than 48 hours before such regular meeting is to be held. A copy of the notice of such modification shall be marked to and made a part of the minutes of the meeting for which such notice was given.

Section 3. Notice of Special Meetings. Not less than 72 hours prior to the date set for any special meeting of the Board, the Board shall instruct the Secretary to, and the Secretary shall, post at the regular meeting place of the Board and at the Logan County

Chairperson, where notices customarily are posted, a notice setting forth the date, time, place and purpose or purposes of such special meeting. Business at such special meeting shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than 72 hours prior to the date set for such special meeting, the Secretary shall distribute to each of the newspapers and other news media listed in Rule No. 1 hereof, a notice identical to that posted. Amendments made to such news media list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

A copy of such notice posted and distributed pursuant to this Rule No. 2 shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Rule No. 3. Emergency Meetings. The Board may hold a meeting without providing the notice to the public and news media required by Rule No. 1 and Rule No. 2 hereof only in the event of an emergency requiring immediate official action. The existence for such an emergency requiring immediate official action shall be determined by the Board and shall be attested to in a certificate by the Secretary describing such emergency and setting forth the reason or reasons immediate official action is required, which certificate shall be attached to and made a part of the minutes of such emergency meeting.

Rule No. 4. Executive Sessions. The Board may hold an executive session during a regular, special or emergency meeting in accordance with Chapter 6, Article 9A, Section 4 of the Code of West Virginia, 1931, as amended. During the open portion of the meeting, prior to convening an executive session, the Chairperson shall identify the authorization under Chapter 6, Article 9A, Section 4 of the Code of West Virginia, 1931, as amended, for holding the executive session and present it to the Board and to the general public, but no decision may be made in the executive session. An executive session may be held only upon a majority affirmative vote of the Board members present. The Board may hold an executive session and exclude the public only when a closed session is required for any of the actions permitted under Chapter 6, Article 9A, Section 4 of the Code of West Virginia, 1931, as amended.

Rule No. 5. Minutes. The Board shall provide for the preparation of written minutes of all of its meetings. Subject to the exceptions set forth in Chapter 6, Article 9A, Section 4 of the Code of West Virginia, 1931, as amended, minutes of all meetings except

[redacted] of executive sessions, if any are taken, shall be available to the public within a reasonable time after the meeting and shall include, at least, the following information:

(1) The date, time and place of the meeting;
(2) The names of each Board member present and absent;
(3) All motions, proposals, resolutions, orders, ordinances and measures proposed, the names of the persons proposing the same and their disposition; and
(4) The results of all votes and, upon the request of a Board member, the vote of each Board member, by name.

[redacted] Any Action by Reference. Except as otherwise expressly provided by law, the Board may act by reference to a letter, memorandum or other designation of action (each, an "Action") which may consist of different writings, each of which sets forth all or a portion of the Action, and all of which, when taken together, constitute the Action. Any Action may be taken by reference to an agenda, if copies of the agenda, sufficiently worded to inform the public of matters which is to be discussed, voted on or acted upon, are available for public inspection at the meeting. The Board may act even by agenda or without notice.

[redacted] Conference Telephone. Except as otherwise provided in this rule, any radio or television station is entitled to broadcast all or any part of a Board meeting required to be open. The Board may regulate the placement and use of equipment necessary for broadcasting, photographing, filming or recording a meeting, so as to prevent undue interference with the meeting. The Board shall allow the equipment to be placed within the meeting room in such a way as to permit its reasonable use, and the ordinary use of the equipment may not be declared to constitute undue interference; provided, that the Board, in good faith, determines that the use of the meeting room by all the members of the public present and the equipment and personnel necessary for broadcasting, photographing, filming and recording the meeting cannot be accommodated in the meeting room without unduly interfering with the meeting and an adequate alternative meeting room is not readily available, then the Board, acting in good faith and consistent with the purposes of this rule, may regulate the placing of the equipment and the personnel operating it.

[redacted] Telephonic Meetings. Board meetings may be held by telephone conference or other electronic means. All Board members participating by telephone or other electronic means must be audible to all those personally present.

[redacted] All meetings of any committee of the Board shall be governed by the Rules of Procedure and Rule in Section 4 above.

[redacted]

6

ARTICLE V

OFFICERS

Section 1. The officers of the Board shall be a Chairperson, Secretary and Treasurer. The Chairperson shall be elected from the members of the Board. The Secretary and Treasurer need not be members of the Board.

Section 2. The officers of the Board shall be elected each year by the members at the first meeting after the first day of January of each 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 membership of the Board at a regular or special meeting. Persons elected to fill vacancies shall serve until the next annual organizational meeting of the Board when their successors shall be elected as hereinbefore provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. The person, the Chairperson shall preside as Chairperson at all meetings of the Board. He/She shall, together with the Secretary, sign the minutes of all meetings at which he/she shall preside. He/She shall attend generally to the executive business of the Board and exercise such powers as may be conferred upon him/her by the Board, by these Rules of Procedure, or prescribed by law. He/She shall execute, and, if necessary, acknowledge or record, any deeds, deeds of trust, contracts, notes, bonds, agreements, or other documents or writings, 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. If the Chairperson is absent from any meeting, the remaining members of the Board shall select a temporary chairperson.

Section 3. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection at all reasonable times. Duplicate records shall be filed with the County Commissioners and shall include the minutes of all Board meetings. He/She shall, together with the Chairperson, sign the minutes of the meetings at which he/she is present. The Secretary shall have charge of the minute book, be the custodian of deeds and other documents and papers of the Board. He/She shall also perform such other duties as may be required of him/her by law or as may be conferred upon him/her from time to time by the members of the Board.

[redacted]

Adopted this 9th day of May, 2012.

[redacted]

[redacted]

[redacted]

[redacted]

Certified a true copy of the Rules of Procedure duly adopted by the Board of Lagoon County Public Service District on May 9, 2002.

Dated this 10th day of May, 2002.

[redacted]

[redacted]

[redacted]

LOGAN COUNTY
PUBLIC SERVICE DISTRICT

P.O. Box 506
Logan, WV 25601
(304) 946-2641 (TDD)
Fax (304) 946-2645
E-mail: lcpsd@lcpsd.com

BOARD MEMBERS:
Ben F. Lowe, Jr., Chair
Mike Stone
Leonard Hovis
GENERAL MANAGER:
William Baisden, CPA

MINUTES

January 9, 2019

Respectfully submitted,

Ben F. Lowe Jr.
Mr. Ben F. Lowe, Jr., Chair

Mike Stone
Mr. Mike Stone, Secretary

Leonard Hovis
Mr. Leonard Hovis, Treasurer

The Logan County Public Service District held its Special Monthly Board Meeting on Wednesday, January 9, 2019 at 10:00 a.m. at the Logan County Public Service District Business Office, 41 Armory Road, Monaville, West Virginia.

Ben Lowe, Jr., Chairman, called the meeting to order. See attached list of those in attendance.

APPROVAL OF MINUTES: The Board reviewed the Minutes of the December 18, 2018 Regular Board Meeting. A motion was made by Mr. Hovis to approve the minutes as presented, seconded by Mr. Stone. Motion passed 3-0.

ELECTION OF OFFICERS - Being the first District Board Meeting of the new year, the election of the officers was discussed. A motion was made by Mr. Hovis that the District Board Officers remain the same as last year, seconded by Mr. Stone. Motion passed 3-0. The District Officers for 2019 are:

Mr. Ben F. Lowe, Jr., Chair
Mr. Leonard Hovis, Treasurer
Mr. Mike Stone, Secretary

CUSTOMER/PUBLIC PRESENTATIONS: None.

ANNOUNCEMENTS: The next Regular Board Meeting is scheduled for Tuesday, January 15, 2019, at 6:30 p.m. at the Logan County PSD Office, 41 Armory Road, Monaville, West Virginia.

The next Special Board Meeting is scheduled for Tuesday, February 5, 2019, at 6:30 p.m. at the Logan County PSD Office, 41 Armory Road, Monaville, West Virginia.

PROJECT IMPLEMENTATION:

Frances Creek Water Project – Mr. Baisden stated that there were no new updates on this project.

Phase III B-1 Sewer Project – Mr. Baisden stated that this project is complete with the exception of the punch list

Big Harts Creek Phase II Water Project – Mr. Baisden stated that there were no new updates on this project.

Big Harts Creek Phase III Water Project – Mr. Baisden stated that there were no new updates on this project.

Upper Huff Creek Water Project – Mr. Baisden stated that there were no new updates on this project.

Big Harts Creek Phase IV Water Project – Mr. Baisden presented a notice of award for Contract No. 1 to Tribute Contracting & Consulting and for Contract No. 2 to Mid Atlantic Storage, Inc. to the Board for approval and signature. A motion was made by Mr. Stone to approve the notices, seconded by Mr. Hovis. Motion passed 3-0.

Coal Mountain Water Project – Mr. Baisden presented a form for Mr. Lowe's signature so that Region I PDC could file the ARC application.

Other Projects – None.

SYSTEM OPERATIONS: Mr. Baisden presented a Memorandum approving the payment of monthly invoices in the amount $112,832.25 to the Board for review, approval and signature. A motion was made by Mr. Hovis to approve the invoices as presented, seconded by Mr. Stone. Motion passed 3-0.

Eastern Wyoming Water Systems – Mr. Baisden reported that the next board meeting has been scheduled for Tuesday, February 12, 2018 at 6:30 p.m. at the Stephenson Water Treatment Plant.

Other – None.

ADJOURNMENT: Being no other business, a motion made by Mr. Stone and seconded by Mr. Hovis, the meeting was adjourned.

LOGAN COUNTY PUBLIC SERVICE DISTRICT
January 9, 2019 Board Meeting
Attendance List

Name	Representing
Melinda Coullett	LCPSD
William Baisden	LCPSD
Jim Walker	Attorney
Leonard Howard	PSD
Ben Lowe Jr.	PSD
Mike Stone	LCPSD

RESOLUTION TO APPROVE
WATERLINE EXTENSION PROJECT

WHEREAS, the Logan County Public Service District (the "District") serving Logan, Lincoln, Boone, Mingo, and Wyoming Counties, is proposing a waterline extension project, as hereinafter described, to the existing public water system (the "System") of the District, which project is deemed necessary and desirable for the health and welfare of the citizens of the District; and

WHEREAS, the project includes the Big Harts-Phase IV Waterline Extension Project (the "project"), which is a waterline extension to provide new or improved service to approximately 299 new and existing customers, including approximately 139 new residential and small commercial customers (350 persons) in the Harts Creek, Smokehouse Fork, White Oak Creek, and Buck Fork areas of Logan County and approximately 160 existing District customers in the Mud Fork through the proposed connection of the system to the project; and

WHEREAS, the project consists of the construction of approximately 57,100 linear feet of 8-inch and smaller diameter water main, one 157,000 gallons water storage tank, one 125 gpm booster pump station, one pressure reducing station, valves, fire hydrants, individual customer services, and other related appurtenances; and

WHEREAS, the Big Harts-Phase IV Waterline Extension Project is projected to cost $5,274,000; and

WHEREAS the project shall be financed as follows:

County Commission of Logan County (the "Commission") grants in the total amount of $2,750,000, evidenced by three commitment letters, dated June 22, 2016, February 7, 2018, and February 7, 2018 pledging $200,000, $250,000, and $2,500,000 respectively,

West Virginia Infrastructure Jobs Development Council ("WV IJDC") loan in the amount of $2,524,000, secured by a commitment letter dated April 12, 2018:

Logan County Commission Grants	$2,750,000
WV IJDC Loan	$2,524,000
Total Funding	$5,274,000

WHEREAS, there is no proposed rate increase. The current approved rates, fees, and charges are summarized below:

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for residential, commercial, governmental, industrial and sale for resale water service.

(A) RATES (Customers with a metered water supply)

First	2,000 gallons used per month	$11.50 per 1,000 gallons
Next	58,000 gallons used per month	$11.00 per 1,000 gallons
Next	240,000 gallons used per month	$8.50 per 1,000 gallons
All Over	300,000 gallons used per month	$4.50 per 1,000 gallons

(B) MINIMUM CHARGE

Each customer shall pay a minimum charge of $23.00
(Equivalent to 2,000 gallons of water usage.

5/8inch meter	$ 23.00 per month
3/4inch meter	$ 34.50 per month
1inch meter	$ 57.50 per month
1¼inch meter	$ 83.95 per month
1½inch meter	$ 115.00 per month
2inch meter	$ 184.00 per month
3inch meter	$ 345.00 per month
4inch meter	$ 575.00 per month
6inch meter	$1,150.00 per month
8inch meter	$ 1,840.00 per month

(C) FLAT RATE CHARGE (customers with non-metered water supply)

Equivalent to 4,500 gallons of water usage - $50.50 per month

(D) SALE FOR RESALE

All water for resale to the Town of Chapmanville will be billed in accordance to the approved rate of $2.00 per 1,000 gallons per month.

Approved and Effective February 1, 2019.

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for residential, commercial, governmental, industrial and sale for resale water service.

(A) RATES (Customers with a metered water supply)

First	2,000 gallons used per month	$12.30 per 1,000 gallons
Next	58,000 gallons used per month	$11.75 per 1,000 gallons
Next	240,000 gallons used per month	$9.10 per 1,000 gallons
All Over	300,000 gallons used per month	$4.85 per 1,000 gallons

(B) MINIMUM CHARGE

Each customer shall pay a minimum charge of $24.60
(Equivalent to 2,000 gallons of water usage.

5/8inch meter	$ 24.60 per month
3/4inch meter	$ 36.90 per month
1inch meter	$ 61.50 per month
1¼inch meter	$ 89.79 per month
1½inch meter	$ 123.00 per month
2inch meter	$ 196.80 per month
3inch meter	$ 369.00 per month
4inch meter	$ 615.00 per month
6inch meter	$1,230.00 per month
8inch meter	$ 1,968.00 per month

(C) FLAT RATE CHARGE (customers with non-metered water supply)
Equivalent to 4,500 gallons of water usage - $53.98 per month

(D) SALE FOR RESALE
All water for resale to the Town of Chapmanville will be billed in accordance to the approved rate of $2.15 per 1,000 gallons per month; and

WHEREAS, Chapter 16, Article 13A, Section 9 of the Code and Chapter 24, Article 2, Section 11(l)(1)-(8) of the Code requires the Board to provide notice to its customers of the proposed construction resolution in May 2018, and the Board sent written notice in a mailing to all of its customers during the week of May 15, 2018 and also provided information about the mailed notice on the bills for service that went out to its customers on May 15, 2018, and May 30, 2018; and

WHEREAS, Chapter 16, Article 13A, Section 9 of the Code and Chapter 24, Article 2, Section 11(l)(1)-(8) of the Code further provides that the Board shall publish notice of the proposed construction resolution by a Class 1 legal advertisement.

Now, therefore, be it resolved by the Public Service Board of the Logan County Public Service District, West Virginia:

Section 1. The Board provided notice of the Project to each District customer with bills that were mailed May 15, 2018, and May 30, 2018.

Section 2. The Board published a Class I legal advertisement of the Project in The Logan Banner on Wednesday, June 13, 2018, The Register-Herald on Tuesday, June 12, 2018, The Independent Herald, on Wednesday, June 13, 2018, The Lincoln Journal on Wednesday, June 13, 2018, the Williamson Daily News on Wednesday, June 13, 2018, and the Coal Valley News on Wednesday, June 13, 2018.

Section 3. The Board made complete copies of the Notice and the proposed form of the Resolution available for public inspection and review, Monday through Friday, from 8:00 a.m. to 4:30 p.m. at the District's offices located at 41 Armory Road, Monaville, WV 25601.

Section 4. The Board held a public hearing at 6:30 p.m., June 19, 2018, at the District's offices located at 41 Armory Road, Monaville, WV 25601, at which time interested parties appeared and were heard with respect to the Project.

Section 5. The Project is hereby authorized and approved.

Section 6. The Board forwarded an executed copy of the Resolution to the Commission for its information and review.

Section 8. This Resolution is effective immediately upon adoption, following the public hearing.

First Reading:	June 5, 2018
Public Hearing and Second Reading:	June 19, 2018
Adoption of Resolution:	June 19, 2018

Adopted this 19th day of June, 2018 by the Board of the Logan County Public Service District.

Ben F. Lowe, Jr., Chairman

Mike Stone, Secretary

Leonard Hovis, Treasurer

WEST VIRGINIA
Infrastructure & Jobs Development Council

April 12, 2018

William Baisden
LOGAN COUNTY PSD
P O BOX 506
Logan, WV 25601

Re: LOGAN COUNTY PSD
Water Line Extension Project No. 2017W-1684
IJDC Binding Commitment
Action Required by April 11, 2019

Dear William Baisden:

At its April 11, 2018 meeting, the West Virginia Infrastructure and Jobs Development Council (Council) voted to provide this binding offer of a $2,524,000.00 Infrastructure Fund loan (Loan). The Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan amount will be established after the Sponsor has received acceptable bids for the Project. The Council will set aside a portion of the Infrastructure Fund to make the Loan upon the Sponsor's compliance with the program requirements.

Please know that your project cannot proceed to receive bid authorization until you return a signed copy of this letter to our office. Additionally, it is a violation of Council policy that projects bid without first obtaining permission to advertise for bids from the IJDC executive director. A bid authorization letter will be issued by the executive director when the project has satisfied all IJDC requirements necessary to bid.

This binding commitment shall expire on April 11, 2019. If the Sponsor has any questions regarding this commitment, please contact Wayne Morgan, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Wayne Morgan
Executive Director

cc: Robert DeCrease, West Virginia Bureau for Public Health (BPH)
Rick Roberts, E.L. Robinson Engineering
Ronald G Conley, Logan County PSD
Michael D Griffith, Griffith & Associates

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

LOGAN COUNTY PSD
By: Ben F Howard Jr
Its: Chair
Date: 4/17/18

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

LOGAN COUNTY PSD
Water Project 2017W-1684

SCHEDULE A

A. Approximate Amount:

$2,524,000.00	Loan
$0.00	Grant
$2,524,000.00	Total

B. Loan: $2,524,000.00

1. Maturity Date: 40 years from date of closing.
2. Interest Rate: 3.0000%
3. Loan Advancement Date(s): Monthly, upon receipt of proper requisition.
4. Debt Service Commencement: The first quarter following completion of construction, which date must be identified prior to closing.
5. Special Conditions: None

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

C. Other Funding: Logan County Commission $2,750,000.00

D. Total Project Cost: $5,274,000.00

E. Proposed User Rates: Approximately $41.05/ 3,400 gallons

IC-1
(07/13)

LOAN AGREEMENT

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

LOGAN COUNTY PUBLIC SERVICE DISTRICT
(2017W-1684)

(Governmental Agency)

W I T N E S S E T H:

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

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

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

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

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

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and

incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

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

ARTICLE I
Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
The Project and the System

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

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

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

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

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority and the Council, acting by and through their directors or their duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority and the Council such documents and information as they may reasonably require

in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

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

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

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

2.10 The Governmental Agency shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The

Governmental Agency shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of this Loan Agreement.

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

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

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

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

ARTICLE III
Conditions to Loan;
Issuance of Local Bonds

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

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

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

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

have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit A;

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

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

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, including compliance with Chapter 21, Article 1D of the Code of West Virginia, 1931, as amended, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

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

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

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

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

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

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

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

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

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

(i) to pay Operating Expenses of the System;

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

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

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

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

(b) Covenants substantially as follows:

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

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

Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
Other Agreements of the
Governmental Agency

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

commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act or this Loan Agreement.

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

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

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

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

ARTICLE VII
Miscellaneous

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

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

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

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

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

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

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

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

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

7.10 This Loan Agreement shall terminate upon the earlier of:

(i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

(ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

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

LOGAN COUNTY PUBLIC SERVICE DISTRICT

(SEAL)

By: _____
Its: Chairman
Date: February 7, 2019

Attest:

_____
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: February 7, 2019

Attest:

_____
Its: Authorized Officer

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____

(Issuer)

_____

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the Council and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my firm[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the

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

successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the Council and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof[2], the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; (xi) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; and (xii) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

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

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

[SEAL]

_____

By: _____
West Virginia License No. _____

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

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

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

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest	$	
Principal	$	
Total:		$
Reserve Account:		$

Witness my signature this ___ day of_____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

A. Series A Bonds

Principal Amount of Local Bonds	$2,524,000
Purchase Price of Local Bonds	$2,524,000

The Local Bonds shall bear interest at a rate of 3% per annum. No interest accrues during construction. Commencing June 1, 2020, principal of and interest on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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

(i) Water Revenue Bonds (Cow Creek Project), Series 1996 B, dated July 31, 1996, issued in the original aggregate principal amount of $1,780,000;

(ii) Water Revenue Bonds (Whitman Creek Project), Series 1997 A, dated February 12, 1997, issued in the original aggregate principal amount of $1,000,000;

(iii) Water Revenue Bonds (Harts Creek Project), Series 1997 B, dated March 25, 1997, issued in the original aggregate principal amount of $1,075,000;

(iv) Water Revenue Bonds (Elk Creek/Spice Creek/Verner Project - West Virginia Infrastructure and Jobs Development Council), Series 1998 A, dated June 10, 1998, issued in the original aggregate principal amount of $815,000;

(v) Water Revenue Bonds (Mill Creek Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 A, dated April 21, 1999, issued in the original aggregate principal amount of $5,050,000;

(vi) Water Revenue Bonds (Crawley Creek/Chief Logan Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 C, dated June 17, 1999, issued in the original aggregate principal amount of $3,205,000;

(vii) Water Revenue Bonds (Enaloc Project-West Virginia Water Development Authority), Series 1999 D, dated December 14, 1999, issued in the original aggregate principal amount of $330,000;

(viii) Water Revenue Bonds, Series 2001 A (West Virginia Water Development Authority), dated September 6, 2001, issued in the original aggregate principal amount of $3,830,000;

(ix) Water Revenue Bonds, Series 2001 B (West Virginia Infrastructure Fund), dated September 6, 2001, issued in the original aggregate principal amount of $2,670,000;

(x) Water Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated January 24, 2002, issued in the original aggregate principal amount of $1,326,000;

(xi) Water Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated October 9, 2002, issued in the original aggregate principal amount of $1,100,000;

(xii) Water Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), dated October 29, 2003, issued in the original aggregate principal amount of $3,600,000;

(xiii) Water Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated April 27, 2005, issued in the original aggregate principal amount of $923,245;

(xiv) Water Revenue Bonds (North Fork Project), Series 2008 A (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of $1,700,000;

(xv) Water Revenue Bonds (Holden Project), Series 2008 B (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of $1,900,000;

(xvi) Water Revenue Bonds (Upper Little Harts Creek Project), Series 2010 A (West Virginia Infrastructure Fund), dated March 16, 2010, issued in the original aggregate principal amount of $800,000;

(xvii) Water Revenue Bonds (Marsh Fork Project), Series 2012 A (United States Department of Agriculture), dated December 13, 2012, issued in the original aggregate principal amount of $600,000;

(xviii) Water Revenue Bonds (Anchor Road Project) Series 2013 A (West Virginia Infrastructure Fund) dated February 7, 2013, issued in the original aggregate principal amount of $3,800,000;

(xix) Water Revenue Bonds (Big Harts Creek Phase 1), Series 2014 A (United States Department of Agriculture), dated July 24, 2014, issued in the original aggregate principal amount of $1,321,000;

(xx) Water Revenue Bonds (Big Harts Creek Phase 1), Series 2014 B (West Virginia Infrastructure Fund) dated July 24, 2014, issued in the original aggregate principal amount of $3,478,000;

(xxi) Water Revenue Bonds (Frances Creek Project), Series 2015 A (United States of Department of Agriculture), dated June 5, 2015, issued in the original aggregate principal amount of $533,000;

(xxii) Water Revenue Bonds (Hidden Valley/Airport Road Project), Series 2015 B (West Virginia Infrastructure Fund), dated September 9,2015, issued in the original aggregate principal amount of $907,000;

(xxiii) Water Revenue Bonds (Big Harts Creek Project-Phase II), Series 2018 A (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $2,252,000; and

(xxiv) Water Revenue Bonds (Big Harts Creek Project-Phase III), Series 2018 B (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $1,782,000.

Number of New Users: 94[3] new customers in the Harts Creek, Smokehouse Fork, White Oak Creek, and Buck Fork areas and improved service to approximately 160 existing customers in the Mud Fork area of Logan County.

3 The preapplication noted 139 new customers, 45 of those have connected with the use of remaining funds from Phase I of the Project.

SCHEDULE Y
DEBT SERVICE SCHEDULE

Bond Debt Service

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Dated Date	2/7/2019
Delivery Date	2/7/2019

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2020	13,043	3.000%	18,930.00	31,973.00
9/1/2020	13,141	3.000%	18,832.18	31,973.18
12/1/2020	13,239	3.000%	18,733.62	31,972.62
3/1/2021	13,339	3.000%	18,634.33	31,973.33
6/1/2021	13,439	3.000%	18,534.29	31,973.29
9/1/2021	13,539	3.000%	18,433.49	31,972.49
12/1/2021	13,641	3.000%	18,331.95	31,972.95
3/1/2022	13,743	3.000%	18,229.64	31,972.64
6/1/2022	13,846	3.000%	18,126.57	31,972.57
9/1/2022	13,950	3.000%	18,022.73	31,972.73
12/1/2022	14,055	3.000%	17,918.10	31,973.10
3/1/2023	14,160	3.000%	17,812.69	31,972.69
6/1/2023	14,266	3.000%	17,706.49	31,972.49
9/1/2023	14,373	3.000%	17,599.49	31,972.49
12/1/2023	14,481	3.000%	17,491.70	31,972.70
3/1/2024	14,590	3.000%	17,383.09	31,973.09
6/1/2024	14,699	3.000%	17,273.66	31,972.66
9/1/2024	14,810	3.000%	17,163.42	31,973.42
12/1/2024	14,921	3.000%	17,052.35	31,973.35
3/1/2025	15,033	3.000%	16,940.44	31,973.44
6/1/2025	15,145	3.000%	16,827.69	31,972.69
9/1/2025	15,259	3.000%	16,714.10	31,973.10
12/1/2025	15,373	3.000%	16,599.66	31,972.66
3/1/2026	15,489	3.000%	16,484.36	31,973.36
6/1/2026	15,605	3.000%	16,368.20	31,973.20
9/1/2026	15,722	3.000%	16,251.16	31,973.16
12/1/2026	15,840	3.000%	16,133.24	31,973.24
3/1/2027	15,959	3.000%	16,014.44	31,973.44
6/1/2027	16,078	3.000%	15,894.75	31,972.75
9/1/2027	16,199	3.000%	15,774.17	31,973.17
12/1/2027	16,320	3.000%	15,652.67	31,972.67
3/1/2028	16,443	3.000%	15,530.27	31,973.27
6/1/2028	16,566	3.000%	15,406.95	31,972.95
9/1/2028	16,690	3.000%	15,282.71	31,972.71
12/1/2028	16,815	3.000%	15,157.53	31,972.53
3/1/2029	16,942	3.000%	15,031.42	31,973.42
6/1/2029	17,069	3.000%	14,904.35	31,973.35
9/1/2029	17,197	3.000%	14,776.34	31,973.34
12/1/2029	17,326	3.000%	14,647.36	31,973.36
3/1/2030	17,456	3.000%	14,517.41	31,973.41
6/1/2030	17,586	3.000%	14,386.49	31,972.49
9/1/2030	17,718	3.000%	14,254.60	31,972.60
12/1/2030	17,851	3.000%	14,121.71	31,972.71

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Bond Debt Service

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2031	17,985	3.000%	13,987.83	31,972.83
6/1/2031	18,120	3.000%	13,852.94	31,972.94
9/1/2031	18,256	3.000%	13,717.04	31,973.04
12/1/2031	18,393	3.000%	13,580.12	31,973.12
3/1/2032	18,531	3.000%	13,442.18	31,973.18
6/1/2032	18,670	3.000%	13,303.19	31,973.19
9/1/2032	18,810	3.000%	13,163.17	31,973.17
12/1/2032	18,951	3.000%	13,022.09	31,973.09
3/1/2033	19,093	3.000%	12,879.96	31,972.96
6/1/2033	19,236	3.000%	12,736.76	31,972.76
9/1/2033	19,380	3.000%	12,592.49	31,972.49
12/1/2033	19,526	3.000%	12,447.14	31,973.14
3/1/2034	19,672	3.000%	12,300.70	31,972.70
6/1/2034	19,820	3.000%	12,153.16	31,973.16
9/1/2034	19,968	3.000%	12,004.51	31,972.51
12/1/2034	20,118	3.000%	11,854.75	31,972.75
3/1/2035	20,269	3.000%	11,703.86	31,972.86
6/1/2035	20,421	3.000%	11,551.85	31,972.85
9/1/2035	20,574	3.000%	11,398.69	31,972.69
12/1/2035	20,729	3.000%	11,244.38	31,973.38
3/1/2036	20,884	3.000%	11,088.92	31,972.92
6/1/2036	21,041	3.000%	10,932.29	31,973.29
9/1/2036	21,199	3.000%	10,774.48	31,973.48
12/1/2036	21,357	3.000%	10,615.49	31,972.49
3/1/2037	21,518	3.000%	10,455.31	31,973.31
6/1/2037	21,679	3.000%	10,293.92	31,972.92
9/1/2037	21,842	3.000%	10,131.33	31,973.33
12/1/2037	22,005	3.000%	9,967.52	31,972.52
3/1/2038	22,171	3.000%	9,802.48	31,973.48
6/1/2038	22,337	3.000%	9,636.20	31,973.20
9/1/2038	22,504	3.000%	9,468.67	31,972.67
12/1/2038	22,673	3.000%	9,299.89	31,972.89
3/1/2039	22,843	3.000%	9,129.84	31,972.84
6/1/2039	23,014	3.000%	8,958.52	31,972.52
9/1/2039	23,187	3.000%	8,785.91	31,972.91
12/1/2039	23,361	3.000%	8,612.01	31,973.01
3/1/2040	23,536	3.000%	8,436.80	31,972.80
6/1/2040	23,713	3.000%	8,260.28	31,973.28
9/1/2040	23,891	3.000%	8,082.44	31,973.44
12/1/2040	24,070	3.000%	7,903.25	31,973.25
3/1/2041	24,250	3.000%	7,722.73	31,972.73
6/1/2041	24,432	3.000%	7,540.85	31,972.85
9/1/2041	24,615	3.000%	7,357.61	31,972.61
12/1/2041	24,800	3.000%	7,173.00	31,973.00
3/1/2042	24,986	3.000%	6,987.00	31,973.00
6/1/2042	25,173	3.000%	6,799.61	31,972.61
9/1/2042	25,362	3.000%	6,610.81	31,972.81

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Bond Debt Service

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2042	25,552	3.000%	6,420.59	31,972.59
3/1/2043	25,744	3.000%	6,228.95	31,972.95
6/1/2043	25,937	3.000%	6,035.87	31,972.87
9/1/2043	26,132	3.000%	5,841.35	31,973.35
12/1/2043	26,328	3.000%	5,645.36	31,973.36
3/1/2044	26,525	3.000%	5,447.90	31,972.90
6/1/2044	26,724	3.000%	5,248.96	31,972.96
9/1/2044	26,924	3.000%	5,048.53	31,972.53
12/1/2044	27,126	3.000%	4,846.60	31,972.60
3/1/2045	27,330	3.000%	4,643.15	31,973.15
6/1/2045	27,535	3.000%	4,438.18	31,973.18
9/1/2045	27,741	3.000%	4,231.67	31,972.67
12/1/2045	27,949	3.000%	4,023.61	31,972.61
3/1/2046	28,159	3.000%	3,813.99	31,972.99
6/1/2046	28,370	3.000%	3,602.80	31,972.80
9/1/2046	28,583	3.000%	3,390.02	31,973.02
12/1/2046	28,797	3.000%	3,175.65	31,972.65
3/1/2047	29,013	3.000%	2,959.67	31,972.67
6/1/2047	29,231	3.000%	2,742.08	31,973.08
9/1/2047	29,450	3.000%	2,522.84	31,972.84
12/1/2047	29,671	3.000%	2,301.97	31,972.97
3/1/2048	29,894	3.000%	2,079.44	31,973.44
6/1/2048	30,118	3.000%	1,855.23	31,973.23
9/1/2048	30,344	3.000%	1,629.35	31,973.35
12/1/2048	30,571	3.000%	1,401.77	31,972.77
3/1/2049	30,801	3.000%	1,172.48	31,973.48
6/1/2049	31,032	3.000%	941.48	31,973.48
9/1/2049	31,264	3.000%	708.74	31,972.74
12/1/2049	31,499	3.000%	474.26	31,973.26
3/1/2050	31,735	3.000%	238.01	31,973.01
	2,524,000		1,312,756.28	3,836,756.28

SCHEDULE Z

(None)

LOGAN COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF LOGAN COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV) SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING AND RATIFYING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF LOGAN COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

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

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2019 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority.

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

"Board" or "Governing Body" means the public service board of the Issuer and shall include the membership of the Board as may hereafter be duly constituted as the legal successors to the present membership or any other authority vested with and authorized to exercise the powers of the Issuer.

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

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

"Bonds" means, collectively, the Series 2019 A Bonds, the Prior Bonds and any additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained in this Resolution or another resolution.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2019 A Bonds in substantially the form set forth in Section 3.10 hereof.

"Chairman" means the Chairman of the Governing Body of the Issuer or any temporary Acting Chairman duly elected by the Governing Body.

"Closing Date" means the date upon which there is an exchange of the Series 2019 A Bonds for all or a portion of the proceeds of the Series 2019 A Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated pursuant thereto or any predecessors or successors thereto.

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

"Consulting Engineers" means E.L. Robinson Engineering Company, Charleston, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System in accordance with Chapter 5G, Article 1 of the Code of West Virginia, 1931, as amended.

"Costs" or "Costs of the Project" or any similar phrase means those costs described in Section 1.03E hereof to be a part of the cost of acquisition and construction of the Project.

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

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

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions thereof.

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

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

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

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

"Issuer" means Logan County Public Service District, a public service district, public corporation and political subdivision of the State in Boone, Logan, Lincoln, Mingo and Wyoming Counties, West Virginia, and includes the Governing Body.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2019 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2019 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2019 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2019 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System, as hereinafter defined and includes, without limiting

the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent, other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

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

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2019 A Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Issuer's (i) Water Revenue Bonds (Cow Creek Project), Series 1996 B, dated July 31, 1996, issued in the original aggregate principal amount of $1,780,000; (ii) Water Revenue Bonds (Whitman Creek Project), Series 1997 A, dated February 12, 1997, issued in the original aggregate principal amount of $1,000,000; (iii) Water Revenue Bonds (Harts Creek Project), Series 1997 B, dated March 25, 1997, issued in the original aggregate principal amount of $1,075,000; (iv) Water Revenue Bonds (Elk Creek/Spice Creek/Verner Project - West Virginia Infrastructure and Jobs Development Council), Series 1998 A, dated June 10, 1998, issued in the original aggregate principal amount of $815,000; (v) Water Revenue Bonds (Mill Creek Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 A, dated April 21, 1999, issued in the original aggregate principal amount of $5,050,000; (vi) Water Revenue Bonds (Crawley Creek/Chief Logan Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 C, dated June 17, 1999, issued in the original aggregate principal amount of $3,205,000; (vii) Water Revenue Bonds (Enaloc Project-West Virginia Water Development Authority), Series 1999 D, dated December 14, 1999, issued in the original aggregate principal amount of $330,000; (viii) Water Revenue Bonds, Series 2001 A (West Virginia Water Development Authority), dated September 6, 2001, issued in the original aggregate principal amount of $3,830,000; (ix) Water Revenue Bonds, Series 2001 B (West Virginia Infrastructure Fund), dated September 6, 2001, issued in the original aggregate principal amount of $2,670,000; (x) Water Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated January 24, 2002, issued in the original aggregate principal

amount of $1,326,000; (xi) Water Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated October 9, 2002, issued in the original aggregate principal amount of $1,100,000; (xii) Water Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), dated October 29, 2003, issued in the original aggregate principal amount of $3,600,000; (xiii) Water Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated April 27, 2005, issued in the original aggregate principal amount of $923,245; (xiv) Water Revenue Bonds (North Fork Project), Series 2008 A (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of $1,700,000; (xv) Water Revenue Bonds (Holden Project), Series 2008 B (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of $1,900,000; (xvi) Water Revenue Bonds (Upper Little Harts Creek Project), Series 2010 A (West Virginia Infrastructure Fund), dated March 16, 2010, issued in the original aggregate principal amount of $800,000; (xvii) Water Revenue Bonds (Marsh Fork Project), Series 2012 A (United States Department of Agriculture), dated December 13, 2012, issued in the original aggregate principal amount of $600,000; (xviii) Water Revenue Bonds (Anchor Road Project) Series 2013 A (West Virginia Infrastructure Fund) dated February 7, 2013, issued in the original aggregate principal amount of $3,800,000; (xix) Water Revenue Bonds (Big Harts Creek Phase 1), Series 2014 A (United States Department of Agriculture), dated July 24, 2014, issued in the original aggregate principal amount of $1,321,000; (xx) Water Revenue Bonds (Big Harts Creek Phase 1), Series 2014 B (West Virginia Infrastructure Fund) dated July 24, 2014, issued in the original aggregate principal amount of $3,478,000; (xxi) Water Revenue Bonds (Frances Creek Project), Series 2015 A (United States of Department of Agriculture), dated June 5, 2015, issued in the original aggregate principal amount of $533,000; (xxii) Water Revenue Bonds (Hidden Valley/Airport Road Project), Series 2015 B (West Virginia Infrastructure Fund), dated September 9,2015, issued in the original aggregate principal amount of $907,000; (xxiii) Water Revenue Bonds (Big Harts Creek Project-Phase II), Series 2018 A (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $2,252,000; and (xxiv) Water Revenue Bonds (Big Harts Creek Project-Phase III), Series 2018 B (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $1,782,000.

"Prior Resolutions" means, collectively, the resolutions of the Issuer authorizing the Prior Bonds adopted on July 30, 1996; February 6, 1997; March 20, 1997; May 28, 1998; April 8, 1999; June 10, 1999; December 14, 1999; August 30, 2001; January 10, 2002; October 8, 2002; October 28, 2003; April 26, 2005; July 15, 2008; March 2, 2010; December 11, 2012; January 22, 2013, July 22, 2014, June 5, 2015, September 9, 2015, and August 20, 2018.

"Project" means the acquisition and construction of certain improvements and extensions to the System, a description of which is attached hereto as Exhibit A and incorporated herein by reference.

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

(a) Government Obligations;

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

certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

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

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

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

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

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

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

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

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

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

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by the Prior Resolutions and continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts of the Series 2019 A Bonds, and the Prior Bonds.

"Reserve Requirements" means, collectively, the respective reserve amount requirements of the Series 2019 A Bonds, and the Prior Bonds.

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

"Revenue Fund" means the Revenue Fund established by the Prior Resolutions and continued by Section 5.01 hereof.

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

"Series 1996 B Bonds" means the Water Revenue Bonds (Cow Creek Project), Series 1996 B, dated July 31, 1996, issued in the original aggregate principal amount of 1,780,000.

"Series 1997 A Bonds" means the Water Revenue Bonds (Whitman Creek Project), Series 1997 A, dated February 12, 1997, issued in the original aggregate principal amount of 1,000,000.

"Series 1997 B Bonds" means the Water Revenue Bonds (Harts Creek Project), Series 1997 B, dated March 25, 1997, issued in the original aggregate principal amount of 1,075,000.

"Series 1998 A Bonds" means the Water Revenue Bonds (Elk Creek/Spice Creek/Verner Project - West Virginia Infrastructure and Jobs Development Council), Series 1998 A, dated June 10, 1998, issued in the original aggregate principal amount of 815,000.

"Series 1999 A Bonds" means the Water Revenue Bonds (Mill Creek Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 A, dated April 21, 1999, issued in the original aggregate principal amount of 5,050,000.

"Series 1999 C Bonds" means the Water Revenue Bonds (Crawley Creek/Chief Logan Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 C, dated June 17, 1999, issued in the original aggregate principal amount of 3,205,000.

"Series 1999 D Bonds" means the Water Revenue Bonds (Enaloc Project - West Virginia Water Development Authority), Series 1999 D, dated December 14, 1999, issued in the original aggregate principal amount of 330,000.

"Series 2001 A Bonds" means the Water Revenue Bonds, Series 2001 A (West Virginia Water Development Authority), dated September 6, 2001, issued in the original aggregate principal amount of 3,830,000.

"Series 2001 B Bonds" means the Water Revenue Bonds, Series 2001 B (West Virginia Infrastructure Fund), dated September 6, 2001, issued in the original aggregate principal amount of 2,670,000.

"Series 2002 A Bonds" means the Water Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated January 24, 2002, issued in the original aggregate principal amount of 2,670,000.

"Series 2002 B Bonds" means the Water Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated October 9, 2002, issued in the original aggregate principal amount of 1,100,000.

"Series 2003 B Bonds" means the Water Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), dated October 29, 2003, issued in the original aggregate principal amount of 3,600,000.

"Series 2005 A Bonds" means the Water Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated April 27, 2005, issued in the original aggregate principal amount of 923,245.

"Series 2008 A Bonds" means the Water Revenue Bonds (North Fork Project), Series 2008 A (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of 1,700,000.

"Series 2008 B Bonds" means the Water Revenue Bonds (Holden Project), Series 2008 B (West Virginia Infrastructure Fund), dated July 16, 2008, issued in the original aggregate principal amount of 1,900,000.

"Series 2010 A Bonds" means the Water Revenue Bonds (Upper Little Harts Creek Project), Series 2010 A (West Virginia Infrastructure Fund), dated March 16, 2010, issued in the original aggregate principal amount of 800,000.

"Series 2012 A Bonds" means the Water Revenue Bonds (Marsh Fork Project), Series 2012 A (United States Department of Agriculture), dated December 13, 2012, issued in the original aggregate principal amount of 600,000.

"Series 2013 A Bonds" means the Water Revenue Bonds (Anchor Road Project), Series 2013 A (West Virginia Infrastructure Fund), dated February 7, 2013, issued in the original aggregate principal amount of 3,800,000.

"Series 2014 A Bonds" means the Water Revenue Bonds (Big Harts Creek Project-Phase I), Series 2014 A (United States Department of Agriculture), dated July 24, 2014, issued in the original aggregate principal amount of $1,321,000.

"Series 2014 B Bonds" means the Water Revenue Bonds (Big Harts Creek Project-Phase I), Series 2014 B (West Virginia Infrastructure Fund), dated July 24, 2014, issued in the original aggregate principal amount of $3,478,000.

"Series 2015 A Bonds" means the Water Revenue Bonds (Frances Creek Project), Series 2015 A (United States Department of Agriculture), dated June 5, 2015, issued in the original aggregate principal amount of $533,000.

"Series 2015 B Bonds" means the Water Revenue Bonds (Hidden Valley/Airport Road Project), Series 2015 B (West Virginia Infrastructure Fund), dated September 9, 2015, issued in the original aggregate principal amount of $907,000.

"Series 2018 A Bonds" means the Water Revenue Bonds (Big Harts Creek Project-Phase II), Series 2018 A (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $2,252,000.

"Series 2018 B Bonds" means the Water Revenue Bonds (Big Harts Creek Project-Phase III), Series 2018 B (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $1,782,000.

"Series 2019 A Bonds" means the Water Revenue Bonds (Big Harts Creek Project – Phase IV), Series 2019 A (West Virginia Infrastructure Fund), of the Issuer, authorized to be issued hereby.

"Series 2019 A Bonds Project Fund" means the Series 2019 A Bonds Project Fund established by Section 5.01 hereof.

"Series 2019 A Bonds Reserve Account" means the Series 2019 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2019 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2019 A Bonds in the then current or any succeeding year.

"Series 2019 A Bonds Sinking Fund" means the Series 2019 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds of the Series 2019 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution of the Issuer amendatory hereof or supplemental hereto and when preceded by the article "the," refers specifically to the Supplemental Resolution authorizing the sale of the Series 2019 A Bonds; provided, that any provisions intended by this Resolution to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by this Resolution to be set aside and held for the payment of or security for the Series 2019 A Bonds and the Prior Bonds, including but not limited to the Renewal and Replacement Fund, the Reserve Accounts and the Sinking Funds.

"System" means the complete public service properties of the Issuer for the diversion, development, pumping, impounding, treatment, storage, distribution or furnishing of water to or for the public for industrial, public, private or other uses as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for the System from any sources whatsoever.

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

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

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender; and any requirement for execution or attestation of the Bonds or any certificate or other document by the Chairman or the Secretary shall mean that such Bonds, certificate or other document may be executed or attested by an Acting Chairman or Acting Secretary.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. It is hereby found, determined and declared as follows:

A. The Issuer is a public service district, public corporation and political subdivision of the State located in Boone, Logan, Lincoln, Mingo and Wyoming Counties of said State.

B. The Issuer presently owns and operates a public water system. However, the Issuer deems it necessary and desirable for the health, welfare and safety of the inhabitants of the Issuer that there be acquired and constructed the Project, a description of which is attached hereto as Exhibit A and incorporated herein by reference, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Council.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the Authority.

D. It is deemed necessary for the Issuer to issue the Series 2019 A Bonds in the aggregate principal amount of not more than $3,000,000 to permanently finance a portion of the costs of acquisition and construction of the Project. Such costs shall be deemed to include the costs of acquisition and construction of any public service properties and any improvements and extensions thereto, the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, on the Series 2019 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2019 A Bonds Reserve Account; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2019 A Bonds and such other expenses as may be necessary or incident to the financing herein authorized, the acquisition and construction of the Project and the placing of the same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2019 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

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

F. It is in the best interests of the Issuer that its Series 2019 A Bonds be sold to the Authority pursuant to the terms and provisions of the Loan Agreement by and among the Issuer, the Authority and the Council, the agreement in form satisfactory to the respective parties, approved hereby if not previously approved by resolution of the Issuer.

G. The Series 2019 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. The Issuer has met the parity and coverage requirements of the Prior Bonds, and the Prior Resolutions and has substantially complied with all other parity requirements, except to the extent that noncompliance with any such other parity requirements is not of a material nature. Prior to the issuance of the Series 2019 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the parity and coverage tests of the Prior Bonds have been met and (ii) the written consent of the Registered Owners of the Prior Bonds to the issuance of the Series 2019 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all Operating Expenses of the System, the principal of and interest on the Prior Bonds, the Series 2019 A Bonds, and payments into all funds and accounts and other payments provided for in this Resolution, and the Prior Resolutions.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement, relating to authorization of the acquisition, construction and operation of the Project and the System and the issuance of the Series 2019 A Bonds, or will have so complied prior to issuance of any thereof. The Issuer is not subject to the Public Service Commission of West Virginia (the "PSC") approval. The Issuer adopted the project resolution on June 19, 2018.

J. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under the Act.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Series 2019 A Bonds by those who shall be the Registered Owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $3,841,291, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2019 A Bonds shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the plan of financing submitted to the Authority and the Council.

The estimated maximum cost of acquisition and construction of the Project is $3,841,291 of which not more than $3,000,000 will be obtained from the Series 2019 A Bonds, and approximately $1,317,291 will be obtained from a contribution from the Logan County Commission.

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2019 A Bonds, funding the Series 2019 A Bonds Reserve Account, paying the Costs of the Project and paying certain costs of issuance and related costs, or any of such purposes, as shall be specified in the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2019 A Bonds of the Issuer. The Series 2019 A Bonds shall be issued as a single bond, designated as "Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund)," in an aggregate principal amount of not more than $3,000,000, and shall have such terms as are set forth hereinafter or in the Supplemental Resolution. The proceeds of the Series 2019 A Bonds remaining after funding of the Series 2019 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in the Series 2019 A Bonds Project Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2019 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts, and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in the Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2019 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2019 A Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution or herein, the Series 2019 A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with

a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2019 A Bonds. The Series 2019 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2019 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2019 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof, shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2019 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner in accepting any of said Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide registered owner for value.

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

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

In all cases in which the privilege of exchanging the Bonds or transferring the Bonds is exercised, all such Bonds shall be delivered in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obligated to make any such exchange or transfer of Bonds during the period commencing on the fifteenth day of the month preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2019 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate, register and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Registered Owner's furnishing proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2019 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Registered Owner of such Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay such Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to the Prior Bonds. The payment of the debt service on the Series 2019 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2019 A Bonds and the Prior Bonds and to make payments into all funds and accounts hereinafter established and established in the Prior Resolutions, are hereby irrevocably pledged to such payments as the same become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2019 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2019 A Bonds to the original purchasers upon receipt of a request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate, register and deliver the Series 2019 A Bonds to the original purchasers.

Section 3.10. Form of Bonds. The text of the Series 2019 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of page intentionally left blank]

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-___ _____

KNOW ALL MEN BY THESE PRESENTS: That on this __ day of _____, 2019, LOGAN COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Boone, Logan, Lincoln, Mingo and Wyoming Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns, the sum of _____DOLLARS (_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, plus interest on the unpaid principal balance at a rate of __% per annum, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear interest at a rate of ___% per annum commencing _____1, 20__. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2019.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public water facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of this Bond and related costs. The existing public water facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on

_____, 2019, and a Supplemental Resolution duly adopted by the Issuer on _____, 2019 (collectively, the "Resolution"), and is subject to all the terms and conditions thereof. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for this Bond under the Resolution.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT WITH THE ISSUER'S (1) WATER REVENUE BONDS (COW CREEK PROJECT), SERIES 1996 B, DATED JULY 31, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,780,000; (2) WATER REVENUE BONDS (WHITMAN CREEK PROJECT), SERIES 1997 A, DATED FEBRUARY 12, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,000,000; (3) WATER REVENUE BONDS (HARTS CREEK PROJECT), SERIES 1997 B, DATED MARCH 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,075,000; (4) WATER REVENUE BONDS (ELK CREEK/SPICE CREEK/VERNER PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1998 A, DATED JUNE 10, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 815,000; (5) WATER REVENUE BONDS (MILL CREEK PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1999 A, DATED APRIL 21, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 5,050,000; (6) WATER REVENUE BONDS (CRAWLEY CREEK/CHIEF LOGAN PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1999 C, DATED JUNE 17, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 3,205,000; (7) WATER REVENUE BONDS (ENALOC PROJECT - WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), SERIES 1999 D, DATED DECEMBER 14, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 330,000 ; (8) WATER REVENUE BONDS, SERIES 2001 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED SEPTEMBER 6, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 3,830,000; (9) WATER REVENUE BONDS, SERIES 2001 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER, 6, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 2,670,000; (10) WATER REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JANUARY 24, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,326,000; (11) WATER REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED OCTOBER 9, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,100,000; (12) WATER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED OCTOBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 3,600,000; (13) WATER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED APRIL 27, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 923,245; (14) WATER REVENUE BONDS (NORTH FORK PROJECT), SERIES 2008 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 16, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,700,000; (15) WATER REVENUE BONDS (HOLDEN PROJECT), SERIES 2008 B (WEST VIRGINIA INFRASTRUCTURE FUND),

DATED JULY 16, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 1,900,000; (16) WATER REVENUE BONDS (UPPER LITTLE HARTS CREEK PROJECT), SERIES 2010 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 6, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 800,000; (17) WATER REVENUE BONDS (MARSH FORK PROJECT), SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED DECEMBER 13, 2012, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF 600,000; (18) WATER REVENUE BONDS (ANCHOR ROAD PROJECT), SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 7, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF 3,800,000 (19) WATER REVENUE BONDS (BIG HARTS CREEK PHASE 1), SERIES 2014 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 24, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,321,000; (20) WATER REVENUE BONDS (BIG HARTS CREEK PHASE 1), SERIES 2014 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED JULY 24, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,478,000; (21) WATER REVENUE BONDS (FRANCES CREEK PROJECT), SERIES 2015 A (UNITED STATES OF DEPARTMENT OF AGRICULTURE), DATED JUNE 5, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $533,000; (22) WATER REVENUE BONDS (HIDDEN VALLEY/AIRPORT ROAD PROJECT), SERIES 2015 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 9,2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $907,000; (23) WATER REVENUE BONDS (BIG HARTS CREEK PROJECT-PHASE II), SERIES 2018 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 20, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,252,000; AND (24) WATER REVENUE BONDS (BIG HARTS CREEK PROJECT-PHASE III), SERIES 2018 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 20, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,782,000 (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Resolution) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the registered owners of the Prior Bonds and from moneys in the reserve account created under the Resolution for this Bond (the "Series 2019 A Bonds Reserve Account") and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the moneys in the Series 2019 A Bonds Reserve Account and unexpended proceeds of this Bond. Pursuant to the Resolution, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount of principal of and interest, if any, on this Bond payable in any year, and all other obligations secured by a lien on or payable from such revenues on a parity with this Bond, including the Prior Bonds; provided however, that so long as there exists in the Series 2019 A

Bonds Reserve Account, an amount at least equal to the maximum amount of principal and interest, if any, which will become due on this Bond in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with this Bond, including the Prior Bonds an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owner (as defined in the Resolution) of this Bond for the terms of which reference is made to the Resolution. Remedies provided the Registered Owner of this Bond are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

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

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

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

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

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

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

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

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2019 A Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2019.

[UNITED BANK], as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL

EXHIBIT B
DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Authorization and Execution of Loan Agreement. The Series 2019 A Bonds shall be sold to the Authority pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, ratified and approved. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Resolution.

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

ARTICLE IV
[RESERVED]

ARTICLE V
SYSTEM REVENUES AND APPLICATION THEREOF

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

1) Revenue Fund (established by Prior Resolutions);

2) Renewal and Replacement Fund (established by Prior Resolutions); and

3) Series 2019 A Bonds Project Fund.

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

1) Prior Bonds Sinking Funds (established by Prior Resolutions)

2) Prior Bonds Reserve Accounts (established by Prior Resolutions)

3) Series 2019 A Bonds Sinking Fund; and

4) Series 2019 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund.

The Revenue Fund shall constitute a trust fund for the purposes provided in this Resolution and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided.

(1) The Issuer shall first, each month, pay from the Revenue Fund the current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, from the moneys in the Revenue Fund, (i) remit the interest payments to the Sinking Funds of the Prior Bonds in the amounts required by the Prior Resolutions; and (ii) commencing 4 months prior to the first date of payment of interest on the Series 2019 A Bonds, remit to the Commission for deposit in the Series 2019 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2019 A Bonds on the next ensuing quarterly interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2019 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, from the moneys in the Revenue Fund, (i) remit the principal payments to the Sinking Funds of the Prior Bonds in the amounts required by the Prior Resolutions; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2019 A Bonds, remit to the Commission for deposit in the Series 2019 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2019 A Bonds on the next ensuing quarterly principal payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2019 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, from the moneys in the Revenue Fund, (i) remit the reserve account payments to the Reserve Accounts of the Prior Bonds in the amounts required by the Prior Resolutions; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2019 A Bonds, if not fully funded upon issuance of the Series 2019 A Bonds, remit to the Commission for deposit in the Series 2019 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2019 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2019 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2019 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, from the moneys in the Revenue Fund, remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 ½% of the Gross Revenues each month (as previously set forth in the Prior Resolutions and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in

accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

Moneys in the Series 2019 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2019 A Bonds as the same shall become due. Moneys in the Series 2019 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2019 A Bonds as the same shall come due, when other moneys in the Series 2019 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2019 A Bonds Reserve Account (if fully funded) shall be transferred, not less than once each year, to the Series 2019 A Bonds Project Fund during construction of the Project and following completion of the Project to the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2019 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2019 A Bonds Reserve Account which result in a reduction in the balance of such account to below the Series 2019 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2019 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay any interest on such Parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2019 A Bonds Sinking Fund or the Series 2019 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2019 A Bonds then Outstanding and all interest, if any, to accrue until the maturity thereof.

Interest, principal or reserve account payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2019 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2019 A Bonds Sinking Fund and the Series 2019 A Bonds Reserve Account created hereunder, and all amounts required for such accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. The Issuer shall make the necessary arrangements whereby required payments into such accounts shall be automatically

debited from the Revenue Fund and electronically transferred to the Commission on the dates hereunder.

Moneys in the Series 2019 A Bonds Sinking Fund and the Series 2019 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2019 A Bonds Sinking Fund and the Series 2019 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2019 A Bonds under the conditions and restrictions set forth herein.

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

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

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent, or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay the charges and the fees then due. The Issuer shall make the necessary arrangements whereby payments to the Commission under this paragraph shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

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

G. If, on any monthly payment date, the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, that all deposits, including on account of deficiencies, shall be made in the order of priority set forth

in Section 5.03A hereof, and no payment of lower priority shall be made if there exists a deficiency in a fund or account of higher priority. No such deficiency shall exist solely because the required payments into the Reserve Accounts have not, as of such date, funded such account to the requirement therefor.

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

ARTICLE VI
APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 2019 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2019 A Bonds, there shall first be deposited with the Commission in the Series 2019 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2019 A Bonds for the period commencing on the date of issuance of the Series 2019 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2019 A Bonds, there shall be deposited with the Commission in the Series 2019 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2019 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2019 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2019 A Bonds Project Fund and applied solely to payment of the costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2019 A Bonds.

D. After completion of acquisition and construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2019 A Bonds shall be expended as directed by the Council.

Section 6.02. Disbursements from the Series 2019 A Bonds Project Fund. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2019 A Bonds Project Fund shall be made only after submission to and approval from the Council, of a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement for the Series 2019 A Bonds, in compliance with the construction schedule.

Pending such application, monies in the Series 2019 A Bonds Project Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Resolution shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Registered Owner of the Series 2019 A Bonds. In addition to the other covenants, agreements and provisions of this Resolution, the Issuer hereby covenants and agrees with the Registered Owner of the Series 2019 A Bonds, as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as the Series 2019 A Bonds, or the interest thereon, are Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2019 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Resolution. No Registered Owner of the Series 2019 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2019 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service of the Series 2019 A Bonds shall be secured by a first lien on the Net Revenues, on a parity with the lien on the Net Revenues in favor of the Registered Owners of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Prior Bonds and the Series 2019 A Bonds and to make the payments into all funds and accounts and all other payments provided for in this Resolution and the Prior Resolutions are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in this Resolution and the Prior Resolutions.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement.

So long as the Series 2019 A Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Resolution and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2019 A Bonds shall prove to be insufficient to produce the required sums set forth in this Resolution and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and

take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Resolution and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds and the Series 2019 A Bonds are Outstanding, the System may not be sold, transferred, mortgaged, leased or otherwise disposed of, except in accordance with the terms of the Prior Resolutions and the Series 2019 A Bonds Resolution, respectively. So long as the Series 2019 A Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay or redeem at or prior to maturity all the Bonds Outstanding, or to effectively defease this Resolution in accordance with Section 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2019 A Bonds, immediately be remitted to the Commission for deposit in the Series 2019 A Bonds Sinking Fund, and the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2019 A Bonds. Any balance remaining after the payment of the Series 2019 A Bonds and interest thereon, if any, shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000 the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000 the Issuer shall first, in writing, determine upon consultation with the Consulting Engineer that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $10,000 and not in excess of $50,000 shall, upon receipt of approval of the Registered Owners, if needed, be remitted by the Issuer to the Commission for deposit in the appropriate Sinking Funds and shall be applied only to the purchase or redemption of Bonds of the last maturities then Outstanding at prices not greater than the applicable redemption price, or, if not redeemable at par, then to the Renewal and Replacement Fund. The payment of such proceeds into the Sinking Funds or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other

amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay or redeem prior to maturity all Bonds then Outstanding without the prior approval and consent in writing of the Registered Owners of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Registered Owners of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. So long as the Series 2019 A Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2019 A Bonds; provided, however, that Parity Bonds may be issued as provided for in Section 7.07 hereof and in the Prior Resolutions (so long as the Prior Bonds are Outstanding). All obligations hereafter issued by the Issuer payable from the revenues of the System, except such Parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2019 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein and in the Prior Resolutions have been made and are current at the time of issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the liens of the Series 2019 A Bonds, and the interest thereon, if any, upon any of the income and revenues of the System pledged for payment of the Series 2019 A Bonds and the interest, if any, thereon in this Resolution, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2019 A Bonds pursuant to this Resolution, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2019 A Bonds.

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

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

(1) The Bonds then Outstanding;

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

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

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

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

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the

prior and superior liens of the Series 2019 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2019 A Bonds.

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

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

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at any reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

The accounting system for the System shall follow current generally accepted accounting principles in accordance with the rules and regulations of the PSC and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system, which may be installed remote from the direct supervision of the Governing Body, shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Council and the Authority, or any other original purchaser of the Series 2019 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2019 A Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2019 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2019 A Bonds. Such audit report submitted to the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to issuance of the Series 2019 A Bonds, approvals of equitable rates or charges for the use of and service rendered by the System have been obtained all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and

revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2019 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2019 A Bonds, including the Prior Bonds; provided, that in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Series 2019 A Bonds Reserve Account and the Reserve Accounts for obligations on a parity with the Series 2019 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2019 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2019 A Bonds, including the Prior Bonds. In any event the Issuer shall not reduce the rates or charges for services described in Section 7.04.

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

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

Section 7.11. Engineering Services and Operating Personnel. The Issuer shall obtain a certificate of the Consulting Engineer in the form attached to the Loan Agreement, certifying that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate

for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

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

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

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

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

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

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or

themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2019 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with Chapter 38, Article 2, Section 39 of the Code of West Virginia, 1931, as amended.

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

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

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

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

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

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the PSC, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

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

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals required by State law and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2019 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide an option of counsel to such effect.

Section 7.18. [Reserved].

Section 7.19. Statutory Mortgage Lien. For the further protection of the Registered Owners of the Series 2019 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared

to be valid and binding, and shall take effect immediately upon delivery of the Series 2019 A Bonds; provided however, that the statutory mortgage lien of the Series 2019 A Bonds shall be on a parity with the statutory mortgage lien of the Prior Bonds.

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

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

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

The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2019 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2019 A Bonds held in "contingency" as set forth in the schedule attached to the certificate of the Consulting Engineers. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2019 A Bonds made available due to bid or construction or project underruns.

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

Section 7.22. Securities Law Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

ARTICLE VIII
INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once a year, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2019 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2019 A Bonds from gross income for federal income tax purposes.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2019 A Bonds and any additional information requested by the Authority.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2019 A Bonds as a condition to issuance of the Series 2019 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2019 A Bonds as may be necessary in order to maintain the status of the Series 2019 A Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be

taken, any action with respect to the Issuer's use of the proceeds of the Series 2019 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2019 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2019 A Bonds and any additional information requested by the Authority.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2019 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2019 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2019 A Bonds set forth in this Resolution, any Supplemental Resolution or in the Series 2019 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Bond Registrar, any Paying Agent or a Registered Owner of a Bond; or

(3) If a default occurs under the Prior Resolutions or the Prior Bonds; or

(4) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

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

Registered Owners of the Series 2019 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

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

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

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

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

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the

provisions of this Resolution, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X
PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owner of the Series 2019 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledge of Net Revenues and other moneys and securities pledged under this Resolution and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2019 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2019 A Bonds from gross income for federal income tax purposes..

ARTICLE XI
MISCELLANEOUS

Section 11.01. Amendment or Modification of Resolution. Prior to issuance of the Series 2019 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2019 A Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2019 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2019 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Resolution may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2019 A Bonds from gross income of the holders thereof.

Section 11.02. Resolution Constitutes Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the Registered Owners of the Series 2019 A Bonds and no change, variation or alteration of any kind of the provisions of this Resolution shall be made in any manner, except as in this Resolution provided.

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

the remaining provisions of this Resolution, the Supplemental Resolution and the Series 2019 A Bonds.

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

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

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

[Remainder of page intentionally left blank]

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

Adopted this 5th day of February, 2019.

Chairman

Member

Member

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Public Service Board of Logan County Public Service District on 5th day of February, 2019.

Dated this 7th day of February, 2019.

[SEAL]

Secretary

EXHIBIT A
PROJECT DESCRIPTION
BIG HARTS – PHASE IV WATERLINE EXTENSION PROJECT

The Project consists of the construction of approximately 57,100 linear feet of 8-inch and smaller diameter water main, one 157,000 gallon water storage tank, one 125 gpm booster pump station, one pressure reducing station, valves, fire hydrants, individual customer services, and other related appurtenances.

The Project will make service available to approximately 254 new and existing customers. Approximately 94[1] new residential and small commercial customers (350 persons) in the Harts Creek, Smokehouse Fork, White Oak Creek, and Buck Fork areas of Logan County will be served. Approximately 160 existing District customers in the Mud Fork area will also be served through the proposed connection of the system to the project.

1 The preapplication noted 139 new customers, however 45 of those have connected with the use of remaining funds from Phase I of the Project.

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

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LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, PAYMENT SCHEDULE, SALE PRICE AND OTHER TERMS OF THE LOGAN COUNTY PUBLIC SERVICE DISTRICT WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV) SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND); AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; APPROVING AND RATIFYING THE LOAN AGREEMENT WITH RESPECT TO SUCH BONDS; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Logan County Public Service District (the "Issuer") has duly and officially adopted a Bond Resolution on February 5, 2019 (the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF LOGAN COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV) SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING AND RATIFYING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Resolution provides for the issuance of the Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), of the Issuer, in an aggregate principal amount not to exceed $3,000,000 (the "Bonds" or the "Series 2019 A Bonds"), and has authorized the execution and delivery of a loan agreement relating to the Series 2019 A Bonds, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority ("the Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"); and in the Resolution it is provided that the exact principal amount, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds should be established by a supplemental resolution, and that other matters relating to the Bonds be therein provided for;

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

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified, that the exact principal amount, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LOGAN COUNTY PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single bond, numbered AR-1, in the original principal amount of $2,524,000. The Series 2019 A Bonds shall be dated the date of delivery, shall finally mature March 1, 2050, and shall bear interest at a rate of 3% per annum. The principal and interest of the Series 2019 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2020, in the amounts set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Series 2019 A Bonds. The Series 2019 A Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the Registered Owner of the Series 2019 A Bonds.

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

Section 3. The Issuer hereby authorizes, approves, ratifies and accepts the Loan Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer hereby appoints and designates United Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Resolution and approves and accepts the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed and approved.

Section 5. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Commission"), to serve as Paying Agent for the Bonds under the Resolution.

Section 6. The Issuer hereby appoints and designates Logan Bank and Trust, Logan, West Virginia, to serve as the Depository Bank under the Resolution.

Section 7. Series 2019 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2014 B Bonds Sinking Fund as capitalized interest.

Section 8. Series 2019 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2019 A Bonds Reserve Account.

Section 9. The remaining proceeds of the Series 2019 A Bonds, as advanced from time to time, shall be deposited in the Series 2019 A Bonds Project Fund for payment of costs of the Project, including costs of issuance of the Series 2019 A Bonds.

Section 10. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Resolution approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about February 7, 2019.

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

Section 12. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Resolution held by the Depository Bank until expended, in money market accounts secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to invest all moneys in such money market accounts until further directed in writing by the Issuer. Moneys in the Series 2019 A Bonds Sinking Fund and the Series 2019 A Bonds Reserve Account shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 13. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Chairman is hereby authorized and directed to execute and deliver all such contracts.

Section 14. The Issuer hereby approves the costs of issuance and authorizes the payment of the same.

Section 15. The Issuer hereby authorizes the sweeping of its account by the Municipal Bond Commission to the Series 2019 A Bonds Sinking Fund for the Series 2019 A Bonds Reserve Account.

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

[Remainder of page intentionally left blank]

Adopted this 5th day of February, 2019.

Ben F Fowe Jr.
Chairman

M Re. Stone
Member

Leonard Hoos
Member

CERTIFICATION

Certified as a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Logan County Public Service District on the 5th day of February, 2019.

Dated this 7th day of February, 2019.

[SEAL]

Mike Stone

Secretary

ON FILE WITH THE ISSUER

Ad Number 67582

Affidavit of Legal Publication and Posting

STATE OF WEST VIRGINIA

COUNTY OF Logan, TO-WIT

I Shirley L Watson, Classified Advertising

Representative of The Logan Banner, a newspaper published in the county of Logan, West Virginia, hereby

certify that the annexed publication was inserted in said newspaper _____

_____

The cost of publishing said annexed advertisement

as aforesaid was $ 31.50

Commencing On: 01/23/2019

Ending On: 01/23/2019

Given under my hand this day 01/23/2019

Sworn to and subscribed before me 01/23/2019
at Logan, Logan County, West Virginia

Linda Waddell

Notary Public of, in and for Logan County, West Virginia

MY COMMISSION EXPIRES: 9/23/19



Shirley L Watson

LOGAN COUNTY PUBLIC SERVICE DISTRICT

NOTICE OF REGULAR MEETING

The Public Service Board of Logan County Public Service District (the "District") will hold a regular meeting on Tuesday, February 5, 2019, at 9:30 a.m., prevailing time, at the District's office at 41 Armory Road, Monaville, West Virginia, for the following purposes:

1. To consider and adopt a proposed Bond Resolution authorizing its Water Revenue Bonds (Big Harts Creek Project ? Phase IV) Series 2019 A (West Virginia Infrastructure Fund), in the aggregate principal amount not to exceed $3,000,000 (the "Bonds"), to permanently finance the costs of certain improvements and extensions to the existing public water system of the District (the "Project").

2. To consider and adopt proposed Supplemental Resolution approving the terms and other provisions of the Bonds.

3. To consider and approve all other resolution documents and matters in connection with the Project.

This meeting is open to the press and the public and any person interested may attend such meeting.

/s/ Mike Stone

Secretary

LH-67582
1/23/19

Acc.Id:	9000543	
Name:	JACKSON KELLY PLLC	
Phone:	304-340-1013	
Address:	500 LEE ST E	
City:	CHARLESTON	
State:	WV	
Postcode:	25301	
Class:	9010	Legal Notices
Edition:	LOG	
Start:	01/23/2019	
Stop:	01/23/2019	
Issues:	1	
Units	64.00	
Order ID:	HC 67582	
TFN:	C	
TFN cycle:		
Rep:	SAWATSON	
Status:	CF	
Source:	EM	
Paytype:	BI	
Rate:	LG	
Cost EXC GST:	31.50	
Tax:	0.00	
Total Charge:	31.50	

Printed on: 01/16/2019 11:02:34
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NUMBER
AR-1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $2,524,000

KNOW ALL MEN BY THESE PRESENTS: That on this 7th day of February, 2019, LOGAN COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Boone, Logan, Lincoln, Mingo and Wyoming Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns, the sum of TWO MILLION FIVE HUNDRED TWENTY FOUR THOUSAND DOLLARS ($2,524,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, plus interest on the unpaid principal balance at the rate of 3% per annum, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2020, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear interest at the rate of 3% per annum commencing June 1, 2020. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated February 7, 2019.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public water facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of this Bond and related costs. The existing public water facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and

SPECIMEN

in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on February 5, 2019, and a Supplemental Resolution duly adopted by the Issuer on February 5, 2019 (collectively, the "Resolution"), and is subject to all the terms and conditions thereof. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for this Bond under the Resolution.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT WITH THE ISSUER'S (1) WATER REVENUE BONDS (COW CREEK PROJECT), SERIES 1996 B, DATED JULY 31, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,780,000; (2) WATER REVENUE BONDS (WHITMAN CREEK PROJECT), SERIES 1997 A, DATED FEBRUARY 12, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,000,000; (3) WATER REVENUE BONDS (HARTS CREEK PROJECT), SERIES 1997 B, DATED MARCH 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,075,000; (4) WATER REVENUE BONDS (ELK CREEK/SPICE CREEK/VERNER PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1998 A, DATED JUNE 10, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $815,000; (5) WATER REVENUE BONDS (MILL CREEK PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1999 A, DATED APRIL 21, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,050,000; (6) WATER REVENUE BONDS (CRAWLEY CREEK/CHIEF LOGAN PROJECT - WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL), SERIES 1999 C, DATED JUNE 17, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,205,000; (7) WATER REVENUE BONDS (ENALOC PROJECT - WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), SERIES 1999 D, DATED DECEMBER 14, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $330,000 ; (8) WATER REVENUE BONDS, SERIES 2001 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED SEPTEMBER 6, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,830,000; (9) WATER REVENUE BONDS, SERIES 2001 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER, 6, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,670,000; (10) WATER REVENUE BONDS, SERIES 2002 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JANUARY 24, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,326,000; (11) WATER REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED OCTOBER 9, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,100,000; (12) WATER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED OCTOBER 29, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,600,000; (13) WATER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED APRIL 27, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $923,245; (14) WATER REVENUE BONDS (NORTH FORK PROJECT), SERIES 2008 A (WEST VIRGINIA

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INFRASTRUCTURE FUND), DATED JULY 16, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,700,000; (15) WATER REVENUE BONDS (HOLDEN PROJECT), SERIES 2008 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 16, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,900,000; (16) WATER REVENUE BONDS (UPPER LITTLE HARTS CREEK PROJECT), SERIES 2010 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 6, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $800,000; (17) WATER REVENUE BONDS (MARSH FORK PROJECT), SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED DECEMBER 13, 2012, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF $600,000; (18) WATER REVENUE BONDS (ANCHOR ROAD PROJECT), SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 7, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,800,000 (19) WATER REVENUE BONDS (BIG HARTS CREEK PHASE 1), SERIES 2014 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 24, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,321,000; (20) WATER REVENUE BONDS (BIG HARTS CREEK PHASE 1), SERIES 2014 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED JULY 24, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,478,000; (21) WATER REVENUE BONDS (FRANCES CREEK PROJECT), SERIES 2015 A (UNITED STATES OF DEPARTMENT OF AGRICULTURE), DATED JUNE 5, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $533,000; (22) WATER REVENUE BONDS (HIDDEN VALLEY/AIRPORT ROAD PROJECT), SERIES 2015 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 9,2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $907,000; (23) WATER REVENUE BONDS (BIG HARTS CREEK PROJECT-PHASE II), SERIES 2018 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 20, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,252,000; AND (24) WATER REVENUE BONDS (BIG HARTS CREEK PROJECT-PHASE III), SERIES 2018 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED AUGUST 20, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,782,000; (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Resolution) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the registered owners of the Prior Bonds and from moneys in the reserve account created under the Resolution for this Bond (the "Series 2019 A Bonds Reserve Account") and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the moneys in the Series 2019 A Bonds Reserve Account and unexpended proceeds of this Bond. Pursuant to the Resolution, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the

SPECIMEN

maximum amount of principal of and interest, if any, on this Bond payable in any year, and all other obligations secured by a lien on or payable from such revenues on a parity with this Bond, including the Prior Bonds; provided however, that so long as there exists in the Series 2019 A Bonds Reserve Account, an amount at least equal to the maximum amount of principal and interest, if any, which will become due on this Bond in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with this Bond, including the Prior Bonds an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owner (as defined in the Resolution) of this Bond for the terms of which reference is made to the Resolution. Remedies provided the Registered Owner of this Bond are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

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

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

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

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

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

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

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

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2019 A Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: February 7, 2019.

UNITED BANK,
as Registrar

SPECIMEN

Authorized Officer

NUMBER
AR-1

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$25,500	February 7, 2019	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $

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EXHIBIT B
DEBT SERVICE SCHEDULE

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Dated Date 2/7/2019

Delivery Date 2/7/2019

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2020	13,043	3.000%	18,930.00	31,973.00
9/1/2020	13,141	3.000%	18,832.18	31,973.18
12/1/2020	13,239	3.000%	18,733.62	31,972.62
3/1/2021	13,339	3.000%	18,634.33	31,973.33
6/1/2021	13,439	3.000%	18,534.29	31,973.29
9/1/2021	13,539	3.000%	18,433.49	31,972.49
12/1/2021	13,641	3.000%	18,331.95	31,972.95
3/1/2022	13,743	3.000%	18,229.64	31,972.64
6/1/2022	13,846	3.000%	18,126.57	31,972.57
9/1/2022	13,950	3.000%	18,022.73	31,972.73
12/1/2022	14,055	3.000%	17,918.10	31,973.10
3/1/2023	14,160	3.000%	17,812.69	31,972.69
6/1/2023	14,266	3.000%	17,706.49	31,972.49
9/1/2023	14,373	3.000%	17,599.49	31,972.49
12/1/2023	14,481	3.000%	17,491.70	31,972.70
3/1/2024	14,590	3.000%	17,383.09	31,973.09
6/1/2024	14,699	3.000%	17,273.66	31,972.66
9/1/2024	14,810	3.000%	17,163.42	31,973.42
12/1/2024	14,921	3.000%	17,052.35	31,973.35
3/1/2025	15,033	3.000%	16,940.44	31,973.44
6/1/2025	15,145	3.000%	16,827.69	31,972.69
9/1/2025	15,259	3.000%	16,714.10	31,973.10
12/1/2025	15,373	3.000%	16,599.66	31,972.66
3/1/2026	15,489	3.000%	16,484.36	31,973.36
6/1/2026	15,605	3.000%	16,368.20	31,973.20
9/1/2026	15,722	3.000%	16,251.16	31,973.16
12/1/2026	15,840	3.000%	16,133.24	31,973.24
3/1/2027	15,959	3.000%	16,014.44	31,973.44
6/1/2027	16,078	3.000%	15,894.75	31,972.75
9/1/2027	16,199	3.000%	15,774.17	31,973.17
12/1/2027	16,320	3.000%	15,652.67	31,972.67
3/1/2028	16,443	3.000%	15,530.27	31,973.27
6/1/2028	16,566	3.000%	15,406.95	31,972.95
9/1/2028	16,690	3.000%	15,282.71	31,972.71
12/1/2028	16,815	3.000%	15,157.53	31,972.53
3/1/2029	16,942	3.000%	15,031.42	31,973.42
6/1/2029	17,069	3.000%	14,904.35	31,973.35
9/1/2029	17,197	3.000%	14,776.34	31,973.34
12/1/2029	17,326	3.000%	14,647.36	31,973.36
3/1/2030	17,456	3.000%	14,517.41	31,973.41
6/1/2030	17,586	3.000%	14,386.49	31,972.49
9/1/2030	17,718	3.000%	14,254.60	31,972.60
12/1/2030	17,851	3.000%	14,121.71	31,972.71

SPECIMEN

Bond Debt Service

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2031	17,985	3.000%	13,987.83	31,972.83
6/1/2031	18,120	3.000%	13,852.94	31,972.94
9/1/2031	18,256	3.000%	13,717.04	31,973.04
12/1/2031	18,393	3.000%	13,580.12	31,973.12
3/1/2032	18,531	3.000%	13,442.18	31,973.18
6/1/2032	18,670	3.000%	13,303.19	31,973.19
9/1/2032	18,810	3.000%	13,163.17	31,973.17
12/1/2032	18,951	3.000%	13,022.09	31,973.09
3/1/2033	19,093	3.000%	12,879.96	31,972.96
6/1/2033	19,236	3.000%	12,736.76	31,972.76
9/1/2033	19,380	3.000%	12,592.49	31,972.49
12/1/2033	19,526	3.000%	12,447.14	31,973.14
3/1/2034	19,672	3.000%	12,300.70	31,972.70
6/1/2034	19,820	3.000%	12,153.16	31,973.16
9/1/2034	19,968	3.000%	12,004.51	31,972.51
12/1/2034	20,118	3.000%	11,854.75	31,972.75
3/1/2035	20,269	3.000%	11,703.86	31,972.86
6/1/2035	20,421	3.000%	11,551.85	31,972.85
9/1/2035	20,574	3.000%	11,398.69	31,972.69
12/1/2035	20,729	3.000%	11,244.38	31,973.38
3/1/2036	20,884	3.000%	11,088.92	31,972.92
6/1/2036	21,041	3.000%	10,932.29	31,973.29
9/1/2036	21,199	3.000%	10,774.48	31,973.48
12/1/2036	21,357	3.000%	10,615.49	31,972.49
3/1/2037	21,518	3.000%	10,455.31	31,973.31
6/1/2037	21,679	3.000%	10,293.92	31,972.92
9/1/2037	21,842	3.000%	10,131.33	31,973.33
12/1/2037	22,005	3.000%	9,967.52	31,972.52
3/1/2038	22,171	3.000%	9,802.48	31,973.48
6/1/2038	22,337	3.000%	9,636.20	31,973.20
9/1/2038	22,504	3.000%	9,468.67	31,972.67
12/1/2038	22,673	3.000%	9,299.89	31,972.89
3/1/2039	22,843	3.000%	9,129.84	31,972.84
6/1/2039	23,014	3.000%	8,958.52	31,972.52
9/1/2039	23,187	3.000%	8,785.91	31,972.91
12/1/2039	23,361	3.000%	8,612.01	31,973.01
3/1/2040	23,536	3.000%	8,436.80	31,972.80
6/1/2040	23,713	3.000%	8,260.28	31,973.28
9/1/2040	23,891	3.000%	8,082.44	31,973.44
12/1/2040	24,070	3.000%	7,903.25	31,973.25
3/1/2041	24,250	3.000%	7,722.73	31,972.73
6/1/2041	24,432	3.000%	7,540.85	31,972.85
9/1/2041	24,615	3.000%	7,357.61	31,972.61
12/1/2041	24,800	3.000%	7,173.00	31,973.00
3/1/2042	24,986	3.000%	6,987.00	31,973.00
6/1/2042	25,173	3.000%	6,799.61	31,972.61
9/1/2042	25,362	3.000%	6,610.81	31,972.81

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Bond Debt Service

Logan County PSD

IF

$2,524,000

3% Interest Rate

30 Years

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2042	25,552	3.000%	6,420.59	31,972.59
3/1/2043	25,744	3.000%	6,228.95	31,972.95
6/1/2043	25,937	3.000%	6,035.87	31,972.87
9/1/2043	26,132	3.000%	5,841.35	31,973.35
12/1/2043	26,328	3.000%	5,645.36	31,973.36
3/1/2044	26,525	3.000%	5,447.90	31,972.90
6/1/2044	26,724	3.000%	5,248.96	31,972.96
9/1/2044	26,924	3.000%	5,048.53	31,972.53
12/1/2044	27,126	3.000%	4,846.60	31,972.60
3/1/2045	27,330	3.000%	4,643.15	31,973.15
6/1/2045	27,535	3.000%	4,438.18	31,973.18
9/1/2045	27,741	3.000%	4,231.67	31,972.67
12/1/2045	27,949	3.000%	4,023.61	31,972.61
3/1/2046	28,159	3.000%	3,813.99	31,972.99
6/1/2046	28,370	3.000%	3,602.80	31,972.80
9/1/2046	28,583	3.000%	3,390.02	31,973.02
12/1/2046	28,797	3.000%	3,175.65	31,972.65
3/1/2047	29,013	3.000%	2,959.67	31,972.67
6/1/2047	29,231	3.000%	2,742.08	31,973.08
9/1/2047	29,450	3.000%	2,522.84	31,972.84
12/1/2047	29,671	3.000%	2,301.97	31,972.97
3/1/2048	29,894	3.000%	2,079.44	31,973.44
6/1/2048	30,118	3.000%	1,855.23	31,973.23
9/1/2048	30,344	3.000%	1,629.35	31,973.35
12/1/2048	30,571	3.000%	1,401.77	31,972.77
3/1/2049	30,801	3.000%	1,172.48	31,973.48
6/1/2049	31,032	3.000%	941.48	31,973.48
9/1/2049	31,264	3.000%	708.74	31,972.74
12/1/2049	31,499	3.000%	474.26	31,973.26
3/1/2050	31,735	3.000%	238.01	31,973.01
	2,524,000		1,312,756.28	3,836,756.28

AR-1

SPECIMEN

(Form 6f)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

BOND REGISTER

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

Bond Number	Principal Amount	Date of Bond
No. AR-1	$2,524,000	February 7, 2018

NO WRITING ON THIS BOND REGISTER EXCEPT BY THE REGISTRAR

Name of Registered Owner:

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

Signature of Registrar:

United Bank
Charleston, West Virginia

Authorized Representative

WEST VIRGINIA
Water Development Authority
Celebrating 45 Years of Service 1974 - 2019

WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CONSENT TO ISSUANCE OF PARITY BONDS

In reliance upon a certificate of Griffith & Associates, PLLC, an independent certified public accountant, and the opinion of Jackson Kelly PLLC, bond counsel, stating that the coverage and parity requirements have been met (copies attached), the undersigned duly authorized representative of the West Virginia Water Development Authority, the registered owner of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund) (the "Series 2019 A Bonds"), in the original aggregate principal amount of $2,524,000 by Logan County Public Service District (the "Issuer"), under the terms of the resolutions authorizing the Series 2019 A Bonds, on a parity as to liens, pledge and source of and security for payment with the Issuer's (i) Water Revenue Bonds (Cow Creek Project), Series 1996 B; (ii) Water Revenue Bonds (Whitman Creek Project), Series 1997 A; (iii) Water Revenue Bonds (Harts Creek Project), Series 1997 B; (iv) Water Revenue Bonds (Elk Creek/Spice Creek/Verner Project - West Virginia Infrastructure and Jobs Development Council), Series 1998 A; (v) Water Revenue Bonds (Mill Creek Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 A; (vi) Water Revenue Bonds (Crawley Creek/Chief Logan Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 C; (vii) Water Revenue Bonds (Enaloc Project-West Virginia Water Development Authority), Series 1999 D; (viii) Water Revenue Bonds, Series 2001 A (West Virginia Water Development Authority); (ix) Water Revenue Bonds, Series 2001 B (West Virginia Infrastructure Fund); (x) Water Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund); (xi) Water Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund); (xii) Water Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund); (xiii) Water Revenue Bonds (North Fork Project), Series 2008 A (West Virginia Infrastructure Fund); (xiv) Water Revenue Bonds (Holden Project), Series 2008 B (West Virginia Infrastructure Fund); (xv) Water Revenue Bonds (Upper Little Harts Creek Project), Series 2010 A (West Virginia Infrastructure Fund); (xvi) Water Revenue Bonds (Anchor Road Project), Series 2013 A (West Virginia Infrastructure Fund); (xvii) Water Revenue Bonds (Big Harts Creek Project-Phase I), Series 2014 B (West Virginia Infrastructure Fund); (xviii) Water Revenue Bonds (Hidden Valley/Airport Road Project), Series 2015 B (West Virginia Infrastructure Fund) (collectively, the "Prior Bonds").

WITNESS my signature on this 7th day of February, 2019.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Sheila A. Miller
Authorized Representative

1009 Bullitt Street, Charleston, WV 25301
Phone (304) 414-6500 / fax (304)414-0865
www.wvwda.org

USDA

United States Department of Agriculture

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CONSENT TO ISSUANCE OF PARITY BONDS

The undersigned duly authorized representative of the United States of America, acting through the United States Department of Agriculture, Rural Development, Rural Utilities Service, the registered owner of the Prior Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund) (the "Series 2019 A Bonds"), in the principal aggregate amount of $2,524,000, by Logan County Public Service District (the "Issuer"), under the terms of the resolutions authorizing the Series 2019 A Bonds (the "Resolution"), on a parity with respect to liens, pledge and source of and security for payment with the Issuer's (i) Water Revenue Bonds, Series 2002 A (United States Department of Agriculture), dated January 24, 2002, issued in the original aggregate principal amount of $1,326,000; (ii) Water Revenue Bonds (Marsh Fork Project), Series 2012 A (United States Department of Agriculture), dated December 13, 2012, issued in the original aggregate principal amount of $600,000, (iii) Water Revenue Bonds (Big Harts Creek Project), Series 2014 A (United States Department of Agriculture); (iv) Water Revenue Bonds (Frances Creek Project) Series 2015 A (United States Department of Agriculture), dated June 5, 2015, issued in the original aggregate principal amount of $533,000; (v) Water Revenue Bonds (Big Harts Creek Project-Phase II), Series 2018 A (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $2,252,000; and (vi) Water Revenue Bonds (Big Harts Creek Project-Phase III), Series 2018 B (United States Department of Agriculture), dated August 20, 2018, issued in the original aggregate principal amount of $1,782,000 (collectively the "Prior Bonds"); waives any requirements imposed by the Prior Bonds or the resolutions authorizing the Prior Bonds (collectively, the "Prior Resolutions"), regarding the issuance of parity bonds which are not met by the Series 2019 A Bonds or the Resolution; and consents to any amendments made to the Prior Resolutions by the Resolution.

WITNESS my signature on this 7th day of February, 2019.

UNITED STATES OF AMERICA,
UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT

State Director

USDA is an equal opportunity provider, employer, and lender.

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

GENERAL CERTIFICATE ON:

1. TERMS AND AWARD OF BONDS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES AND DELIVERY
6. PUBLIC SERVICE COMMISSION
7. RATES AND PROJECT
8. INCUMBENCY AND OFFICIAL NAME
9. MEETINGS
10. INSURANCE
11. SPECIMEN BONDS
12. LOAN AGREEMENT
13. BOND PROCEEDS; GRANTS
14. LAND AND RIGHTS-OF-WAY
15. CONFLICTS OF INTEREST
16. PROCUREMENT OF ENGINEERING SERVICES
17. VERIFICATION OF SCHEDULE
18. COUNTERPARTS

On this 7th day of February, 2019 we, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Logan County Public Service District (the "Issuer"), and the undersigned ATTORNEY for the Issuer, hereby certify in connection with the Issuer's Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund) (the "Series 2019 A Bonds") dated the date hereof, as follows:

1. TERMS AND AWARD OF BONDS: The entire issue of the Series 2019 A Bonds are being purchased by the West Virginia Water Development Authority (the "Authority") pursuant to a loan agreement entered into between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council, dated February 7, 2019 (the "Loan Agreement"). The Series 2019 A Bonds are authorized to be issued pursuant to the Bond Resolution duly adopted by the Issuer on February 5, 2019, as supplemented by the Supplemental Resolution duly adopted by the Issuer on February 5, 2019 (collectively, the "Resolution"). All capitalized words and terms used in this Certificate and not otherwise defined herein shall have the same meanings as set forth in the Resolutions.

2. NO LITIGATION: No controversy or litigation of any nature is now pending or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the authorization, issuance, sale and delivery of the Series 2019 A Bonds, the acquisition and construction of the Project, the operation of the System, the collection or use of the revenues of the System, or the pledge and security of the Net Revenues for the

Series 2019 A Bonds; nor affecting the validity of the Series 2019 A Bonds or any provisions made or authorized for the payment thereof; nor questioning the existence of the Issuer or the title of the members or officers of the Issuer or the Board thereof to their respective offices; nor questioning any proceedings of the Issuer taken with respect to the authorization, issuance, sale or delivery of the Series 2019 A Bonds, the acquisition and construction of the Project, the operation of the System, the collection or use of the revenues of the System, or the pledge and security of the Net Revenues for the Series 2019 A Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable and necessary approvals, permits, exemptions, consents, authorizations, registrations, licenses, orders and certificates required by law for the acquisition and construction of the Project, the operation of the System, the imposition of rates and charges and the issuance of the Series 2019 A Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the Code of West Virginia, 1931, as amended, which bids remain in full force and effect. The Issuer has received the Drug Free Workplace affidavits from the successful bidders required by Chapter 21, Article 1D of the West Virginia Code of 1931, as amended.

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

The Series 2019 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. The Issuer has met the parity and coverage requirements of the Prior Bonds and the Prior Resolutions and has substantially complied with all other parity requirements, except to the extent that noncompliance with any such other parity requirements is not of a material nature. The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Registered Owners of the Prior Bonds to the issuance of the Series 2019 A Bonds on a parity with the Prior Bonds.

Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by the revenues or the assets of the System. The Issuer is in compliance with all of the covenants of the Prior Bonds and the Prior Resolution.

5. SIGNATURES AND DELIVERY: The undersigned Chairman and Secretary are the duly elected or appointed, qualified and acting officers of the Issuer as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Series 2019 A Bonds for the Issuer. The seal impressed upon the Series 2019 A Bonds and this Certificate is the duly authorized, proper and only seal of the Issuer. On the date hereof, the undersigned Chairman did officially sign all of the Series 2019 A Bonds, consisting upon original issuance of a single Bond for each Series, dated the date hereof, by his or her manual signature; the undersigned Secretary did officially cause the seal of the Issuer to be

affixed upon the Series 2019 A Bonds and to be attested by his or her manual signature; the Registrar did officially authenticate, register and deliver the Series 2019 A Bonds to a representative of the Authority as the original purchaser of the Series 2019 A Bonds under the Loan Agreement.

6. PUBLIC SERVICE COMMISSION: The Issuer is not required to obtain approval from the Public Service Commission of West Virginia (the "PSC") for the Project.

7. RATES AND PROJECT: The rates for the System, as affirmed by The County Commission of Logan County, are currently in effect. The Issuer adopted a resolution on June 27, 2017 with respect to the Project, rates, fees and charges, as supplemented by an amended resolution adopted by the Issuer on September 5, 2017. Rates, fees and charges were effective as of October 5, 2017 following an affirmative vote of The County Commission of Logan County on August 21, 2017.

8. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Logan County Public Service District." The Issuer is a public service district and a public corporation duly created by The County Commission of Logan County and presently existing under the laws of, and a political subdivision of, the State of West Virginia. The Issuer operates the System in Boone, Logan, Lincoln, Mingo and Wyoming Counties of said State. The governing body of the Issuer is its Board, consisting of three duly appointed, qualified and acting members, whose names and dates of commencement and termination of their current terms are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Ben F. Lowe, Jr.	January 2014	January 2020
Mike Stone	October 2013	October 2019
Leonard Hovis	January 2014	January 2020

The duly elected or appointed officers of the Board for 2019 are as follows:

Ben F. Lowe, Jr.	-	Chairman
Mike Stone	-	Secretary
Leonard Hovis	-	Treasurer

The duly appointed and acting attorney for the Issuer is James A. Walker, Esquire, Chapmanville, West Virginia.

9. MEETINGS: All actions, resolutions, orders and agreements taken, adopted and entered into by or on behalf of the Issuer in any way connected with the issuance of the Series 2019 A Bonds, the acquisition, construction and financing of the Project and the operation of the System were authorized or adopted at meetings of the Board duly and regularly or specifically called and held pursuant to all applicable statutes, including Chapter 6, Article 9A of the Code of West Virginia, 1931, as amended, and the rules of procedure of the Board, and a quorum of duly elected or appointed, qualified and acting members of the Board was present and

acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

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

11. SPECIMEN BONDS: Attached hereto as Exhibit A is a specimen of the Series 2019 A Bonds which, except as to execution, are identical in all respects with the Series 2019 A Bonds this day delivered to the Government and the Authority and being substantially in the form prescribed in the Resolution.

12. LOAN AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the date of the Loan Agreement, which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

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

13. BOND PROCEEDS; GRANTS: On the date hereof, the Issuer received the sum of $25,500, from the Authority being a portion of the principal amount of the Series 2019 A Bonds. The balance of the principal amount of the Series 2019 A Bonds will be advanced to the Issuer from time to time as acquisition and construction of the Project progresses. As of the date hereof, the grant from The County Commission of Logan County in the amount of $1,317,291 is committed for the Project and is in full force and effect.

14. LAND AND RIGHTS-OF-WAY: All land, rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the

undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 2019 A Bonds.

15. CONFLICTS OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Series 2019 A Bonds, the Resolution, and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

16. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied with all the requirements of Chapter 5G, Article 1 of the Code of West Virginia, 1931, as amended, in the procurement of the engineering services of the Consulting Engineer.

17. VERIFICATION OF SCHEDULE: The final amended Schedule B attached to the Certificate of Consulting Engineer, with the signature of the Chairman and the Consulting Engineer, accurately represents the estimated costs of the Project, the sources of funds available to pay the costs of the Project and the costs of financing of the Series 2019 A Bonds.

18. COUNTERPARTS: This Certificate may be executed in counterparts and all counterparts shall be deemed to be the Certificate.

[Remainder of page intentionally left blank]

WITNESS our signatures and the official corporate seal of the LOGAN COUNTY PUBLIC SERVICE DISTRICT, as of the date first written above.

[SEAL]

Signature	Official Title
Ben F Fowler	Chairman
Mike Stone	Secretary
James A. Walker	Attorney

EXHIBIT A

Series 2019 A Specimen Bond (See Tab No. 14)

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CERTIFICATE AS TO USE OF PROCEEDS

On this 7th day of February, 2019, the undersigned Chairman of the Public Service Board of Logan County Public Service District in Boone, Logan, Lincoln, Mingo and Wyoming Counties, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $2,524,000 Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), of the Issuer, dated February 7, 2019 (the "Series 2019 A Bonds"), hereby certify as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Series 2019 A Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Resolution duly adopted by the Issuer on February 5, 2019 (the "Bond Resolution"), authorizing the Series 2019 A Bonds.

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

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on February 7, 2019, the date on which the Series 2019 A Bonds are being physically delivered in exchange for a portion of the principal amount of the Series 2019 A Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Series 2019 A Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Series 2019 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Series 2019 A Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2019 A Bonds were sold on February 7, 2019, to the Authority, pursuant to a loan agreement dated February 7, 2019, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $2,524,000 (100% of par), at which time, the Issuer received the sum of $25,000 from the Authority and the Council, being the first advance of the principal amount of the Series 2019 A Bonds. No accrued interest has been or will be paid on the Series 2019 A Bonds. The balance of the principal amount of the

Series 2019 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2019 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public water facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Series 2019 A Bonds and related costs.

7. The Issuer shall, on the date hereof or immediately hereafter, enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Series 2019 A Bonds for the acquisition and construction of the Project, constituting a substantial binding commitment, or has already done so. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Series 2019 A Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2019 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Series 2019 A Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before January 1, 2020. The acquisition and construction of the Project is expected to be completed by December 1, 2019.

8. The total cost of the Project is estimated at $3,841,291. Sources and uses of funds for the Project are as follows:

SOURCES

Series 2019 A Bonds Proceeds	$2,524,000
Logan County Commission Grant	$1,317,291
Total Sources	**$3,841,291**

USES

Costs of Project	$3,815,791
Costs of Issuance	$25,500
Total Uses	**$3,841,291**

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

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

(2) Renewal and Replacement Fund (established by Prior Resolutions);

(3) Series 2019 A Bonds Project Fund;

(4) Series 2019 A Bonds Sinking Fund; and

(5) Series 2019 A Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Resolution, the proceeds of the Series 2019 A Bonds will be deposited as follows:

(1) Bond proceeds in the amount of $-0- will be deposited in the Series 2019 A Bonds Reserve Account.

(2) The balance of the proceeds of the Series 2019 A Bonds will be deposited in the Series 2019 A Bonds Project Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2019 A Bonds and related costs, and for no other purpose.

11. Moneys held in the Series 2019 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2019 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2019 A Bonds Reserve Account (if fully funded) will be withdrawn therefrom and deposited into the Series 2019 A Bonds Project Fund during construction of the Project, and following completion of the Project, will be deposited in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 12 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2019 A Bonds Reserve Account, if any, all of the proceeds of the Series 2019 A Bonds will be expended on the Project within 15 months from the date of issuance thereof.

15. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Series 2019 A Bonds.

16. The amount designated as costs of issuance of the Series 2019 A Bonds consists only of costs which are directly related to and necessary for the issuance of the Series 2019 A Bonds.

17. All property financed with the proceeds of the Series 2019 A Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

18. No proceeds of the Series 2019 A Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

19. The proceeds of the Series 2019 A Bonds will not exceed the amount necessary for the purposes of the issue. The Issuer covenants that it shall maintain thorough and accurate accounting records, in conformance with generally accepted accounting principles, relative to the proceeds of the Series 2019 A Bonds so that use of the proceeds of the Series 2019 A Bonds can be accounted for.

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

21. The Series 2019 A Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Resolution authorizing the issuance of the Series 2019 A Bonds if such amendment is necessary to assure that the Series 2019 A Bonds remain governmental or public purpose bonds.

23. The Issuer has either (a) funded the Series 2019 A Bonds Reserve Account at the maximum amount of principal and interest, if any, which will mature and become due on the Series 2019 A Bonds in the then current or any succeeding year with the proceeds of the Series 2019 A Bonds, or (b) created the Series 2019 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2019 A Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest, if any, which will mature and become due on the Series 2019 A Bonds in the then current or any succeeding year. Moneys in the Series 2019 A Bonds Reserve Account and the Series 2019 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2019 A Bonds and will not be available to pay costs of the Project.

24. Other than the Series 2019 A Bonds, there are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Series 2019 A Bonds, (b) are to be sold pursuant to a common plan of financing together with the Series 2019 A Bonds and (c) will be paid out of substantially the same sources of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Series 2019 A Bonds.

25. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

26. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Series 2019 A Bonds, rebates and rebate calculations.

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

WITNESS my signature as of the date first written above.

LOGAN COUNTY PUBLIC SERVICE DISTRICT

Chairman

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CERTIFICATE OF SECRETARY
AS TO TRUTH AND ACCURACY OF DOCUMENTS DELIVERED

On this 7th day of February, 2019, the undersigned duly appointed Secretary of Logan County Public Service District (the "Issuer") hereby certifies that the copies of the following documents being delivered in connection with the closing of the sale of the Logan County Public Service District Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), are, as of the date hereof, true and accurate copies of the originals of those documents maintained on file with the Issuer and delivered in the transcript of proceedings, that said documents have been duly adopted or approved by the Public Service Board (the "Board") of the Issuer and that said documents are still in full force and effect as of the date hereof and have not been repealed, rescinded, superseded, amended or modified in any way unless the document effecting such repeal, rescission, supersedence, amendment or modification is also listed below:

1. Orders of The County Commission of Logan County Creating and Enlarging the Issuer.

2. Orders of The County Commission of Logan County Appointing the Members of the Board.

3. Oaths of Office of the Board Members.

4. Rules of Procedure.

5. Minutes of Current Year Organizational Meeting.

6. Project Resolution.

7. Resolution Approving the Rates.

8. Infrastructure Council Approval Letter.

9. Infrastructure Council Loan Agreement.

10. Bond Resolution.

11. Supplemental Resolution.

12. Minutes of Board Meeting regarding Adoption of Bond Resolution and Supplemental Resolution.

13. Affidavit of Publication regarding Notice of Meeting to Adopt Bond Resolution and Supplemental Resolution.

14. WDA Consent to Issuance of Bonds.

15. USDA Consent to Issuance of Bonds.

16. Environmental Health Service Permit.

17. Evidence of Logan County Commission Grant.

18. Evidence of Insurance.

[Remainder of page intentionally left blank]

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

LOGAN COUNTY PUBLIC SERVICE DISTRICT

[SEAL]

Secretary

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CERTIFICATE OF CONSULTING ENGINEER

On this 7th day of February, 2019, I, Charles R. Roberts, Jr., Registered Professional Engineer, West Virginia License No. 10424, of E.L. Robinson Engineering Company, Charleston, West Virginia, hereby certify as follows:

1. E.L. Robinson Engineering Company is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the existing public water facilities (the "System") of Logan County Public Service District (the "Issuer"), to be constructed primarily in Logan County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. All capitalized words used herein and not defined herein shall have the same meaning set forth in the Bond Resolutions adopted by the Issuer on February 5, 2019 and the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated February 7, 2019 (the "Loan Agreement").

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by E.L. Robinson Engineering Company and approved by the West Virginia Bureau of Public Health, and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and when constructed, in our professional opinion, has an anticipated useful life of at least 40 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A, and in reliance upon the opinion of Issuer's counsel, James A. Walker, Esquire, of even date hereof, all successful bidders have made all required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders acknowledged receipt of all addenda to the original bid documents; (v) all contractors to be awarded contracts for the construction of the Project have submitted affidavits indicating such contractor has a drug free workplace plan pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended; (vi) the bid documents relating to the Project reflect the Project as approved by the West Virginia Bureau for Public Health and the bid forms provided to the bidders contain the critical operational components of the Project; (vii) the successful bids

include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System, including: (a) the West Virginia Office of Environmental Health Services Construction Permit, (b) the Corps of Engineers Nationwide Permit (404), (c) the West Virginia Department of Environmental Protection 401 Certification and General NPDES Permit, (d) the West Virginia Department of Highways Permit, and (e) the Division of Natural Resources License and Right of Entry; (x) in reliance upon the certificate of Michael D. Griffith, CPA, of even date herewith, 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 Loan Agreement; (xi) the net proceeds of the Bonds, together with all moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project set forth in the Schedule B attached hereto and approved by the Council; (xii) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xiii) attached hereto as Exhibit A is the final amended "Schedule B – Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

4. The Project will serve 94[1] new customers in the Harts Creek, Smokehouse Fork, White Oak Creek, and Buck Fork areas and approximately 160 existing customers in the Mud Fork area of Logan County.

[Remainder of page intentionally left blank]

[1] The preapplication noted 139 new customers, however 45 of those have connected with the use of remaining funds from Phase I of the Project.

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



E.L. ROBINSON ENGINEERING COMPANY
Charles R. Roberts, Jr., P.E.
West Virginia License No. 10424

FINAL SCHEDULE B

LOGAN COUNTY PUBLIC SERVICE DISTRICT

BIG HARTS WATER EXTENSION PROJECT PHASE IV

FINAL TOTAL COST OF PROJECT, SOURCES OF FUNDS, AND COST OF FINANCING

February 7, 2019

A. Cost of Project	Total	Logan Co. Comm.	WV IJDC Loan
1. Construction (Based on actual bids)			
a. Contract 1	$2,548,744.50	$383,205.50	$2,165,539.00
b. Contract 2	$332,961.00	$0.00	$332,961.00
2. Engineering Fees			
a.Design Engineering	$240,000.00	$240,000.00	$0.00
b.Construction Engineering	$40,000.00	$40,000.00	$0.00
c. Special Engineering	$50,000.00	$50,000.00	$0.00
d. Inspection	$210,000.00	$210,000.00	$0.00
3. Legal			
a. Project Legal Services	$15,000.00	$15,000.00	$0.00
b. PSC Legal Services	$15,000.00	$15,000.00	$0.00
c. Property Acquisition Legal Services	$40,000.00	$40,000.00	$0.00
4. Administration	$5,000.00	$5,000.00	$0.00
5. Sites and Other Lands	$40,000.00	$40,000.00	$0.00
6. Permits	$50,000.00	$50,000.00	$0.00
7. Accountant	$40,000.00	$40,000.00	$0.00
8. Equipment	$45,000.00	$45,000.00	$0.00
9. Contingency	$144,085.50	$144,085.50	$0.00
10. Total Lines 1 Through 9	$3,815,791.00	$1,317,291.00	$2,498,500.00
B. Sources of Funds			
11. Logan County Commission Grant	$1,317,291.00	$1,317,291.00	
12. Net Proceeds Required from Bond Issue	$2,498,500.00		$2,498,500.00
(Line 10 minus Line 11)			
C. Cost of Financing			
13. Other Costs			
a. Bond Counsel	$25,000.00		$25,000.00
b. Capitalized Interest	$0.00		$0.00
c. Registrar Fee	$500.00		$500.00
14. Total Cost of Financing	$25,500.00		$25,500.00
(Lines 13a Through 13c)			
15. Size of Bond Issue	$2,524,000.00		$2,524,000.00
(Line 12 Plus Line 14)			

Ben F. Fowler Jr.
GOVERNMENTAL AGENCY

DATE: February 7, 2019

Charles R. Robertson
ENGINEER

DATE: February 7, 2019

February 7, 2019

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

Logan County Public Service District
Monaville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

United States Department of Agriculture
Morgantown, West Virginia

Jackson Kelly PLLC
Charleston, West Virginia

Re: Final CPA Certificate

Ladies and Gentlemen:

I have reviewed the current water rates of Logan County Public Service District (the "Issuer") and the projected operating expenses and anticipated customer usage provided by E.L. Robinson Engineering Company, the consulting engineer of the Issuer. It is my opinion that such rates are sufficient (i) to provide for all operating expenses of the water facilities of the Issuer (the "System") and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Issuer's Water Revenue Bonds (Cow Creek Project), Series 1996 B; Water Revenue Bonds (Whitman Creek Project), Series 1997 A; Water Revenue Bonds (Harts Creek Project), Series 1997 B; Water Revenue Bonds (Elk Creek/Spice Creek/Verner Project - West Virginia Infrastructure and Jobs Development Council), Series 1998 A; Water Revenue Bonds (Mill Creek Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 A; Water Revenue Bonds (Crawley Creek/Chief Logan Project - West Virginia Infrastructure and Jobs Development Council), Series 1999 C; Water Revenue Bonds (Enaloc Project - West Virginia Water Development Authority), Series 1999 D; Water Revenue Bonds, Series 2001 A (West Virginia Water Development Authority); Water Revenue Bonds, Series 2001 B (West Virginia Infrastructure Fund); Water Revenue Bonds, Series 2002 A (United States Department of Agriculture); Water Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund); Water

Michael D. Griffith, CPA, AFI
mgriffith@gcorpwv.com
950 Little Coal River Road Alum Creek, WV 25003
Phone: (304) 756.3600 Facsimile: (304) 756.2911

Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund); Water Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund); Water Revenue Bonds (North Fork Project), Series 2008 A (West Virginia Infrastructure Fund); Water Revenue Bonds (Holden Project), Series 2008 B (West Virginia Infrastructure Fund); Water Revenue Bonds (Upper Little Harts Creek Project), Series 2010 A (West Virginia Infrastructure Fund); Water Revenue Bonds (Marsh Fork Project), Series 2012 A (United States Department of Agriculture); Water Revenue Bonds (Anchor Road Project) Series 2013 A (West Virginia Infrastructure Fund); Water Revenue Bonds (Big Harts Creek Project), Series 2014 A (United States Department of Agriculture); Water Revenue Bonds (Big Harts Creek Project-Phase I), Series 2014 B (West Virginia Infrastructure Fund); Water Revenue Bonds (Frances Creek Project) Series 2015 A (United States Department of Agriculture); Water Revenue Bonds (Hidden Valley/Airport Road Project), Series 2015 B (West Virginia Infrastructure Fund); Water Revenue Bonds (Big Harts Creek Project-Phase II), Series 2018 A (United States Department of Agriculture); and Water Revenue Bonds (Big Harts Creek Project-Phase III), Series 2018 B (United States Department of Agriculture) (collectively, the "Prior Bonds"); and the $2,524,000 Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund).

It is further my opinion that (i) the Net Revenues for the fiscal year following the year in which the Series 2019 A Bonds are to be issued will be at least 120% of the average annual debt service requirements on the Prior Bonds and Series 2019 A Bonds; and (ii) the Net Revenues actually derived from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of the Series 2019 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2019 A Bonds, will not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for principal of and interest on the Prior Bonds and the Series 2019 A Bonds.

The Issuer is current on all payments to the funds and accounts established under the Bond Resolutions, including all reserve accounts.

Very truly yours,

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

MDG/tf

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

RECEIPT FOR BONDS

The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, hereby certifies as follows:

1. On this 7th day of February, 2019, in Charleston, West Virginia, the Authority received the Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), of Logan County Public Service District (the "Issuer"), in the principal amount of $2,524,000, numbered AR-1, issued in the form of one bond, fully registered to the Authority, and dated February 7, 2019 (the "Bonds").

2. At the time of such receipt of the Bonds, they had been executed by the Chairperson of the Issuer and attested by the Secretary of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been impressed upon the Bonds.

WITNESS my signature on this 7th day of February, 2019.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Sheila E. Miller
Authorized Representative

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

RECEIPT FOR BOND PROCEEDS

The undersigned Chairman of Logan County Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certifies as follows:

On this 7th day of February, 2018, the Issuer received from the West Virginia Water Development Authority (the "Authority"), as the original purchaser of the $2,524,000 Logan County Public Service District Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), dated February 7, 2019 (the "Series 2019 A Bonds"), the sum of $25,500, being a portion of the principal amount of the Series 2019 A Bonds. The Issuer understands that the remaining proceeds of the Series 2019 A Bonds will be advanced to the Issuer by the Authority and the West Virginia Infrastructure and Jobs Development Council from time to time as construction proceeds to completion.

WITNESS my signature on this 7th day of February, 2018.

LOGAN COUNTY PUBLIC SERVICE DISTRICT

Chairman

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

REQUEST AND AUTHORIZATION TO
AUTHENTICATE, REGISTER AND DELIVER BONDS

United Bank
Charleston, West Virginia

Ladies and Gentlemen:

We herewith hand to you, duly executed, the $2,524,000 Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), in the form of one bond, numbered AR-1, dated February 7, 2019 (the "Bonds"), of Logan County Public Service District (the "Issuer"), authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on February 5, 2019, and a Supplemental Resolution duly adopted by the Issuer on February 5, 2019.

You are hereby requested and authorized to authenticate, register and deliver the Bonds on behalf of the Issuer to the West Virginia Water Development Authority.

WITNESS my signature on this 7th day of February, 2019.

LOGAN COUNTY PUBLIC SERVICE DISTRICT

Chairman

(SEAL)

Attest:

Secretary

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 7th day of February, 2019, by and between LOGAN COUNTY PUBLIC SERVICE DISTRICT, a public corporation (the "Issuer"), and UNITED BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $2,524,000 Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), dated February 7, 2019 (the "Bonds"), in the form of one bond, in fully registered form, pursuant to a Bond Resolution adopted by the Issuer on February 5, 2019, and a Supplemental Resolution adopted by the Issuer on February 5, 2019 (collectively, the "Resolution");

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

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

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

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

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Resolution, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

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

3. The Registrar shall have no responsibility or liability for any action taken

by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation heretofore agreed by the parties and set forth in the attached invoice.

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

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

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

ISSUER:
Logan County Public Service District
P.O. Box 506
Logan, WV 25601
Attention: Chairman

REGISTRAR:
United Bank
500 Virginia Street East
Charleston, WV 25301
Attention: Corporate Trust Department

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

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

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

LOGAN COUNTY PUBLIC SERVICE DISTRICT

Chairman

UNITED BANK

Authorized Officer

EXHIBIT A

See Bond Resolution (Tab No. 10)

See Supplemental Resolution (Tab No. 11)

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

CERTIFICATE OF REGISTRATION OF BONDS

UNITED BANK, Charleston, West Virginia, as Registrar (the "Registrar"), hereby certifies that on the date hereof, the single, fully registered Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), of Logan County Public Service District (the "Issuer"), dated February 7, 2019, in the principal amount of $2,524,000, numbered AR-1, was registered as to principal and interest, in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of the Registrar.

WITNESS my signature on this 7th day of February, 2019.

UNITED BANK, as Registrar

Authorized Officer

LOGAN COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS (BIG HARTS CREEK PROJECT – PHASE IV)
SERIES 2019 A (WEST VIRGINIA INFRASTRUCTURE FUND)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

On this 7th day of February, 2019, Logan Bank & Trust, Logan, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Resolution adopted by Logan County Public Service District (the "Issuer") on February 5, 2019 and a Supplemental Resolution adopted on February 5, 2019 (collectively, the "Resolution"), authorizing the issuance of the Issuer's Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), in the principal amount $2,524,000, dated February 7, 2019, and agrees to serve as Depository Bank, all as set forth in the Resolution. Logan Bank & Trust is not serving as either a municipal advisor or a financial adviser to the Issuer.

WITNESS my signature as of the date first written above.

LOGAN BANK & TRUST COMPANY

Authorized Officer

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: February 7, 2019

ISSUE: Logan County Public Service District Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund)

ADDRESS: P.O. Box 506, Logan, WV 25601 COUNTY: Logan

PURPOSE OF ISSUE: X New Money

____ Refunding Refunds issue(s) dated: _____

ISSUE DATE: February 7, 2019 RATE: 3.0% ADMIN FEE: N/A

ISSUE AMOUNT: $2,524,000

1st DEBT SERVICE DUE: June 1, 2020 1st PRINCIPAL DUE: June 1, 2020

1st DEBT SERVICE AMOUNT: $31,973.00 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Jackson Kelly PLLC
Contact Name: Samme L. Gee, Esquire
Phone: (304) 340-1318
Email: sgee@jacksonkelly.com

UNDERWRITERS COUNSEL: _____
Contact Name: _____
Phone: _____
Email: _____

CLOSING BANK: Logan Bank & Trust
Contact Name: Bart Willis
Phone: (304) 752-1166
Email: tbwillis@lbandt.com

ESCROW TRUSTEE: _____
Contact Name: _____
Phone: _____
Email: _____

KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: William Baisden
Title: General Manager
Phone: (304) 946-2641
Email: wb@lcpsd.com

OTHER: WV Infrastructure & Jobs Development Co
Contact Name: Wayne Morgan
Title: Executive Director
Phone: (304) 414-6500 ext 106
Email: wmorgan@wvwda.org

DEPOSITS TO MBC AT CLOSE: _____
By Wire _____
Check _____
In-house Transfer _____

Accrued Interest: _____
Capitalized Interest: _____
Reserve Account: _____
Other: : _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:
By Wire _____
Check _____
IGT _____

To Escrow Trustee : _____
To Issuer: _____
To Cons. Invest Fund: _____
To Other : _____

ISSUER NUMBERS:
BANK ID NUMBER: _____
ACCOUNT NUMBER: _____

CUSIP: _____
PROGRAM NUMBER: _____

NOTES: The Reserve Fund will be funded over ten years.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
Documents Required: _____ Transfers Required: _____

PWSID#: WV3302364

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: Big Harts Phase IV Water Extension **PERMIT NO.:** 20,132

LOCATION: near Shively **COUNTY:** Logan **DATE:** 1-24-2018

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Logan County PSD
P. O. Box 506
Logan, West Virginia 25601

is hereby granted approval to: install approximately 38,948 LF of 8", 9,121 LF of 6" and 9,030 LF of 2" water line; one (1) 2"/6" PRV station; one (1) 125 GPM duplex booster station with VFD and booster chlorination; one (1) 157,000 gallon water storage tank with hydrodynamic mixing system; and all necessary valves and appurtenances.

Facilities are to serve 138 new customers in the Buck Fork, Smokehouse Fork and White Oak areas and approximately 52 customers in the Big Harts Phase II area and 160 existing customers in the Mud Fork areas.

NOTE: **This permit is contingent upon: 1) All new water line and water storage tank being disinfected flushed and bacteriologically tested, prior to use; and 2) The installation of a minimum six (6) feet high fence with locking gates around the proposed water storage tank.**

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,

Williams S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:hc

pc: E. L. Robinson Engineering Co.
James Weimer, PE, PSC
Logan County Health Department
OEHS-EED St. Albans District Office

EW-100
06/2010

Office Use Only

Date Received 1-9-18
Date Approved 1-24-18
Approved by [illegible]
Permit Number 20132

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: Logan County Public Service District

STREET OR PO BOX: P.O. Box 506

CITY: Logan STATE: WV ZIP: 25601

TELEPHONE: (304) 946-2641 E-MAIL: wb@lcpsd.com

ENGINEERING FIRM: E.L. Robinson Engineering Co.

STREET OR PO BOX 5088 Washington St, W TELEPHONE: (304)776-7473

CITY: Charleston STATE: WV ZIP: 25313

TELEPHONE: (304) 776-7473 E-MAIL: rroberts@elrobinson.com

IN ACCORDANCE WITH TITLE 64, SERIES 3, PUBLIC WATER SUPPLY REGULATIONS OF THE WEST VIRGINIA DIVISION OF HEALTH, WE HEREBY MAKE APPLICATION TO CONSTRUCT, ALTER, OR RENOVATE AS FOLLOWS:

Extend water system to provide water to ~~130~~ 138 new customers.

[signature] 12-27-17

Signature of Applicant or Authorized Agent — Date

NOTE: A $300 application fee must accompany a permit application ($150 application fee for a water well permit application). Make check or money order payable to *"West Virginia Department of Health and Human Resources"*. Cash not accepted. Permit applications which include both water and sewer systems require only a single $300 fee.

EG-5
06/2010

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Public Health
Office of Environmental Health Services
Environmental Engineering Division
350 Capitol Street, Room 313
Charleston, WV 25301-3713
Phone: 304-558-2981 Fax: 304-558-0691

WATER SYSTEM DESIGN INFORMATION AND DATA SHEET

Complete all portions of the Design Data Sheet applicable to the project. Omission of required information will result in the application being denied. When both sewer system and water system are to be constructed, Design Data Sheets for both sewage and water must be completed and attached to the application.

Applicant: Logan County Public Service District

Project Location: Along County Routes 3/01, 5, 5/03, and 5/11

County: Logan

Number of customers: 138 or Estimated population or population equivalent served: _____

Number of home sites: 138 Number of mobile home sites: _____

Estimated peak flow: 436 gpm

Minimum consumer pressure (static/residual): 41 / 26 psi

Source of Supply: Logan County Public Service District
(name of utility)

Municipal: _____ Public Service District: ✓ Private Well: _____

Other: _____
(specify)

Pressure at connection to public supply (static/residual): 119 / 114 psi

Capacity of well, if applicable: _____ gpm

Type of system Gravity: ✓ Hydropneumatic: _____

Other: _____
(specify)

Length of water lines of each size: 38,948 LF 8"; 9,121 LF 6"; 9,030 LF 2"

YES	NO		
_____	✓	Details of well construction attached	
✓	_____	Fire hydrants to be installed (hydraulic calculations must be included)	
✓	_____	Storage tank required	Size of tank 157,000 gallons
		Elevation of top and bottom of storage tank	1464.67 / 1422.50
✓	_____	Booster station required	Size of station 125 gpm
✓	_____	Pressure reducing station required	
_____	✓	Details of water treatment equipment (if applicable)	
_____	✓	Chlorination	Contact time _____ minutes

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deanna Watkins	
Bray & Oakley Insurance Agency Inc PO Box 386 213 Main St. Logan WV 25601	PHONE (A/C, No, Ext): (304) 752-6850	FAX (A/C, No): (304) 752-5380
	E-MAIL ADDRESS: dw@brayandoakley.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Brickstreet Mutual Insurance Company	15762
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Logan County PSD, PO Box 506, Logan WV 25601

COVERAGES **CERTIFICATE NUMBER:** CL1892412602 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK1798267	03/29/2018	03/29/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB623229	03/29/2018	03/29/2019	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1012304	01/11/2018	01/11/2019	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Big Harts Phase IV Project

CERTIFICATE HOLDER

WV Water Development Authority
180 Association Drive
Charleston WV 25311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LOGAN COUNTY PUBLIC SERVICE DISTRICT

BIG HARTS WATERLINE EXTENSION PROJECT - PHASE IV

PROJECT FINANCING

SOURCE		AMOUNT
Logan County Commission Grant (Committed)		$200,000.00
Logan County Commission Grant (Committed)		$250,000.00
Logan County Commission Grant (Committed)		$2,300,000.00
WVIJDC - Infrastructure Fund Loan (2%, 30 yrs)		$2,524,000.00
	Total	**$5,274,000.00**

COMMISSIONER:
DANNY R. GODBY
PRESIDENT

COMMISSIONERS:
WILLIE D. AKERS, JR.
DANNY ELLIS

COUNTY OF LOGAN

OFFICE OF THE COUNTY COMMISSION

ROOM 103 • LOGAN COUNTY COURTHOUSE
300 STRATTON STREET
LOGAN, WEST VIRGINIA 25601
(304) 792-8626 FAX (304) 792-8511

June 22, 2016

Logan County Public Service District
P. O. Box 506
Logan, WV 25601

Re: Big Harts Phase IV Waterline Extension Project

Gentlemen:

Please be advised that this letter will serve as verification that the Logan County Commission has committed $200,000.00 to the Big Harts Phase IV Waterline Extension Project.

Should you need anything further from this office, please advise.

We look forward to working with you on this project.

Very truly yours,

LOGAN COUNTY COMMISSION

Danny R. Godby

Danny R. Godby, President

DRG:sc

COMMISSIONER:
DANNY R. GODBY
PRESIDENT

COUNTY OF LOGAN

COMMISSIONERS
WILLIE D. AKERS, JR
DANNY ELLIS

OFFICE OF THE COUNTY COMMISSION
ROOM 103 • LOGAN COUNTY COURTHOUSE
300 STRATTON STREET
LOGAN, WEST VIRGINIA 25601
(304) 792-8626 FAX (304) 792-8511

February 7, 2018

Logan County Public Service District
P. O. Box 506
Logan, WV 25601

Re: Big Harts—Phase IV
Waterline Extension Project

Gentlemen:

Please be advised that this letter will serve as verification that the Logan County Commission has committed $250,000.00 (approved at its August 21, 2017, meeting) to the Big Harts—Phase IV Waterline Extension Project.

Should you need anything further from this office, please advise.

We look forward to working with you on this project.

Very truly yours,

LOGAN COUNTY COMMISSION

Danny R. Godby

Danny R. Godby, President

DRG:sc

COMMISSIONER
DANNY R. GODBY
PRESIDENT

COUNTY OF LOGAN

COMMISSIONERS
WILLIE D. AKERS, JR
DANNY ELLIS

OFFICE OF THE COUNTY COMMISSION
ROOM 103 • LOGAN COUNTY COURTHOUSE
300 STRATTON STREET
LOGAN, WEST VIRGINIA 25601
(304) 792-8626 FAX (304) 792-8511

February 7, 2018

Logan County Public Service District
P. O. Box 506
Logan, WV 25601

Re: Big Harts—Phase IV
Waterline Extension Project

Gentlemen:

Please be advised that this letter will serve as verification that the Logan County Commission has committed $2.3 million (approved at its February 5, 2018, meeting) to the Big Harts—Phase IV Waterline Extension Project.

Should you need anything further from this office, please advise.

We look forward to working with you on this project.

Very truly yours,

LOGAN COUNTY COMMISSION

Danny R. Godby

Danny R. Godby, President

DRG:sc

JACKSONKELLY PLLC
500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

CLOSING MEMORANDUM

To: **Wayne Morgan**
Sheila Miller
Sara Rogers
William Baisden

From: **Samme Gee**

Date: **February 7, 2019**

Re: **Logan County Public Service District**
Water Revenue Bonds (Big Harts Creek Project – Phase IV)
Series 2019 A (West Virginia Infrastructure Fund)
[IJDC Project #2017W-1684]

DISBURSEMENTS TO DISTRICT

Payor:	West Virginia Infrastructure Fund
Source:	Series 2019 A Bonds Proceeds
Amount:	$25,500.00
Date:	February 7, 2019
Form:	Wire Transfer
Payee:	Logan County Public Service District
Bank:	Logan Bank & Trust P.O. Box 597 43 Washington Avenue Logan, WV 25601
Contact:	Bart Willis, (304) 752-1166
Routing No.:	051501024
Account No.:	137
Account:	Logan County Public Service District Big Harts Phase IV Project Fund

DRAW RESOLUTION # 1, February 7, 2019

LOGAN COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION OF THE LOGAN COUNTY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE BIG HARTS PHASE IV WATERLINE EXTENSION PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Logan County Public Service District has reviewed the invoices attached hereto and incorporated herein by reference related to the construction of the Water Construction Project funded by the West Virginia Infrastructure and Jobs Development Council (IJDC) and the Logan County Commission (Local), and finds as follows:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
c) That each of such costs has been otherwise properly incurred.
d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED by the Logan County Public Service District that the following expenditures are approved for payment:

Vendor	Total	IJDC-Loan	Local
Tribute Contracting & Consultants, LLC	$0.00	$0.00	$0.00
Mid Atlantic Storage Systems, Inc.	$0.00	$0.00	$0.00
E. L. Robinson Engineering Co.	$20,000.00	$0.00	$20,000.00
James A. Walker	$0.00	$0.00	$0.00
Griffith & Associates, PLLC	$15,305.45	$0.00	$15,305.45
Jackson Kelly	$25,000.00	$25,000.00	$0.00
United Bank	$500.00	$500.00	$0.00
Logan County PSD (Reimbursement)	$0.00	$0.00	$0.00
Totals	**$60,805.45**	**$25,500.00**	**$35,305.45**

ADOPTED BY the Logan County Public Service District, at the meeting held on the 5th day of February, 2019.

LOGAN COUNTY PUBLIC SERVICE DISTRICT

By: Ben F Fowler

Its: **Chairman**

EXPENDITURE SCHEDULE Logan County PSD - Big Harts Phase IV Waterline Extension Project February 7, 2019

LOGAN COUNTY COMMISSION	Final Schedule B	Adjustments	Revised Budget	Paid Prior to	Requested	Requested	Remaining
$1,317,291.00	Budget			this Draw	this Draw	to date	
Construction							
Contract 1	$383,205.50	$0.00	$383,205.50	$0.00	$0.00	$0.00	$383,205.50
Contract 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Contingency	$144,085.50	$0.00	$144,085.50	$0.00	$0.00	$0.00	$144,085.50
Engineering							
Design Engineering	$240,000.00	$0.00	$240,000.00	$220,000.00	$20,000.00	$240,000.00	$0.00
Construction Engineering	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Special Engineering	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
Inspection	$210,000.00	$0.00	$210,000.00	$0.00	$0.00	$0.00	$210,000.00
Legal							
Project Legal Services	$15,000.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00
PSC Legal Services	$15,000.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00
Property Acquisition Legal Services	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Administration	$5,000.00	$0.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00
Sites and Other Lands	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Permits	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
Accountant	$40,000.00	$0.00	$40,000.00	$0.00	$15,305.45	$15,305.45	$24,694.55
Equipment	$45,000.00	$0.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00
Bond Counsel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Registrar Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTALS	$1,317,291.00	$0.00	$1,317,291.00	$220,000.00	$35,305.45	$255,305.45	$1,061,985.55

WVIJDC Loan	Final Schedule B	Adjustments	Revised Budget	Paid Prior to	Requested	Requested	Remaining
$2,524,000.00	Budget			this Draw	this Draw	to date	
Construction							
Contract 1	$2,165,539.00	$0.00	$2,165,539.00	$0.00	$0.00	$0.00	$2,165,539.00
Contract 2	$332,961.00	$0.00	$332,961.00	$0.00	$0.00	$0.00	$332,961.00
Construction Contingency	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Engineering							
Design Engineering	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Engineering	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Special Engineering	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Inspection	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Legal							
Project Legal Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSC Legal Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Property Acquisition Legal Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Administration	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sites and Other Lands	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Permits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Accountant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bond Counsel	$25,000.00	$0.00	$25,000.00	$0.00	$25,000.00	$25,000.00	$0.00
Registrar Fee	$500.00	$0.00	$500.00	$0.00	$500.00	$500.00	$0.00
TOTALS	$2,524,000.00	$0.00	$2,524,000.00	$0.00	$25,500.00	$25,500.00	$2,498,500.00

TOTALS	Per Letter of	Adjustments	Revised Budget	Paid Prior to	Requested	Requested	Remaining
$3,841,291.00	Conditions			this Draw	this Draw	to date	
Construction							
Contract 1	$2,548,744.50	$0.00	$2,548,744.50	$0.00	$0.00	$0.00	$2,548,744.50
Contract 2	$332,961.00	$0.00	$332,961.00	$0.00	$0.00	$0.00	$332,961.00
Construction Contingency	$144,085.50	$0.00	$144,085.50	$0.00	$0.00	$0.00	$144,085.50
Engineering							
Design Engineering	$240,000.00	$0.00	$240,000.00	$220,000.00	$20,000.00	$240,000.00	$0.00
Construction Engineering	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Special Engineering	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
Inspection	$210,000.00	$0.00	$210,000.00	$0.00	$0.00	$0.00	$210,000.00
Legal							
Project Legal Services	$15,000.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00
PSC Legal Services	$15,000.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00
Property Acquisition Legal Services	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Administration	$5,000.00	$0.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00
Sites and Other Lands	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$40,000.00
Permits	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
Accountant	$40,000.00	$0.00	$40,000.00	$0.00	$15,305.45	$15,305.45	$24,694.55
Equipment	$45,000.00	$0.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00
Bond Counsel	$25,000.00	$0.00	$25,000.00	$0.00	$25,000.00	$25,000.00	$0.00
Registrar Fee	$500.00	$0.00	$500.00	$0.00	$500.00	$500.00	$0.00
TOTALS	$3,841,291.00	$0.00	$3,841,291.00	$220,000.00	$60,805.45	$280,805.45	$3,560,485.55

JACKSONKELLY PLLC
500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
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INVOICE

EMPLOYER I.D. NO. 550394215

February 7, 2019

1210/335

Logan County Public Service District
41 Armory Road
Monaville, WV 25636
ATTN: Ben Lowe, Jr., Chairman

Re: Logan County Public Service District
Water Revenue Bonds (Big Harts Creek Project-Phase IV)
Series 2019 A (West Virginia Infrastructure Fund)

For legal fees and expenses incurred serving as bond counsel for the above-referenced transaction.

FEES & EXPENSES:	$25,000.00
TOTAL STATEMENT:	$25,000.00

Wiring Instructions:

Jackson Kelly PLLC
1600 Laidley Tower
500 Lee Street
PO Box 553
Charleston, WV 25301

Bank Name	Branch Banking & Trust
ABA Number	051503394
Account Number	5172879588
Reference Information:	1210/335

UNITED BANK
WEST VIRGINIA'S BANK

I N V O I C E

Date: February 7, 2019

To: Logan County Public Service District
P.O. Box 506
Logan, WV 25601
Attention: Chairman

Re: Logan County Public Service District
Water Revenue Bonds
(Big Harts Creek Proj - Phase IV)
Series 2019 A (West Virginia Infrastructure Fund)

Amount Due: $ 500.00

Registrar Services	$ 500.00
Total	$ 500.00

Please remit to United Bank
Corporate Trust Department
P. O. Box 393
Charleston, WV 25322

Griffith & Associates, PLLC
Customer Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
Logan County PSD - Big Harts PH IV					
Invoice	02/28/2017	8580	1220 Consulting A/R	5,737.50	5,737.50
Invoice	03/31/2017	8657	1220 Consulting A/R	535.50	6,273.00
Invoice	05/31/2017	8788	1220 Consulting A/R	726.75	6,999.75
Invoice	02/28/2018	9647	1220 Consulting A/R	5,737.50	12,737.25
Invoice	03/29/2018	9721	1220 Consulting A/R	770.45	13,507.70
Invoice	06/07/2018	10000	1200 Accounts Rec...	229.50	13,737.20
Invoice	06/30/2018	10078	1200 Accounts Rec...	956.25	14,693.45
Invoice	09/30/2018	10244	1200 Accounts Rec...	344.25	15,037.70
Invoice	11/30/2018	10390	1200 Accounts Rec...	267.75	15,305.45
Total Logan County PSD - Big Harts PH IV				15,305.45	15,305.45
TOTAL				**15,305.45**	**15,305.45**

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 8580
Invoice Date: 2/28/2017
Due Date: 3/31/2017
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
2-1-17 PROJECT WORK - RULE 42	6.5	153.00	994.50
2-2-17 PROJECT WORK - RULE 42	3.5	153.00	535.50
2-3-17 PROJECT WORK - RULE 42	8.5	153.00	1,300.50
2-4-17 PROJECT WORK - RULE 42	5	153.00	765.00
2-4-17 E-MAIL/PROJECT WORK	0.5	153.00	76.50
2-6-17 PROJECT WORK - RULE 42	7	153.00	1,071.00
2-6-17 E-MAIL/PROJECT WORK/TELEPHONE CALL	0.5	153.00	76.50
2-7-17 PROJECT WORK - RULE 42	6	153.00	918.00
CC: RICK ROBERTS			

Total	$5,737.50
Payments/Credits	$0.00
Balance Due	$5,737.50

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 8657
Invoice Date: 3/31/2017
Due Date: 4/30/2017
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
3-7-17 PROJECT WORK - IJDC APPLICATION	3.5	153.00	535.50

Total	$535.50
Payments/Credits	$0.00
Balance Due	$535.50

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 8788
Invoice Date: 5/31/2017
Due Date: 6/30/2017
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
4-17-17 E-MAIL/TELEPHONE CALL	0.5	153.00	76.50
4-19-17 E-MAIL/PROJECT WORK	0.25	153.00	38.25
5-5-17 E-MAIL/PROJECT WORK	0.75	153.00	114.75
5-5-17 CONFERENCE CALL	0.75	153.00	114.75
5-12-17 E-MAIL/PROJECT WORK	1	153.00	153.00
5-22-17 E-MAIL/PROJECT WORK	0.25	153.00	38.25
5-24-17 E-MAIL/TELEPHONE CALL	0.25	153.00	38.25
5-29-17 E-MAIL/TELEPHONE CALL	0.5	153.00	76.50
5-30-17 E-MAIL/PROJECT WORK/TELEPHONE CALL	0.5	153.00	76.50

Total	$726.75
Payments/Credits	$0.00
Balance Due	$726.75

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 9647
Invoice Date: 2/28/2018
Due Date: 3/28/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
6-14-17 PROJECT WORK - DOCUMENTS TO KATHY ELLIOTT	0.5	153.00	76.50
2-1-18 PROJECT WORK - RULE 42	3	153.00	459.00
2-2-18 PROJECT WORK - RULE 42	6.5	153.00	994.50
2-5-18 PROJECT WORK - RULE 42	7	153.00	1,071.00
2-6-18 PROJECT WORK - RULE 42	7	153.00	1,071.00
2-7-18 PROJECT WORK - RULE 42	10.5	153.00	1,606.50
2-7-18 PROJECT WORK/ EMAIL	1	153.00	153.00
2-19-18 PROJECT WORK - RULE 42	2	153.00	306.00

Total	$5,737.50
Payments/Credits	$0.00
Balance Due	$5,737.50

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 9721
Invoice Date: 3/29/2018
Due Date: 4/30/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
3-1-18 PROJECT WORK	0.75	153.00	114.75
3-27-18 MEETING/ PROJECT WORK	1	153.00	153.00
3-27-18 TRAVEL TIME -CHARLESTON (SPLIT)	0.5	153.00	76.50
3-27-18 MILEAGE(SPLIT)		5.45	5.45
3-30-18 PROJECT WORK	1	153.00	153.00
3-29-18 PROJECT WORK	1.75	153.00	267.75

Total	$770.45
Payments/Credits	$0.00
Balance Due	$770.45

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 10000
Invoice Date: 6/7/2018
Due Date: 7/7/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
4-18-18 PROJECT WORK	0.5	153.00	76.50
4-23-18 PROJECT WORK	0.5	153.00	76.50
4-24-18 PROJECT WORK	0.5	153.00	76.50

Total	$229.50
Payments/Credits	$0.00
Balance Due	$229.50

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 10078
Invoice Date: 6/30/2018
Due Date: 7/30/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
6-14-18 PROJECT WORK	1.5	153.00	229.50
6-15-18 PROJECT WORK	0.75	153.00	114.75
6-19-18 PROJECT WORK	2	153.00	306.00
6-25-18 PROJECT WORK	1.25	153.00	191.25
6-28-18 PROJECT WORK	0.25	153.00	38.25
6-30-18 PROJECT WORK	0.5	153.00	76.50

Total	$956.25
Payments/Credits	$0.00
Balance Due	$956.25

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 10244
Invoice Date: 9/30/2018
Due Date: 10/30/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
8-17-18 PROJECT WORK	0.5	153.00	76.50
9-21-18 TELEPHONE CALL/ PROJECT WORK	0.5	153.00	76.50
9-25-18 OFFICE WORK	0.25	153.00	38.25
9-28-18 PROJECT WORK	1	153.00	153.00

Total	$344.25
Payments/Credits	$0.00
Balance Due	$344.25

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 10390
Invoice Date: 11/30/2018
Due Date: 12/31/2018
Case:
P.O. Number:

Bill To:

Logan Co PSD
Big Harts PH IV Waterline Extension
Mr. William Baisden, CPA, Manager
Post Office Box 506
Logan, West Virginia 25601

Description	Hours/Qty	Rate	Amount
10-9-18 PROJECT WORK	0.25	153.00	38.25
11-26-18 PROJECT WORK	1	153.00	153.00
11-29-18 PROJECT WORK	0.5	153.00	76.50

Total	$267.75
Payments/Credits	$0.00
Balance Due	$267.75

E.L. ROBINSON
ENGINEERING
www.elrobinsonengineering.com

5088 Washington Street, West
Charleston, West Virginia 25313

INVOICE NO. 2

FILE NO. 1016 014

ENDING DATE: February 7, 2019

Net 90 Days

TO: Mr. William Baisden, General Manager
Logan County Public Service District
41 Armory Road
Monaville, West Virginia 25363

FOR: Professional engineering services in connection with the Big Harts - Phase IV Water Project.

BASIC SERVICES

Task	Fee	Previous %	Current %	Previous Total	Current Amount	Current Total	Remaining Balance
Mapping Phase	$ 20,000.00	100%	100%	$ 20,000.00	$ -	$ 20,000.00	$ -
Preliminary Design Phase	$ 110,000.00	100%	100%	$ 110,000.00	$ -	$ 110,000.00	$ -
Final Design Phase	$ 90,000.00	100%	100%	$ 90,000.00	$ -	$ 90,000.00	$ -
Bidding Phase	$ 20,000.00	0%	100%	$ -	$ 20,000.00	$ 20,000.00	$ -
Construction Phase	$ 40,000.00	0%	0%	$ -	$ -	$ -	$ 40,000.00
SUBTOTALS	$ 280,000.00			$ 220,000.00	$ 20,000.00	$ 240,000.00	$ 40,000.00

ADDITIONAL SERVICES

Task	Estimated Fee	Previous Hours	Current Hours	Previous Total	Current Amount	Current Total	Remaining Balance
Inspection Labor-$60/hour	$ 170,000.00	0.00	0.0	$0.00	$0.00	$0.00	$170,000.00
Inspection Expenses	$ 40,000.00			$0.00	$0.00	$0.00	$40,000.00
Inspection Total	$ 210,000.00			$0.00	$0.00	$0.00	$210,000.00
Property Surveys	$ 10,000.00			$10,000.00	$0.00	$10,000.00	$0.00
Soils Investigation	$ 5,000.00			$5,000.00	$0.00	$5,000.00	$0.00
Easement Maps	$ 10,000.00			$10,000.00	$0.00	$10,000.00	$0.00
Environmental Report	$ 10,000.00			$10,000.00	$0.00	$10,000.00	$0.00
Funding Applications	$ 15,000.00			$15,000.00	$0.00	$15,000.00	$0.00
SUBTOTALS	$ 260,000.00			$50,000.00	$0.00	$50,000.00	$210,000.00

TOTAL	**$ 540,000.00**	**$ 270,000.00**	**$ 20,000.00**	**$ 290,000.00**	**$ 250,000.00**

TOTAL DUE THIS INVOICE **$ 20,000.00**

Approved

February 7, 2019
Date

SWEEP RESOLUTION

WHEREAS, the Logan County Public Service District (the "Issuer") is a governmental body and political subdivision of West Virginia;

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, along with the MBC Fee, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) William Baisden and Ben F. Lowe, Jr., are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 5th day of February, 2019.

Ben F Lowe Jr
(Chairman)

Mike Stone
(Member)

Leonard Howard
(Member)

JACKSONKELLY PLLC
500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

February 7, 2019

Logan County Public Service District
Monaville, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

United States Department of Agriculture
Morgantown, West Virginia

Re: Logan County Public Service District
Water Revenue Bonds (Big Harts Creek Project – Phase IV)
Series 2019 A (West Virginia Infrastructure Fund)

Ladies and Gentlemen:

We have served as bond counsel to Logan County Public Service District (the "Issuer") in connection with the issuance of its Water Revenue Bonds (Big Harts Creek Project – Phase IV) Series 2019 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined certified copies of proceedings and other papers relating to the authorization of (i) a loan agreement for the Bonds, dated February 7, 2019, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and (ii) the Bonds to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are issued in the principal amount of $2,524,000, in the form of one bond, registered as to principal only to the Authority, bearing interest at a rate of 3% per annum, with principal and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2020, all as set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public water facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act and a Bond Resolution duly adopted by the Issuer on February 5, 2019, as supplemented by a Supplemental Resolution duly adopted by the Issuer on February 5, 2019 (collectively, the "Resolution"), pursuant to and under which Act and Resolution the Bonds are authorized and issued, and the Loan Agreement is entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Resolution and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Resolution and the Loan Agreement when used herein.

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

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

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

3. The Loan Agreement inures to the benefit of the Authority and the Council and cannot be amended so as to affect adversely the rights of the Authority and the Council or diminish the obligations of the Issuer, without the written consent of the Authority and the Council.

4. The Issuer has legally and effectively adopted the Resolution and all other necessary resolutions in connection with the issuance and sale of the Bonds. The Resolution constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms thereof and contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

5. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System and secured by a first lien on and a pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Prior Bonds all in accordance with the terms of the Bonds and the Resolution.

6. Under the Act, the Bonds and the interest, if any, thereon are exempt from taxation by the State of West Virginia and the other taxing bodies of the State.

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

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

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

Very truly yours,

Jackson Kelly PLLC

JAMES A. WALKER
Attorney at Law
3066 Lincoln Highway
P.O. Box 900
Chapmanville, West Virginia 25508
1-304-687-1797
email:jimwalk7@yahoo.com

February 7, 2019

Logan County Public Service District
Monaville, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Jackson Kelly PLLC
Charleston, West Virginia

Re: Logan County Public Service District
Water Revenue Bonds (Big Harts Creek Project – Phase IV)
Series 2019 A (West Virginia Infrastructure Fund)

Ladies and Gentlemen:

I am counsel to Logan County Public Service District (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Jackson Kelly PLLC, as bond counsel, relating to the above-captioned bonds of the Issuer (the "Bonds"), a loan agreement for the Series 2019 A Bonds, dated February 7, 2019, including all schedules and exhibits attached thereto (the "Loan Agreement"), Bond Resolution duly adopted by the Public Service Board of the Issuer (the "Board") on February 5, 2019, as supplemented by Supplemental Resolution duly adopted on February 5, 2019 (collectively, the "Resolution"), Orders of The County Commission of Logan County relating to the Issuer and the appointment of members of the Board, and other documents relating to the Bonds and the Issuer. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Resolution when used herein.

I am of the opinion that:

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

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

3. The Resolution has been duly adopted by the Board and is in full force and effect.

4. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, constitutes a valid and binding agreement of the Issuer, enforceable in accordance with its terms.

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

6. The Issuer has received all permits, licenses, approvals, consents, certificates, Orders, exemptions, registrations and authorizations necessary for the creation and existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, all requisite permits, approvals, Orders and certificates from The County Commission of Logan County, the West Virginia Bureau for Public Health and the West Virginia Infrastructure and Jobs Development Council. The Issuer has taken all actions required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The rates for the System, as affirmed by The County Commission of Logan County, are currently in effect. The Issuer adopted a resolution on June 27, 2017, with respect to the rates, fees and charges, as supplemented by an amended resolution adopted by the Issuer on September 5, 2017. Rates, fees and charges were effective as of October 5, 2017 following an affirmative vote of The County Commission of Logan County on August 21, 2017. The Issuer adopted a resolution on June 19, 2018, with respect to the authorization of the Project.

7. The Issuer has duly published the required notice with respect to, among other things, the amount of the Bonds to be issued, the interest rate and terms of the Bonds, the Project to be acquired or constructed and the cost of the Project, the anticipated user rates and charges and the date that a formal application for a certificate of public convenience and necessity is to be filed with the PSC in accordance with Chapter 16, Article 13A, Section 25 of the Code of West Virginia, 1931, as amended, and has duly complied with the provisions thereof.

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

9. I have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug-free workplace plan, and the contracts therein contain language that complies with the Drug Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code, 1931, as amended. All successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act and the Resolution; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very truly yours,

James A. Walker

James A. Walker

JAMES A. WALKER
Attorney at Law
3066 Lincoln Highway
P.O. Box 900
Chapmanville, West Virginia 25508
1-304-687-1797
Email: Jimwalk7@yahoo.com

October 3, 2018

Logan County Public Service District
Monaville, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Jackson Kelly PLLC
Charleston, West Virginia

Re: Final Title Opinion for Logan County Public Service District
Big Harts Creek Project – Phase IV

Ladies and Gentlemen:

I am counsel to the Logan County Public Service District (the "Issuer") in connection with a proposed project to construct certain improvements and extensions to the existing public water facilities of the Issuer (the "Project"). I provide this final title opinion on behalf of the Issuer to satisfy the requirements of the United States Department of Agriculture for the Project. Please be advised of the following:

1. The Issuer is a duly created and validly existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the West Virginia Bureau for Public Health.

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

3. I have investigated and ascertained the location of, and I am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by E.L. Robinson Engineering Company, 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 Logan County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights of way, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.

5. Any easements and/or rights of way acquired by eminent domain have been filed and final orders granting indefeasible title to the Issuer have been entered. There are no other properties to be acquired by eminent domain.

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

Very truly yours,

James A. Walker

James A. Walker