

MASON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATER FACILITIES OF THE MASON COUNTY PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$500,000 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

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

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

WHEREAS, the Mason County Public Service District (the "Local Government") is authorized and empowered by the Act to acquire, construct, improve, operate and maintain water project consisting of construction of a new booster station and water storage tank, installation of approximately 2.6 miles of water line and installation of a PRV in Mason County to connect and supply the former customers of the J2Y35 system, including all necessary appurtenances (the "Project") and to finance the costs of the Project from grants or other funding assistance provided for the Project;

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

WHEREAS, in reviewing the application for the Project, the BPH and the Authority have determined to offer funding assistance to the Local Government for the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Funding Assistance Agreement a copy of which is attached hereto and incorporated herein by reference (the "Funding Assistance Agreement");

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

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

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

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

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

Section 1. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed \$2,780,000 which includes the acquisition and installation of the Project in accordance with the plans and specifications which have been prepared by The Thrasher Group, Inc., the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project.

The cost of the Project is estimated not to exceed \$2,780,000 of which \$500,000 will be obtained from the proceeds of the Funding Assistance, \$400,000 will be obtained from the Mason County Commission contribution, \$1,380,000 will be obtained from a West Virginia Water Development Authority (the "WDA") Economic Enhancement Grant, and \$500,000 will be obtained from a Council grant.

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

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

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

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

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

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

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

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

(f) The Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant (and to the extent legally required in the Single Audit Act, or any successor thereof), and shall submit the report of said audit to the Authority and BPH, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(g) The Local Government shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and BPH within 30 days of adoption thereof;

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

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

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

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

Section 5. The Local Government hereby appoints and designates The Ohio Valley Bank, Point Pleasant, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 6. The Chairperson and Secretary of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Funding Assistance Agreement on or about February 7, 2023.

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

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

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

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

Adopted this 24th day of January, 2023.

MASON COUNTY PUBLIC SERVICE DISTRICT

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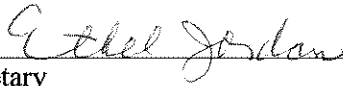
Chairman

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Board of Mason County Public Service District on the 24th day of January, 2023.

Dated: February 7, 2023.

[SEAL]



Secretary

FUNDING ASSISTANCE AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND FUNDING ASSISTANCE AGREEMENT (the "Funding Assistance Agreement"), made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), on behalf of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH (the "BPH"), and the local government designated below (the "Local Government").

MASON COUNTY PUBLIC SERVICE DISTRICT
(22DWTRFA024 / 2021W-2005)
(Local Government)

W I T N E S S E T H:

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

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

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

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

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

* 100% Principal Forgiveness Projects only.

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

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

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

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

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

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

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

ARTICLE I Definitions

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

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

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

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

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

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

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

1.8 Additional terms and phrases are defined in this Funding Assistance Agreement as they are used.

ARTICLE II The Project and the System

2.1 The Project shall generally consist of the construction and acquisition of the facilities described in the application filed with the BPH, to be, being or having been constructed in accordance with plans, specifications and designs to be prepared for the Local Government by the Consulting Engineers, the BPH and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

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

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

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

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site, if any, and the costs of the Project, in accordance with generally accepted governmental accounting standards. The Local Government shall permit the Authority and BPH, acting by and through their Directors or duly authorized agents and

representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and BPH such documents and information as it may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the Funding Assistance proceeds or of any State and federal grants or other sources of financing for the Project.

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

2.7 [Reserved]

2.8 Until the Project is completed and accepted by the Local Government, the Local Government shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the System, such insurance to be made payable to the order of the Authority or the Local Government, as their interests may appear.

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

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

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

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

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

ARTICLE III
Conditions to Advance of Funding Assistance

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

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

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

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

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

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

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

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

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

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

ARTICLE IV Other Agreements of the Local Government

4.1 Covenants substantially as follows:

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

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

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

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

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

(f) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public

accountant and shall submit the report of said audit to the Authority and BPH, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

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

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

4.3 The Local Government hereby warrants and represents that all information provided to the Authority and BPH in this Funding Assistance Agreement, in the application filed with BPH or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Local Government receiving the Funding Assistance, the Authority and BPH shall have the right to cancel all or any of their obligations

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

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

ARTICLE V Miscellaneous

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

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

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

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

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

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

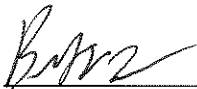
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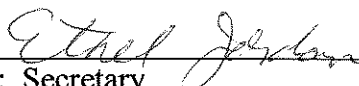
IN WITNESS WHEREOF, the parties hereto have caused this Funding Assistance Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

MASON COUNTY PUBLIC SERVICE DISTRICT

(SEAL)

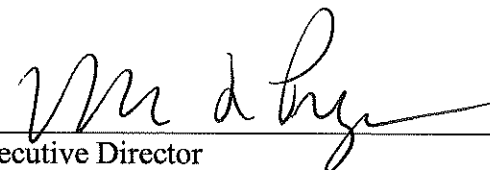
By: 
Its: Chairman
Date: February 7, 2023

Attest:


Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: February 7, 2023

Attest:

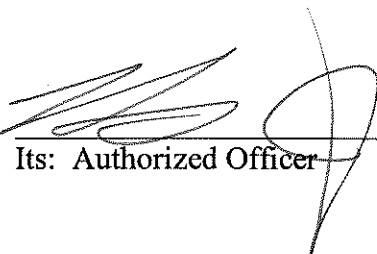

Its: Authorized Officer

EXHIBIT A

MONTHLY FINANCIAL REPORT

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

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

Name of Person Completing Form

Address

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

EXHIBIT B
PAYMENT REQUISITION FORM

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

EXHIBIT C

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the construction of certain additions, betterments, improvements and extensions (the "Project") to the existing public waterworks system (the "System") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which Project is being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), dated _____.

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be completed by _____, Consulting Engineer, as described in the application submitted to the BPH; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) the waterworks system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the additions, betterments, improvements and extensions being designed pursuant to the Project and the operation of the System; (iv) in reliance upon the certificate of _____, independent certified public accountants, of even date hereof, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (v) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of the Project, as set

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

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

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

[SEAL]

EXHIBIT D

SPECIAL CONDITIONS

Notwithstanding the specific provisions set forth in this Funding Assistance Agreement, the following provisions are either waived or modified as set forth below:

1. Section 2.11 (including Exhibit A) is hereby waived.
2. An asset management plan is not required for the Project.
3. An annual budget is not required for the Project.
4. The Local Government shall provide the Authority, the BPH and all other funding agencies a revised Final Title Opinion confirming the Local Government's ownership/legal rights to the real estate covered by the Change Order to Contract 1 prior to the Local Government spending any funds on the Change Order. The Change Order work will comply with all the BPH requirements including American Iron and Steel requirements.

EXHIBIT E
OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

3. The Local Government is a duly organized and validly existing _____, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

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

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

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

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

8. To the best of [my/our] knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the construction of the Project, or the operation of the System.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF FUNDING ASSISTANCE

Principal Amount of Funding Assistance	\$500,000
--	-----------

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

Number of New Customers: 433

Location: Point Pleasant, Mason County

MASON COUNTY PUBLIC SERVICE DISTRICT
\$500,000 FUNDING ASSISTANCE
(WEST VIRGINIA DWTRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

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

On the 7th day of February, 2023, the Local Government received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Drinking Water Treatment Revolving Fund, pursuant to a Funding Assistance Agreement between the Local Government and the Authority on behalf of the West Virginia Bureau for Public Health dated February 7, 2023 (the "Funding Assistance"), of the \$24,000, being a portion of the \$500,000 principal amount of the Funding Assistance. The Local Government understands that the remaining proceeds of the Funding Assistance will be advanced to the Local Government from time to time as the Project proceeds to completion.

WITNESS my signature on this 7th day of February, 2023.

MASON COUNTY PUBLIC SERVICE DISTRICT



Chairman



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

Writer's Contact Information

February 7, 2023

Mason County Public Service District
\$500,000 Funding Assistance
(West Virginia DWTRF Program)

Mason County Public Service District
Point Pleasant, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Mason County Public Service District, a public service district in Mason County, West Virginia (the "Local Government"). As such counsel, we have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated February 7, 2023, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

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

We have also examined the applicable provisions of Chapter 16, Article 13A and Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the Funding Assistance Resolution duly adopted by the Local Government on January 24, 2023 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

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

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

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

3. The Local Government is a duly organized and validly existing public service district, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

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

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

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

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

8. To the best of our knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the construction of the Project, or the operation of the System.

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

Very truly yours,


STEPHENS & JOHNSON PLLC

MASON COUNTY PUBLIC SERVICE DISTRICT

\$500,000 Funding Assistance
(West Virginia DWTRF Program)

CERTIFICATE OF ENGINEER

I, Jonathan Carpenter, P.E., Registered Professional Engineer, West Virginia License No. 15425 of The Thrasher Group, Inc., Charleston, West Virginia, hereby certify this 7th day of February, 2023 as follows:

1. My company is engineer for the acquisition and construction of certain additions, betterments, improvements and extensions (the "Project") to the existing public waterworks system (the "System") of Mason County Public Service District (the "Local Government") to be constructed primarily in Mason County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned funding assistance (the "Funding Assistance") of the Local Government. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Funding Assistance Resolution adopted by the Local Government on January 24, 2023, and the Funding Assistance Agreement by and between the Local Government and the Authority, on behalf of the West Virginia Bureau for Public Health (the "BPH"), dated February 7, 2023 (collectively, the "Funding Assistance Agreement").

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

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

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

4. The Project is designed to serve 433 new customers (formerly J2Y35 Water Association customers) in the WV Route 2 and Jericho Road areas with water from the Mason County Public Service District water system.

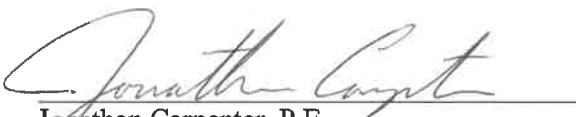
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WITNESS my signature and seal on the day and year first written above.

THE THRASHER GROUP, INC.

(SEAL)




Jonathan Carpenter, P.E.
West Virginia License No. 15425

**MASON COUNTY PUBLIC SERVICE DISTRICT
J2Y35 WATER SYSTEM IMPROVEMENTS
POST-BID SCHEDULE B**

PROJECT COSTS	TOTAL	IJDC DISTRICT 3 GRANT	DWTRF PRINCIPAL FORGIVENESS	MASON COUNTY COMMISSION GRANT	WDA EEGF COST INCREASE
		\$ 500,000	\$ 500,000	\$ 400,000	\$ 1,380,000
1. Construction					
Contract #1 - J2Y35 Distribution System Improvements	\$ 1,184,433		\$ 399,625		\$ 784,808
Contract #2 - J2Y35 Water Tank Replacement	\$ 595,192				\$ 595,192
Construction Contingency (± 5%)	\$ 98,225	\$ 98,225			
Bid Underrun	\$ 447,000	\$ 347,000		\$ 100,000	
2. Engineering Services (Thrasher)					
a. Study and Report Phase	\$ 40,000			\$ 40,000	
b. Preliminary Design	\$ 55,000			\$ 55,000	
c. Final Design	\$ 40,000		\$ 5,000	\$ 35,000	
d. Bidding and Negotiating	\$ 15,000		\$ 9,000	\$ 6,000	
e. Engineering During Construction	\$ 25,000			\$ 25,000	
f. Engineering During Construction (Bid Underrun)	\$ 3,400			\$ 3,400	
g. Resident Project Representative (Amendment 2)	\$ 135,000	\$ 45,525	\$ 76,375	\$ 13,100	
h. Resident Project Representative (Bid Underrun)	\$ 16,000			\$ 16,000	
i. Post-Construction	\$ 5,000			\$ 5,000	
3. Special Services					
a. Subsurface Investigations	\$ 7,000			\$ 7,000	
b. Land Surveys and Easement Preparation	\$ 4,000			\$ 4,000	
c. Engineering Surveys and Topo	\$ 4,000			\$ 4,000	
d. Aerial Mapping	\$ 7,000			\$ 7,000	
e. Preparation of Funding Application	\$ 3,000			\$ 3,000	
f. Environmental Assessment & Impact Statement	\$ 2,000			\$ 2,000	
g. Asset Management Plan	\$ 4,500			\$ 4,500	
3. Legal					
a. Local Project Attorney (Bowles Rice)	\$ 10,000			\$ 10,000	
b. Land & ROWs Attorney (Flora)	\$ 10,000			\$ 10,000	
c. Bond Counsel	\$ 10,000		\$ 10,000		
4. Accounting (Griffith)					
a. Project Accountant	\$ 10,000			\$ 10,000	
5. Administration (Region 2)					
a. Project Administration	\$ 30,000			\$ 30,000	
6. Land Costs (Thrasher - Amendment 1)					
a. Land Acquisition	\$ 5,000			\$ 5,000	
b. Obtain Rights-of-Way	\$ 3,000			\$ 3,000	
c. Right-of-Way Coordination Assistance	\$ 1,000			\$ 1,000	
d. Easements	\$ 1,000			\$ 1,000	
7. Permits					
a. Permits and Fees	\$ 9,250	\$ 9,250			
Total Cost of Project	\$ 2,780,000	\$ 500,000	\$ 500,000	\$ 400,000	\$ 1,380,000


Engineer - The Thrasher Group
1/27/2023


Owner - Mason County Public Service District
1/27/2023



February 7, 2023

CPA Certificate

MASON COUNTY PUBLIC SERVICE DISTRICT
J2Y35 SYSTEM WATER PROJECT 2023
DWTRF FUNDING ASSISTANCE
(WEST VIRGINIA BUREAU FOR PUBLIC HEALTH DEBT FORGIVENESS)

Mason County Public Service District
Point Pleasant, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

RE: CPA CERTIFICATE
Mason County PSD J2Y35 System Water Project 2023

Ladies and Gentlemen:

I have reviewed the water rates in Tariff No. 16 pursuant to rate resolution duly adopted on February 23, 2021 for the Mason County Public Service District (the “District”), and having been approved by the Mason County Commission (the “MCC”) on March 16, 2021, and the operating expenses provided by the District. It is our opinion that such rates are sufficient to provide for all operating expenses of the waterworks system of the District (the “System”), and to leave a balance each fiscal year equal to at least 115% of the maximum amount required in the succeeding fiscal year for payment of principal of and interest on the District’s obligations secured by or payable from revenues of the System:

(1) Water Revenue Bonds, Series 1997 B (West Virginia Infrastructure Fund), dated September 25, 1997, issued in the original aggregate principal amount of \$818,000 (the “Series 1997 B Bonds”);

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

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

(2) Water Revenue Bonds, Series 2004 A (West Virginia DWTRF Program), dated June 8, 2004, issued in the original aggregate principal amount of \$602,000 (the “Series 2004 A Bonds”); and

(3) Water Revenue Refunding Bonds, Series 2021 A (Tax-Exempt), dated May 26, 2021, issued in the original aggregate principal amount of \$11,155,000 (the “Series 2021 A Bonds”) (collectively, the “Prior Bonds”).

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

- (a.) The Debt Service Reserve Funds for the Prior Bonds are each funded at the level required or are being funded in accordance with the respective resolutions of the District authorizing the issuance of such Prior Bonds (collectively, the “Prior Resolutions”);
- (b.) The Working Capital Reserve (“CWCR”) required by W.V. Code Section 24-1-1(k) is established as a separate bank account and the District, based on the rates and charges approved by the MCC, is projected to have sufficient net revenues to make the appropriate deposits in the upcoming Fiscal Year; and
- (c.) The Renewal and Replacement Fund required by the Prior Resolutions has been established as a separate bank account and, based on the rates and charges approved by the MCC, the Issuer is projected to have sufficient net revenues to make the appropriate deposits in the upcoming Fiscal Year.

Sincerely,

Michael D. Griffith, CPA

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

MDG/s

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: 2/7/2023

ISSUE: Mason County PSDFunding Assistance (DWTRF)ADDRESS: 101 Camden Avenue, Point Pleasant, WV 25550COUNTY: MasonPURPOSE OF ISSUE: x New MoneyRefundingRefunding issue(s) dated: NAISSUE DATE: February 7, 2023RATE: 0% forgivable ADMIN FEE: NAISSUE AMOUNT: \$ 500,000.001st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: NABOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson KellyContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@jacksonkelly.comCLOSING BANK: The Ohio Valley Bank

ESCROW TRUSTEE: _____

Contact Name: Jessica M. Nibert

Contact Name: _____

Phone: 740.578.3525

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: _____

Contact Name: Brent ClarkContact Name: Chris ThomasTitle: ManagerTitle: Technical Analyst, BPHPhone: 304.675.8940Phone: 304.352.5042Email: bclark.mcpsd20@gmail.comEmail: Christopher.W.Thomas@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons.Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Loan is forgivable. No accounts are established at the MBC

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

