MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

Closing Date: July 17, 2025

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MINGO COUNTY PUBLIC SERVICE DISTRICT

SEWER REVENUE BONDS, SERIES 2025 A (WEST VIRGINIA SRF PROGRAM); AND SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

BOND RESOLUTION

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MINGO COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE PAYMENT OF THE PRIOR NOTE AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF MINGO COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,664,466 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 A (WEST VIRGINIA SRF PROGRAM); AND NOT MORE THAN $350,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE 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 MINGO COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. Mingo County Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Mingo County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public sewerage system of the Issuer, consisting of an inflow and infiltration rehabilitation project for the entire collection system including minor

improvements to the main pump station, together with all necessary appurtenances (collectively, the "Project"), which constitute properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (the existing public sewer facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer has heretofore temporarily financed the design and other preliminary costs of the Project by the issuance of the Construction Anticipation Notes (West Virginia Water Development Authority), dated December 4, 2019, issued in the original aggregate principal amount of $242,500 (the "Prior Note").

D. It is deemed necessary and desirable for the Issuer to pay the Prior Note.

E. The Issuer intends to pay the Prior Note and permanently finance the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund pursuant to the Act.

F. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds in the total aggregate principal amount of $2,014,466, in two or more series, being the (i) Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), in the aggregate principal amount of $1,664,466 (the "Series 2025 A Bonds"); and (ii) Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable) in the aggregate principal amount of $350,000 (the "Series 2025 B Bonds") (collectively, the "Series 2025 Bonds"); to (i) pay the Prior Note; (ii) permanently finance a portion of the costs of acquisition and construction of the Project; and (iii) pay costs of issuance and related costs. The remaining Costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said Costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2025 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 Reserve Accounts (as hereinafter defined); paying the Prior Note, 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, including the SRF Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2025 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2025 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

G. The period of usefulness of the System after completion of the Project is not less than 40 years.

H. It is in the best interests of the Issuer that its Series 2025 Bonds be sold to the Authority pursuant to the terms and provisions of a Bond Purchase Agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), in form satisfactory to the Issuer, the Authority and the DEP, approved hereby if not previously approved by resolution of the Issuer.

I. Upon payment of the Prior Note, there are outstanding obligations of the Issuer which will rank on a parity with the Series 2025 A Bonds as to liens, pledge and source of and security for payment, which obligations are the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original principal amount of $2,552,180 (the "Series 2005 A Bonds" or the "Prior Bonds").

The Series 2025 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2025 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2025 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions (as hereinafter defined).

J. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2025 Bonds, and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

K. The Issuer has complied with all requirements of West Virginia law and the Bond Purchase Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2025 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2025 Bonds or such final order will not be subject to appeal or rehearing.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2025 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2025 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one

Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2025 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

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

"BIL" means the Infrastructure Investment and Jobs Act, Public Law 117-58, pursuant to which funding has been awarded by DEP, as hereinafter defined.

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

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

"Bond Purchase Agreement" means the Bond Purchase Agreement heretofore entered into, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2025 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.

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

"Bonds" means, collectively, the Series 2025 Bonds, the Prior Bonds, and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

"Cash Working Capital Reserve" means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) of the Code of West Virginia, 1931, as amended.

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

"Closing Date" means the date upon which there is an exchange of the Series 2025 Bonds for all or a portion of the proceeds of the Series 2025 Bonds from the Authority.

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

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

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

"Costs" or "Costs of the Project" means those costs described in Section 1.02F hereof to be a part of the cost of acquisition and construction of the Project.

"DEP" means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

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

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

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

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

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

"Grant" means, collectively, all grant monies received by the Issuer for the Project.

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

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

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

"Issuer" means Mingo County Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Mingo County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Net Proceeds" means the face amount of the Series 2025 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2025 A Bonds Reserve Account.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

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

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2025 A Bonds in the Supplemental Resolution.

"Prior Bonds" means the Series 2005 A Bonds.

"Prior Note" means the Issuer's Construction Anticipation Notes (West Virginia Water Development Authority), dated December 4, 2019, issued in the original aggregate principal amount of $242,500.

"Prior Note Resolution" means the resolutions of the Issuer authorizing the Prior Note.

"Prior Resolutions" means, collectively, the Resolutions authorizing the Prior Bonds.

"Project" means the Project as described in Section 1.02B hereof.

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2025 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2025 A Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

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

"Series 2005 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original principal amount of $2,552,180.

"Series 2025 Bonds" means collectively, the Series 2025 A Bonds and the Series 2025 B Bonds.

"Series 2025 Bonds Construction Trust Fund" means the Series 2025 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2025 A Bonds" means the Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), of the Issuer, authorized by this Resolution.

"Series 2025 A Bonds Reserve Account" means the Series 2025 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2025 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 2025 A Bonds in the then current year or any succeeding year.

"Series 2025 A Bonds Sinking Fund" means the Series 2025 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2025 B Bonds" means the Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable) of the Issuer authorized by this Resolution.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2025 A Bonds and the Prior Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Bond Purchase Agreement for the Series 2025 A Bonds.

"SRF Program" or "Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State pursuant to BIL.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2025 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2025 Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2025 Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

"System" means the complete properties of the Issuer for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, betterments,

improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

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

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

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENT OF THE PRIOR NOTE

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the payment of the Prior Note and the acquisition and construction of the Project at an estimated cost of $8,295,459, 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 2025 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the DEP.

The Cost of the Project is estimated to be $8,295,459, of which $1,664,466 will be obtained from proceeds of the Series 2025 A Bonds; $350,000 will be obtained from the proceeds of the Series 2025 B Bonds; $2,433,439 will be obtained from the ARC Grant; $1,551,620 will be obtained from the LCAP Grant; $1,050,000 will be obtained from the ACE Grant; $665,000 will be obtained from the West Virginia Infrastructure and Jobs Development Grant; and $580,933 will be obtained from a WDA Economic Enhancement Grant.

Section 2.02. Authorization of Payment of Prior Note. The Prior Note outstanding as of the date of issuance of the Series 2025 A Bonds are hereby ordered to be paid in full, and the pledge of assets, if any, in favor of the Holders of the Prior Note, and the monies in the funds and accounts created by the Prior Note pledged to payment of the Prior Note, if any, and any other funds pledged to pay of the Prior Note, if any, are hereby ordered terminated, discharged and released upon the payment to the Holder of the Prior Note from the proceeds of the Series 2025 A Bonds and from other monies available therefor, of the following: an amount equal to the fiscal and paying agent charges to become due and payable in connection with the Prior Note and an amount which will provide for the payment of the entire outstanding principal of and all accrued interest on the Prior Note, plus the premium, if any, on the Closing Date.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest, if any, on the Series 2025 A Bonds, funding the Series 2025 A Bonds Reserve Accounts, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2025 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2025 Bonds of the Issuer. The Series 2025 Bonds are being issued pursuant to an official action of the Board and in accordance with the governing statutes and rules of the Board. The Series 2025 Bonds shall be issued in two or more series, each as a single bond, designated as "Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program)," in the principal amount of $1,664,466; and "Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable)" in the original principal amount of $350,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2025 Bonds remaining after funding of the Series 2025 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest, if any, on the Series 2025 Bonds, if any, shall be deposited in or credited to the Series 2025 Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. A. The Series 2025 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Bond Purchase Agreement. The Series 2025 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2025 A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2025 A Bonds shall be issued in the form of a single bond for each series, fully registered and delivered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series of the Series 2025 A Bonds. The Series 2025 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

B. The Series 2025 B Bonds shall be issued in such principal amount and shall not bear interest. The principal amounts advanced under the Series 2025 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2025 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

Unless otherwise provided by the Supplemental Resolution, the Series 2025 B Bonds shall initially be issued as one series, fully registered and delivered to the Authority, with a record of advances attached, representing the aggregate principal amount of the Series 2025 B Bonds. The Series 2025 B Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2025 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2025 Bonds shall cease to be such officer of the Issuer before the Series 2025 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2025 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2025 Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2025 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2025 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 2025 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2025 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide Holder for value.

So long as the Series 2025 Bonds remain Outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2025 Bonds shall be transferable only upon the books of the Bond Registrar, by the Registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2025 Bonds or transferring the registered Series 2025 Bonds are exercised, all Series 2025 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2025 Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2025 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2025 Bonds or, in the case of any proposed redemption of Series 2025 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 2025 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2025 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.

Section 3.08. Series 2025 A Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to the Prior Bonds. The payment of the debt service of the Series 2025 A Bonds shall be secured forthwith equally by a first lien on the Net Revenues derived from the System, on a parity with the lien on Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2025 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2025 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2025 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2025 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an authorized officer, to authenticate and deliver the Series 2025 Bonds to the original purchasers;

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

D. An executed copy of the Bond Purchase Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2025 A Bonds.

Section 3.10. Form of Bonds. The text of each series of the Series 2025 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2025 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINGO COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2025 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2025, that MINGO COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Mingo County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ____ _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____ to and including _____ 1, 20_____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of _____% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__ _____, to and including _____ 1, 20_____, as set forth on the "Debt Service Schedule: attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of ____ _____% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, as set forth on said EXHIBIT B.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2025.

This Bond is issued (i) to pay the Prior Note; (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the Bonds (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2025, and a Supplemental Resolution duly adopted by the Issuer on _____, 2025 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED NOVEMBER 9, 2005, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $2,552,180 (THE "SERIES 2005 A BONDS" OR THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2025 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2025 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2025 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of United Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

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

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

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

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

IN WITNESS WHEREOF, MINGO 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 the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2025.

UNITED BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____
_____
the within Bond and does hereby irrevocably constitute and appoint _____
_____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20_____.

_____

In the presence of:

_____

(FORM OF SERIES 2025 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINGO COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2025 B
(WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

No. BR-1 $_____

KNOW ALL PERSONS BY THESE PRESENTS: The ____ day of _____, 2025, that the MINGO COUNTY PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia in Mingo County 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 forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2025 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2025 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2025 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement (the "Bond Purchase Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2025.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements 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 13, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on _____, 2025, and a Supplemental Resolution duly adopted by the Issuer on _____, 2025 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

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

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in 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.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the MINGO 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 the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2025.

UNITED BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement. The Series 2025 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous ordinance or resolution, the Chairman is specifically authorized and directed to execute the Bond Purchase Agreement, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby approved.

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

ARTICLE IV
[RESERVED]

ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

(2) Renewal and Replacement Fund (established by the Prior Resolutions);

(3) Cash Working Capital Reserve; and

(4) Series 2025 Bonds Construction Trust Fund.

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

(1) Series 2005 A Bonds Sinking Fund (established by Prior Resolution and continued hereby);

(2) Series 2005 A Bonds Reserve Account (established by Prior Resolution and continued hereby);

(3) Series 2025 A Bonds Sinking Fund; and

(4) Series 2025 A Bonds Reserve Account.

No accounts are set up at the Commission for the Series 2025 B Bonds as they are forgivable.

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

(1) The Issuer shall first, each month, pay from the Revenue Fund all Operating Expenses of the System.

(2) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Commission, commencing 4 months prior to the first date of payment of interest of the Series 2025 A Bonds, for deposit in the Series 2025 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will mature and become due on the Series 2025 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 2025 A Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (i) to the Commission, the amounts required by the Prior Resolutions to pay the principal of the Prior Bonds; and (ii) to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2025 A Bonds, for deposit in the Series 2025 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2025 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 2025 A Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission (i) the amounts required by the Prior Resolutions to be deposited in the Reserve Account for the Prior Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2025 A Bonds, if not fully funded upon issuance of the Series 2025 A Bonds, for deposit in the Series 2025 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2025 A Bonds Reserve Requirement, until the amount in the Series 2025 A Bonds Reserve Account equals the Series 2025 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2025 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 2025 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2.5% 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 monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required, if any, to fund or maintain the Cash Working Capital Reserve at the required level. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State in effect at such time.

Monies in the Series 2025 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2025 A Bonds, as the same shall become due. Monies in the Series 2025 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2025 A Bonds, as the same shall come due, when other monies in the Series 2025 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2025 Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2025 A Bonds, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2025 A Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2025 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2025 A Bonds Sinking Fund or the Series 2025 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2025 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account, shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2025 A Bonds, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest, if any, and reserve account payments with respect to the Series 2025 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall also 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 SRF Administrative Fee as set forth in the Schedule Y attached to the Bond Purchase Agreement for the Series 2025 A Bonds.

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

D. The Issuer shall remit 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 their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at any time, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

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

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

ARTICLE VI
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2025 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2025 A Bonds, there shall first be deposited with the Commission in the Series 2025 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 2025 A Bonds for the period commencing on the date of issuance of the Series 2025 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 2025 A Bonds, there shall be deposited with the Commission in the Series 2025 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2025 A Bonds Reserve Account.

C. Next, from the proceeds of the Series 2025 A Bonds, there shall be deposited with the Authority an amount sufficient to pay in full the outstanding principal of, interest on, for the Prior Note on the Closing Date.

D. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2025 Bonds, such monies shall be deposited with the Depository Bank in the Series 2025 Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2025 Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2025 Bonds shall be applied as directed by the DEP.

Section 6.02. Disbursements From the Bond Construction Trust Fund. A. On or before the Closing Date, the Issuer shall have delivered to the DEP a report listing the specific purposes for which the proceeds of the Series 2025 Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2025 Bonds deposited in the Series 2025 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the DEP of a completed and signed "Payment Requisition Form," a form of which is attached to the Bond Purchase Agreement for the Series 2025 Bonds, in compliance with the construction schedule.

Pending such application, monies in the Series 2025 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2025 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2025 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2025 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 Bond Legislation.

Section 7.03. Series 2025 A Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Bonds. The payment of the debt service of the Series 2025 A Bonds issued hereunder shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on

the Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2025 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Bond Purchase Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the rate resolution duly adopted by the Issuer on June 21, 2023. The Mingo County Commission failed to take any action within the 45-day period therefore resulting in the rate increase becoming effective on August 5, 2023. Such rates are hereby adopted.

So long as the Series 2025 A Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Bond Purchase Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2025 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation, the Bond Purchase Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

Section 7.05. Sale of the System. So long as the Series 2025 Bonds and the Prior Bonds are Outstanding and except as otherwise required by law or with the written consent of 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 fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2025 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2025 Bonds. Any balance remaining after the payment of the Series 2025 Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the 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, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2025 Bonds and the Prior Bonds. All obligations issued by the Issuer after the issuance of the Series 2025 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2025 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2025 Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2025 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2025 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2025 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions, extensions, improvements, or betterments to the System or refunding any Outstanding Bonds, or both such purposes.

So long as the Prior Bonds or the Series 2025 A Bonds are outstanding, no Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

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

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

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

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

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

Parity Bonds shall not be deemed to include bonds, notes, certificates, or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2025 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 2025 A Bonds.

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the DEP and the Authority, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the DEP and the Authority 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 grants or other sources of financing for the Project.

The Issuer shall permit the DEP and the Authority, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of 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 Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

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

The Issuer shall file with the DEP, the Authority, or any other original purchaser of the Series 2025 Bonds, and shall mail in each year to any Holder or Holders of the Series 2025 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 2025 Bonds, and shall submit said report to the DEP and the Authority, or any other original purchaser of the Series 2025 Bonds. Such audit report submitted to the DEP and the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Bond Purchase 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 Bond Purchase 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 DEP and the Authority, 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 of the Project, the Issuer shall also provide the DEP and the Authority, 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 DEP and the Authority with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2025 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2025 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2025 A Bonds,

including the Prior Bonds; provided, that in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2025 A Bonds Reserve Accounts, and the reserve accounts for obligations on a parity with or junior to the Series 2025 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 2025 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2025 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 DEP and the Authority within 30 days of adoption thereof.

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

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Bond Purchase Agreement stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the DEP 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 DEP 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 DEP 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 require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Bond Purchase Agreement for the Series 2025 Bonds as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed. The DEP, as required, is in possession of certification that the Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the DEP.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all state and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Bond Purchase Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the number 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.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, 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 of either system 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 Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency,

instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

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

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

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

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

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

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

B. The Issuer shall require all contractors 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 DEP, and the Issuer shall verify such insurance prior to commencement of construction. In the event the Bond Purchase Agreement so require, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

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

Section 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2025 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2025 A Bonds and shall be on a parity with the Prior Bonds. The Issuer has obtained 100% of the titles, easements and rights-of-way, or has received rights-of-entry or recorded binding options for the same and the Authority and DEP have received an opinion of counsel to the Issuer, satisfactory to the Authority and DEP, to such effect.

Section 7.19. Compliance with Bond Purchase Agreement and Law. The Issuer shall perform, satisfy, and comply with all the terms and conditions of the Bond Purchase Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority. The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, all federal requirements imposed by BIL, Public Law 117-58, the DEP or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

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

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

Section 7.21. Contracts; Change Orders, Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2025 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2025 Bonds held in "contingency" as set forth in the schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2025 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP 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.

ARTICLE VIII
INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2025 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2025 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2025 Bonds as a condition to issuance of the Series 2025 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 2025 Bonds as may be necessary in order to maintain the status of the Series 2025 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 2025 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 DEP, as the case may be, from which the proceeds of the Series 2025 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 DEP, 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 2025 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 2025 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2025 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 2025 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2025 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If a default occurs with the Prior Bonds.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided, that all rights and remedies of the Holders of the Series 2025 A Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the

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

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

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

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

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

ARTICLE X
PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2025 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2025 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 2025 A Bonds from gross income for federal income tax purposes.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2025 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2025 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 2025 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2025 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2025 Bonds from gross income of the Holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2025 Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2025 Bonds.

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

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

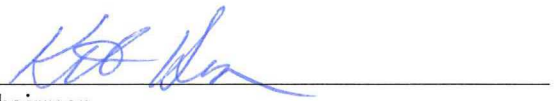
Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular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

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

Adopted this 30th day of June, 2025.

MINGO COUNTY PUBLIC SERVICE DISTRICT



Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of MINGO COUNTY PUBLIC SERVICE DISTRICT on the 30th day of June, 2025.

Dated: July 17, 2025.

[SEAL]

Janice Willis
Secretary

25752164.1

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SEREIS 2025 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE) OF MINGO COUNTY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE BOND PURCHASE AGREEMENT RELATING TO THE SERIES 2025 A BONDS AND SERIES 2025 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2025 A BONDS AND SERIES 2025 B BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING CONTRACTS FOR THE PROJECT; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Mingo County Public Service District (the "Issuer") has duly and officially adopted a bond resolution on June 30, 2025 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE PAYMENT OF THE PRIOR NOTE AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF MINGO COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,664,466 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 A (WEST VIRGINIA SRF PROGRAM); AND NOT MORE THAN $350,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND

DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program) in the aggregate principal amount of $1,664,466 (the "Series 2025 A Bonds") and Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable) in the aggregate principal amount of $350,000 (the "Series 2025 B Bonds"), of the Issuer (collectively, the "Series 2025 Bonds"), and has authorized the execution and delivery of the Bond Purchase Agreement relating to the Series 2025 A Bonds and Series 2025 B Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement"), all in accordance with Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Bond Purchase Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2025 Bonds should be established by a supplemental resolution pertaining to the Series 2025 Bonds; and that other matters relating to the Series 2025 Bonds be herein provided for;

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

WHEREAS, the Series 2025 Bonds are proposed to be purchased by the Authority pursuant to the Bond Purchase Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Bond Purchase Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates, the sale prices and other terms of the Series 2025 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2025 Bonds be herein provided for;

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

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

A. Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), of the Issuer, originally represented by a single bond, numbered AR-1, in the principal amount of $1,664,466. The Series 2025 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2065 and shall bear interest at the rate of 0.25% per annum, with principal and interest payable in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027 to and including June 1, 2065 and in amounts as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2025 A Bonds. The Series 2025 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Bond Purchase Agreement. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 0.25% of the principal amount of the Series 2025 A Bonds set forth in the "Schedule Y" attached to the Bond Purchase Agreement.

B. Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), of the Issuer, originally represented by a single bond, numbered BR-1, in the principal amount of $350,000. The Series 2025 B Bonds shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Series 2025 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2025 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven. The Series 2025 B Bonds are not subject to the SRF Administrative Fee.

Section 2. All other provisions relating to the Series 2025 Bonds and the text of the Series 2025 Bonds shall be in substantially the form provided in the Bond Resolution.

Section 3. The Issuer does hereby authorize, approve, ratify, and accept the Bond Purchase Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Bond Purchase Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Bond Purchase Agreement and in the applications to the DEP and the Authority. The price of the Series 2025 Bonds shall be 100% of par value, there being no interest accrued thereon; provided, that the proceeds of the Series 2025 Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate United Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2025 Bonds under the Bond Resolution and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2025 Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2025 Bonds under the Bond Resolution.

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

Section 7. Series 2025 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2025 A Bonds Reserve Account.

Section 8. Series 2025 A Bonds proceeds in the amount of $264,587 shall be deposited with the Authority to pay the Prior Note.

Section 9. The balance of the proceeds of the Series 2025 A Bonds shall be deposited in or credited to the Series 2025 Bonds Construction Trust Fund as received from the Authority and the DEP from time to time for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2025 A Bonds and related costs.

Section 10. All proceeds of the Series 2025 B Bonds shall be deposited in or credited to the Series 2025 Bonds Construction Trust Fund as received from the Authority and the DEP from time to time for payment of Costs of the Project, including, without limitation, costs of issuance of the Series 2025 B Bonds and related costs.

Section 11. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Series 2025 Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Series 2025 A Bonds and Series 2025 B Bonds may be delivered on or about July 17, 2025 to the Authority pursuant to the Bond Purchase Agreement.

Section 12. The payment of the Prior Note and the design, acquisition, construction and equipping of the Project and the financing thereof, in part with proceeds of the Series 2025 Bonds, are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition, and construction of the Project.

Section 14. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 30th day of June, 2025.

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by MINGO COUNTY PUBLIC SERVICE DISTRICT on this 30th day of June, 2025.

Dated: July 17, 2025.

[SEAL]

Jamie Willis

Secretary

MINGO COUNTY PUBLIC SERVICE DISTRICT

A RESOLUTION PROPOSING THE CONSTRUCTION OF THE CHATTAROY SEWER EXTENSION PROJECT AND ESTABLISHING NEW RATES, FEES AND CHARGES FOR SERVICE TO THE SEWER CUSTOMERS OF THE MINGO COUNTY PUBLIC SERVICE DISTRICT

Whereas, Mingo Public Service District (the "District") is a public service district, public corporation and political subdivision of the State of West Virginia located in Mingo, West Virginia (the "County") and authorized under the provisions of Chapter 24, Article 2 and Chapter 16, Article 13A of the *West Virginia Code* of 1931, as amended, (collectively, the "Act") to provide sewer service within certain areas of the County; and

Whereas, the District presently owns and operates a public sewer system and the Public Service Board ("Board") of the District deems it necessary and desirable that the District construct its Chattaroy Sewer Rehabilitation and Extension Project (Project); and

Whereas, the Board has determined that a three step increase in its rates, fees and charges for sewer service is necessary to meet the going level cost of operation, maintenance, and debt service; to fund the working capital reserve requirements; and to fund a renewal, replacement and repair reserve for its sewer system; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MINGO PUBLIC SERVICE DISTRICT:

Section 1. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof) is being adopted pursuant to the provisions of Chapter 24, Article 2, Section 11(*l*) and Chapter 16, Article 13A of the *West Virginia Code* of 1931, as amended, and other applicable provisions of the Act.

Section 2. Findings. It is hereby found, determined and declared:

A. The District is a public service district, public corporation and political subdivision of the State of West Virginia located in Mingo County, West Virginia. The District is authorized under the provisions of Chapter 24, Article 2 and Chapter 16, Article 13A of the *West Virginia Code* of 1931, as amended, to provide sewer service within certain areas of the County.

B. The Board of the District deems it necessary and desirable that the District acquire, equip and construct certain extensions, additions, betterments and improvements to the existing sewer system of the District in the Chattaroy area

consistent with the engineering plans and specifications for the Project previously provided to the District by Thrasher Group, Inc. and described as follows:

> The replacement of approximately 2,000 linear feet of 6-inch gravity line and new installation of approximately 12,400 linear feet of 8-inch gravity line and 1-1/4 inch and 4-inch force mains. The Project also includes upgrades to the existing Chattaroy Lift Station and installation of a new lift station and grinder station. The Project will result in an additional 55 residential sewer customers; 1 commercial sewer customer; and the Mingo County Solid Waste Authority ("Landfill").

The existing public sewer system of the District, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System".

The total project cost of $5,578,000 will be funded through a 30 year WVDEP-SRF Loan of $1,762,480 at 2% interest and the following grants totaling $3,815,520: ARC Grant $748,520; USCOE Grant $1,050,000; IJDC Grant $500,000; WVDEP LCAP Grant $1,517,000.

C. The District intends to permanently finance a portion of the costs of the Project through one or more bond issuances secured by the net revenue of the System.

D. In order to meet the cost of operation, maintenance, and debt service; to fund the working capital reserve requirements and to fund a renewal, replacement and repair reserve for its sewer system, including the Project, the Board has determined that an increase in its rates, fees and charges for sewer service is necessary.

E. In order for the rates set forth herein to accomplish the purposes above, the rates have been designed to recognize the forgiveness of an inter-utility loan by the County Commission of Mingo County ("County Commission") from the District's water utility to the sewer utility as that amount exists as of June 30, 2023. Formal approval by the County Commission of the rates set forth herein, or taking no action on the Resolution within 45 days of having it being presented to the County Commission is acknowledged to constitute formal approval.

Section 3. County Commission Review and Approval. As required by the Act, before going into effect, the new rates, fees and charges for the services and facilities of the System must be reviewed and approved by the County Commission. Thus, upon adoption of the new rates, fees and charges for the services and facilities of the System as set forth in the tariff attached to this Resolution as Exhibit A, the District shall promptly forward this Resolution and the attached tariff to the County Commission for review and approval.

Section 4. Rates, Fees and Charges. The increase in rates, fees and charges for the System as set forth in the tariff attached hereto as **Exhibit A** are hereby adopted and approved as the rates, fees and charges for the services and facilities of the System to be effective, if approved by the County Commission of Mingo (the "County Commission"), after an affirmative vote by the County Commission approving the Project and said rates, fees and charges. The proposed rates will become effective 45 days after the day the County Commission has entered an Order approving the rates, unless the County Commission has failed to act on the Project and Rate Resolution adopted by the District Board, or has entered an Order, in which case the rates and charges shall go into effect at the end of 45 days following the action of the District Board. [*West Virginia Code* §16-13A-9(a)(2)(F) §24-2-11*(l)*(5)]

Section 5. Amendment or Modification. This Resolution may be amended or supplemented in any way by a supplemental resolution without any requirement of a further public hearing or notice under the Act except as hereinafter set forth. No material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially alter the sewer rates, fees and charges approved herein shall be made without the notice required by the Act.

Section 6. 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 or any resolution amendatory or supplemental hereto.

Section 7. Headings, Etc. The headings and catchlines of the articles, sections and subsections of this Resolution are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 8. Conflicting Prior Resolutions and Provisions Repealed. All prior orders or resolutions of the District, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. Covenant of Due Procedure, Etc. The District covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and for 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, the Secretary and members of the Public Service Board of the District were at all times when any actions in connection with this Resolution occurred duly appointed, and were appropriately elected to office and duly qualified for such office.

Section 10. Statutory Notice and Public Hearing. The District provided the sewer customers of the System notice of the District's intent to construct the Project and to pursue an increase in the rates, fees and charges for the services and facilities of the System by including said notice with the billing statements mailed on May 31, 2023, which date is in the calendar month immediately prior to the calendar month in which this Resolution will be before the Public Service Board of the District for hearing and approval as required by the Act. After the first reading of this Resolution, public notice of the public hearings on this Resolution shall be published once in the June 14, 2023 edition of the *Williamson Daily News* any person interested may appear before the Public Service Board of the District on June 21, 2023, at 11:00 a.m., at the District's Office, #1 Riverside Drive, Naugatuck, West Virginia, West Virginia, and present protests, and that a copy of this Resolution is on file with the District for review by interested persons during normal office hours of the District. At such public hearing, all objections and suggestions shall be heard and the Public Service Board of the District, following such public hearing, shall take such action as it shall deem proper.

Section 11. Effective Date. As provided in the Act, Step 1 of the rates, fees and charges for the services and facilities of the System set forth in the tariff attached as **Exhibit A** may not go into effect sooner than August 5, 2023.

PASSED ON FIRST READING: June 7, 2023

PASSED ON SECOND READING FOLLOWING PUBLIC HEARING: June 21, 2023

Chairman

Treasurer

Member

08:53 AM APR 15 2024 EXEC SEC DEV

P.S.C. W. Va. No. 8
Canceling P.S.C. W. Va. No. 7

MINGO COUNTY PUBLIC SERVICE DISTRICT, a public utility

OF

RAGLAND, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

SEWERAGE AND SEWAGE DISPOSAL SERVICE

within and adjacent to the Town of Chattaroy, Mingo County, West Virginia and within the confines of the territorial limits of said District in West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued February 6, 2024

Effective for all service rendered on and after February 6, 2024, except as otherwise provided herein.

Issued by authority of West Virginia Code §16-13A-9(a)(2)(E), the June 21, 2023 Resolution of the Mingo County Public Service District, and the absence of final action by the Mingo County Commission, 45-day expiration date of August 5, 2023.
RESUS MINGO 23A

Issued by **MINGO COUNTY PUBLIC SERVICE DISTRICT**, a public utility

By _____
Gen Manager
Title

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Sewerage Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

STEP 2

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for general domestic, commercial and industrial service.

(I) RATES (Customers with metered water supply)

First	3,000 gallons used per month	$13.75 per 1,000 gallons
Next	4,000 gallons used per month	$12.35 per 1,000 gallons
Next	3,000 gallons used per month	$ 8.80 per 1,000 gallons
Over	10,000 gallons used per month	$ 6.75 per 1,000 gallons

(I) MINIMUM CHARGE (Customers with metered water supply)

Each customer shall pay a minimum charge of $41.25 per month (Equivalent of 2,000 gallons of water usage)

(I) FLAT-RATE CHARGE (Customers with non-metered water supply)

Each customer shall pay a minimum charge of $59.78 per month (Equivalent of 4,500 gallons of water usage)

LANDFILL CHARGE

Landfill Transport Only: $25.00 per 1,000 gallons per month plus cost of treatment to be billed by the City of Williamson.

DELAYED PAYMENT PENALTY

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

(I) Indicates increase

STEP 2 (Continued)

WATER SERVICE CONNECTION CHARGE (Continued)

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

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

A tap fee of $350.00, or the actual cost of the connection (solely determined by the Utility), whichever is greater, will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

WATER DISCONNECT/RECONNECT FEES/ADMINISTRATIVE FEES

Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.

In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

RETURNED CHECK CHARGE

A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

LEAK ADJUSTMENT

$3.80 per 1,000 gallons of water used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all such consumption above customer's historical average usage.

08:58 AM APR 15 2024 EXEC SEC DIV

SUPPLEMENT No. 1 to P.S.C. W. Va. No. 8

MINGO COUNTY PUBLIC SERVICE DISTRICT, a public utility

OF

RAGLAND, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

SEWERAGE AND SEWAGE DISPOSAL SERVICE

within and adjacent to the Town of Chattaroy, Mingo County, West Virginia and within the confines of the territorial limits of said District in West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued February 6, 2024

Effective for all service rendered on and after August 6, 2024, except as otherwise provided herein.

Issued by authority of West Virginia Code §16-13A-9(a)(2)(E), the June 21, 2023 Resolution of the Mingo County Public Service District, and the absence of final action by the Mingo County Commission, 45-day expiration date of August 5, 2023.
RESUS MINGO 23A

Issued by **MINGO COUNTY PUBLIC SERVICE DISTRICT**, a public utility

By _____

Gen Manager
Title

MINGO COUNTY PUBLIC SERVICE DISTRICT (Sewer)

SUPPLEMENT No. 1 to P.S.C. W. Va. No. 8
Original Sheet No. 2

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Sewerage Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

MINGO COUNTY PUBLIC SERVICE DISTRICT (Sewer)

SUPPLEMENT No. 1 to P.S.C. W. Va. No. 8
Original Sheet No. 3

STEP 3

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for general domestic, commercial and industrial service.

(I) RATES (Customers with metered water supply)

First	3,000 gallons used per month	$14.86 per 1,000 gallons
Next	4,000 gallons used per month	$13.38 per 1,000 gallons
Next	3,000 gallons used per month	$ 9.51 per 1,000 gallons
Over	10,000 gallons used per month	$ 7.25 per 1,000 gallons

(I) MINIMUM CHARGE (Customers with metered water supply)

Each customer shall pay a minimum charge of $44.58 per month (Equivalent of 2,000 gallons of water usage)

(I) FLAT-RATE CHARGE (Customers with non-metered water supply)

Each customer shall pay a minimum charge of $64.65 per month (Equivalent of 4,500 gallons of water usage)

LANDFILL CHARGE

Landfill Transport Only: $25.00 per 1,000 gallons per month plus cost of treatment to be billed by the City of Williamson.

DELAYED PAYMENT PENALTY

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

(I) Indicates increase

Issued by authority of West Virginia Code §16-13A-9(a)(2)(E) and the June 21, 2023 Resolution of the Mingo County Public Service District to become effective for all service rendered on and after August 6, 2024.

STEP 3 (Continued)

WATER SERVICE CONNECTION CHARGE (Continued)

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

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

A tap fee of $350.00, or the actual cost of the connection (solely determined by the Utility), whichever is greater, will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

WATER DISCONNECT/RECONNECT FEES/ADMINISTRATIVE FEES

Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.

In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

RETURNED CHECK CHARGE

A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

LEAK ADJUSTMENT

$3.80 per 1,000 gallons of water used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all such consumption above customer's historical average usage.

Issued by authority of West Virginia Code §16-13A-9(a)(2)(E) and the June 21, 2023 Resolution of the Mingo County Public Service District to become effective for all service rendered on and after August 6, 2024.

SRF-BPA-1
(03/25)

BOND PURCHASE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

MINGO COUNTY PUBLIC SERVICE DISTRICT
(C-544312 / 2018S-1776)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to acquire bonds of particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP 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 § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to utilize moneys from the Fund to purchase the bonds of local governments to provide the financing for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in BIL, as hereinafter defined, the Clean Water Act and the Act;

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

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

WHEREAS, the Local Government is included on the DEP State Project Priority List and the Intended Use Plan and has met DEP'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 wastewater treatment project and to finance the cost of acquisition and construction of the same ("Costs of the Project") by borrowing money to be evidenced by revenue bonds issued by the Local Government;

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

WHEREAS, the Local Government has completed and filed with the Authority and DEP an Application for Purchase of Bonds with attachments and exhibits and an Amended Application for Purchase of Bonds also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference;

WHEREAS, having reviewed the Application and the Fund having available sufficient funds therefor, the Authority and DEP are willing to lend the Local Government the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Government with moneys held in the Fund, subject to the Local Government's satisfaction of certain legal and other requirements of the Program; and

WHEREAS, the Local Government meets the "disadvantaged community" provisions of the SRF Regulations.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, DEP 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 SRF Regulations.

1.2 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto, who was selected pursuant to Article 1, Chapter 5G of the Code of West Virginia of 1931, as amended.

1.3 "Decentralized System" means wastewater treatment systems that treat wastewater, then reusing and/or dispersing the reclaimed water, as close to where it is generated as practical in each circumstance. A Decentralized System may include: on-site systems contained entirely within the simple boundaries of the lot it serves; small-scale collective systems, with their reuse/dispersal sites on easements on the lots served, on vacant lots purchased for this purpose, on off-site properties, or a combination of these; larger scale collective systems utilizing dispersed or aggregated reuse/dispersal sites or discharging to surface water.

1.4 "Local Act" means the official action of the Local Government required by Section 4.1 hereof, authorizing the Local Bonds.

1.5 "Local Bonds" means the revenue bonds to be issued by the Local Government pursuant to the provisions of the Local Statute, as hereinafter defined, and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this Bond Purchase Agreement.

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

1.7 "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.

1.8 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under BIL and the Clean Water Act and administered by DEP.

1.9 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with the net proceeds of the Local Bonds or being or having been constructed 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 Local Bonds.

1.10 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations, as amended.

1.11 "System" means the wastewater treatment facility owned by the Local Government, 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 Bond Purchase 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 Local Government by the Consulting Engineers, the DEP 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 Bond Purchase 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 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 and 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 DEP and the Authority.

2.4 The Local Government agrees that the Authority and DEP 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 DEP and their respective duly authorized agents 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 DEP 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 and the costs of constructing, acquiring and installing the Project, in accordance with generally accepted governmental accounting standards. The Local Government shall permit the Authority and DEP, 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 DEP such documents and information as it 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 Local Bonds 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 DEP 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 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 Local Government 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 Local Government 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 Authority and DEP and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) 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 Local Government, 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 Local Government on or before the Date of Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government 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 Local Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP 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, DEP and the Local Government 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. The Local Government shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final or updated Operation and Maintenance Manual, if necessary as defined in the SRF Regulations, to DEP when the Project is 90% completed. 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 employ a state certified plant operator prior to the Project

being 50% complete and notify the DEP of such employment. The Local Government shall retain the operator(s) to operate the System during the entire term of this Bond Purchase Agreement.

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP 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 Local Government, 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 B and incorporated herein by reference, and forward a copy by the 20th of each month to the DEP and the Authority.

2.13 The Local Government shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia (the "PSC").

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

ARTICLE III
Conditions to Purchase of Local Bonds; Issuance of Local Bonds

3.1 The agreement of the Authority and DEP to purchase the Local Bonds is subject to the Local Government's fulfillment, to the satisfaction of the Authority and DEP, 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 Local Government shall have delivered to the Authority and DEP a report listing the specific purposes for which the proceeds of the Local Bonds will be expended and the procedures as to the disbursement of bond proceeds, including an estimated monthly draw schedule;

(b) The Local Government shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Bond Purchase Agreement;

(c) The Local Government 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;

(d) The Local Government 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 proceeds of the Local

Bonds will refund an interim construction financing, the Local Government 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 DEP shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit D;

(e) 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 DEP shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Government shall have obtained all requisite orders of and approvals required by State law 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 DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, or bond counsel but must be satisfactory to the Authority and DEP, to such effect;

(g) The Local Government shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, or bond counsel but must be satisfactory to the Authority and DEP, to such effect;

(h) The Local Government 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 DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, or bond counsel but must be satisfactory to the Authority and DEP, to such effect;

(i) 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 DEP shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

(j) 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 and DEP shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of wastewater treatment projects and satisfactory to the Authority and DEP, to such effect, such certificate to be in form and substance satisfactory to the Authority and DEP, and evidence satisfactory to the Authority and DEP of such irrevocably committed grants; and

(k) The Local Government shall have obtained 100% of the titles, easements and rights-of-way, or shall have received rights-of-entry or recorded binding options for the same and the Authority and DEP shall receive an opinion of counsel to the Local Government, satisfactory to the Authority and DEP, to such effect.

3.2 Subject to the terms and provisions of this Bond Purchase Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, 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 purchase the Local Bonds of the Local Government and the Local Government shall issue and sell the Local Bonds to the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall purchase 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 Local Bonds shall be secured and shall be repaid in the manner hereinafter provided in this Bond Purchase Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government 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, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Closing."

3.5 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for financing of wastewater treatment projects and that the obligation of the Authority to purchase the Local Bonds is subject to the Local Government's fulfilling all of the terms and conditions of this Bond Purchase Agreement on or prior to the Date of Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all bonds will be purchased in conjunction with the SRF Regulations and with the prior approval of DEP.

3.6 The Local Government shall provide DEP 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 E attached hereto at such times as are set forth therein.

3.7 The Local Government shall comply with all federal requirements applicable to the Loan (including those imposed by BIL, P.L. 113-76, Water Resources Reform

and Development Act of 2014 (WRRDA) 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) DEP has otherwise advised the Local Government in writing that the American Iron and Steel Requirement is not applicable to the Project.

3.8 The Local Government shall comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or DEP 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 Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

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

3.10 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 DEP in writing that it has reviewed all contracts against the excluded parties list in the System for Award Management (www.sam.gov).

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

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to purchase the Local Bonds, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues will 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 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 Local Government 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 net or gross revenues of the System as provided 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 Local Government shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the SRF Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole or substantially as a whole, provided that the net proceeds to be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds

outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government 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 DEP; 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 Local Government 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 Local Government 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 Local Government 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 and all rights as set forth in Section 5 of the Act;

(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 Local Government will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Government shall annually cause the records of the System to be audited in accordance with 2 CFR 200 Subpart F (or any successor thereto) or the laws of the State by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, 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;

(xii) 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 DEP 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, except for accrued interest and capitalized interest, if any, 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 Local Government 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 Local Government, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and DEP, 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 Local Government may authorize redemption of the Local Bonds with 30 days written notice to the Authority and DEP, and with the prior written consent of the Authority and DEP;

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

(xvii) That, unless waived by the Authority the Local Government shall authorize a sweep resolution so that monthly payments can be made to the Commission electronically. If waived by the Authority, the Local Government 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 Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Local Government 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 Local Government shall have obtained the certificate of the Consulting Engineers 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 DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and DEP 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;

(xx) 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

(xxi) That the Local Government shall submit all proposed change orders to the DEP for approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds 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 DEP before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Government hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted 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 nationally recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit G.

4.2 The Local Bonds shall be secured by the pledge and assignment by the Local Government, as effected by the Local Act, of the fees, charges and other revenues of the Local Government from the System.

4.3 The Authority and DEP shall pay for any costs that are incurred from the beginning date set forth on Schedule X (the "Beginning Date"), to the expiration date set forth on Schedule X (the "Expiration Date") of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and timely performance of the scope of the Project and are eligible costs for the Fund. An amount equal to the outstanding invoices will be advanced on the Date of Closing. The remaining proceeds of the Local Bonds shall be advanced by the DEP monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than

one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y 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.

4.4 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 Local Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the SRF Regulations, the Local Government agrees to pay from time to time, if required by the Authority and DEP, the Local Government's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be determined by the Authority and shall include, without limitation, Program expenses, legal fees paid by the Authority and fees paid to the trustee and paying agents for any bonds or notes to be issued by the Authority for contribution to the Fund and the fees and expenses of any corporate trustee for the Fund.

4.6 The obligation of the Authority to purchase the Local Bonds shall be conditioned upon the availability of moneys in the Fund in such amount and on such terms and conditions as, in the sole judgment of the Authority, will enable it to purchase the Local Bonds.

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

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Bond Purchase Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to purchase the Local Bonds, 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 Bond Purchase Agreement, the Local Government 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 Bond Purchase Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to this Bond Purchase Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Local Bonds next due, from the date of the default until the date of the payment thereof.

5.4 The Local Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.

ARTICLE VI
Other Agreements of the Local Government

6.1 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by the Local Government in the terms and covenants of this Bond Purchase 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 Bond Purchase Agreement.

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Bond Purchase 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 purchasing and receiving the Local Bonds, the Authority and DEP shall have the right to cancel all or any of their obligations under this Bond Purchase Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of the Local Bonds shall be incorrect or incomplete in any material respect or (b) the Local Government 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, the SRF Regulations or this Bond Purchase Agreement.

6.3 The Local Government hereby agrees to repay on or prior to the Date of Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project.

6.4 The Local Government 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 Local Government fails to make any such rebates as required, then the Local Government 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.

6.5 Notwithstanding Section 6.4, the Authority and DEP may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Government to be monitored or cause the rebate calculations for the Local Government to be prepared, in either case at the expense of the Local Government.

6.6 The Local Government hereby agrees to give the Authority and DEP 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.

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

ARTICLE VII
Miscellaneous

7.1 Schedules X and Y shall be attached to this Bond Purchase 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.

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

7.3 This Bond Purchase 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 Bond Purchase Agreement.

7.4 No waiver by any party of any term or condition of this Bond Purchase 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 Bond Purchase Agreement.

7.5 This Bond Purchase Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Local Bonds and constitutes the entire agreement between the parties hereto in respect thereof.

7.6 By execution and delivery of this Bond Purchase Agreement, notwithstanding the date hereof, the Local Government 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.

7.7 This Bond Purchase Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Government from either the Authority or DEP; or

(ii) payment in full of the principal of and interest on the Local Bonds and of any fees and charges owed by the Local Government to the Authority or DEP; provided that the amount of the Local Bonds purchased under this Bond Purchase Agreement in any succeeding fiscal year is contingent upon funds being appropriated by the State legislature or otherwise being available to purchase the Local Bonds. In the event funds are not appropriated or otherwise available to purchase all of the Local Bonds, the responsibility of the Authority and DEP to purchase the Local Bonds is terminated; provided further that the obligation of the Local Government to repay the outstanding amount of the Local Bonds is not terminated due to such non-funding on any balance of the Local Bonds. The DEP agrees to use its best efforts to have the amount contemplated under this Bond Purchase Agreement included in its budget. Non-appropriation or non-funding of the Loan shall not be considered an event of default under this Bond Purchase Agreement.

[Remainder of page intentionally left blank]

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

MINGO COUNTY PUBLIC SERVICE DISTRICT

(SEAL)

By: _____
Its: Chairman
Date: July 17, 2025

Attest:

_____
Its: Secretary

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: _____
Its: Director
Date: July 17, 2025

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: July 17, 2025

Attest:

_____
Its: Authorized Officer

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

SRF-BPA-1
(03/25)

EXHIBIT B
MONTHLY FINANCIAL REPORT

Name of Local Government _____

_____

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

SRF-BPA-1
(03/25)

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 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 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 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 C

PAYMENT REQUISITION FORM

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

EXHIBIT D

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 meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Bond Purchase Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), 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 DEP and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii)) the schematic design for the Project began after July 1, 2012; (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my 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; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the bid documents relating to the Project reflect the Project as approved by the DEP and 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".

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

4. The Project will serve _____ new customers in the _____ area as approved by the Infrastructure Council without substitution.

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

_____

By _____
West Virginia License No. _____

[SEAL]

[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 E

SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. FISCAL SUSTAINABILITY – The Local Government shall submit an acceptable fiscal sustainability plan that complies with Section 603(d)(1)(E) of the Clean Water Act to DEP no later than six months following substantial completion of the Project. This requirement shall be included in the bond closing documents.

C. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

D. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – This Project has been designated as an "equivalency" project and the Local Government must obtain audits in accordance with 2 CFR 200 Subpart F or any successor thereto. Following completion of the Project, financial statement audits are required once all funds have been received by the Local Government.

E. CLOSING REQUIREMENTS – The Closing is contingent on the DEP's receipt of DEP's receipt of an acceptable Final Title Opinion and Final CPA Certificate.

EXHIBIT F

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 Local Government] on [Date].

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Account: $_____

Witness my signature this ___ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

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

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

Ladies and Gentlemen:

We are bond counsel to _____ (the "Local Government"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a bond purchase agreement dated _____, ____, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, ___ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning _____ 1, ____, and ending _____ 1, ____, all as set forth in the "Schedule Y" attached to the Bond Purchase 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 Local Government on _____, as supplemented by the supplemental resolution duly adopted by the Local Government on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Bond Purchase 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase Agreement inures to the benefit of the Authority and the DEP and cannot be amended so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Local Government without the consent of the Authority and the DEP.

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 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 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 Bond Purchase Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Government to the Authority and are valid, legally enforceable and binding special obligations of the Local Government, 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. Under the Act, the Local Bonds and any interest thereon are exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

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,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

A. Series A Bonds (CWSRF Base Program)

Principal Amount of Series A Bonds	$1,644,466
Purchase Price of Series A Bonds	$1,644,466

Beginning Date: January 1, 2018
Expiration Date: September 30, 2030

The Series A Bonds shall bear interest at a rate of 0.25% per annum. Commencing March 1, 2027, principal of and interest on the Local Bonds is payable quarterly, with an administrative fee of 0.25%. 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 Local Government shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account is not fully funded at closing, the Local Government shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Commission. The Local Government shall instruct the Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

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

The Local Government may prepay the Series A Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and DEP. The Local Government shall request approval from the Authority and DEP in writing of any proposed debt which will be issued by the Local Government on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

Number of Proposed New Customers to Be Served: 40
Location: Chattaroy area of Mingo County

As of the date of the Bond Purchase Agreement, the Series A Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government:

Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original aggregate principal amount of $2,552,180.

B. Series B Bonds (CWSRF Forgiveness)

Principal Amount of Series B Bonds	$350,000
Purchase Price of Series B Bonds	$350,000

The Series B Bonds shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Series B Bonds. The principal amounts advanced under the Series B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series B Bonds shall be deemed no longer outstanding after the last advance is forgiven.

SCHEDULE Y
DEBT SERVICE SCHEDULE

Net Debt Service
Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
3/1/2027	10,300	1,040.29	11,340.29	531.86	11,872.15
6/1/2027	10,306	1,033.85	11,339.85	531.86	11,871.71
9/1/2027	10,313	1,027.41	11,340.41	531.86	11,872.27
12/1/2027	10,319	1,020.97	11,339.97	531.86	11,871.83
3/1/2028	10,326	1,014.52	11,340.52	531.86	11,872.38
6/1/2028	10,332	1,008.06	11,340.06	531.86	11,871.92
9/1/2028	10,339	1,001.61	11,340.61	531.86	11,872.47
12/1/2028	10,345	995.14	11,340.14	531.86	11,872.00
3/1/2029	10,351	988.68	11,339.68	531.86	11,871.54
6/1/2029	10,358	982.21	11,340.21	531.86	11,872.07
9/1/2029	10,364	975.74	11,339.74	531.86	11,871.60
12/1/2029	10,371	969.26	11,340.26	531.86	11,872.12
3/1/2030	10,377	962.78	11,339.78	531.86	11,871.64
6/1/2030	10,384	956.29	11,340.29	531.86	11,872.15
9/1/2030	10,390	949.80	11,339.80	531.86	11,871.66
12/1/2030	10,397	943.31	11,340.31	531.86	11,872.17
3/1/2031	10,403	936.81	11,339.81	531.86	11,871.67
6/1/2031	10,410	930.31	11,340.31	531.86	11,872.17
9/1/2031	10,416	923.80	11,339.80	531.86	11,871.66
12/1/2031	10,423	917.29	11,340.29	531.86	11,872.15
3/1/2032	10,429	910.78	11,339.78	531.86	11,871.64
6/1/2032	10,436	904.26	11,340.26	531.86	11,872.12
9/1/2032	10,442	897.74	11,339.74	531.86	11,871.60
12/1/2032	10,449	891.21	11,340.21	531.86	11,872.07
3/1/2033	10,455	884.68	11,339.68	531.86	11,871.54
6/1/2033	10,462	878.14	11,340.14	531.86	11,872.00
9/1/2033	10,469	871.61	11,340.61	531.86	11,872.47
12/1/2033	10,475	865.06	11,340.06	531.86	11,871.92
3/1/2034	10,482	858.52	11,340.52	531.86	11,872.38
6/1/2034	10,488	851.96	11,339.96	531.86	11,871.82
9/1/2034	10,495	845.41	11,340.41	531.86	11,872.27
12/1/2034	10,501	838.85	11,339.85	531.86	11,871.71
3/1/2035	10,508	832.29	11,340.29	531.86	11,872.15
6/1/2035	10,514	825.72	11,339.72	531.86	11,871.58
9/1/2035	10,521	819.15	11,340.15	531.86	11,872.01
12/1/2035	10,528	812.57	11,340.57	531.86	11,872.43
3/1/2036	10,534	805.99	11,339.99	531.86	11,871.85
6/1/2036	10,541	799.41	11,340.41	531.86	11,872.27
9/1/2036	10,547	792.82	11,339.82	531.86	11,871.68
12/1/2036	10,554	786.23	11,340.23	531.86	11,872.09
3/1/2037	10,560	779.63	11,339.63	531.86	11,871.49
6/1/2037	10,567	773.03	11,340.03	531.86	11,871.89
9/1/2037	10,574	766.43	11,340.43	531.86	11,872.29
12/1/2037	10,580	759.82	11,339.82	531.86	11,871.68
3/1/2038	10,587	753.21	11,340.21	531.86	11,872.07
6/1/2038	10,594	746.59	11,340.59	531.86	11,872.45

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
9/1/2038	10,600	739.97	11,339.97	531.86	11,871.83
12/1/2038	10,607	733.34	11,340.34	531.86	11,872.20
3/1/2039	10,613	726.71	11,339.71	531.86	11,871.57
6/1/2039	10,620	720.08	11,340.08	531.86	11,871.94
9/1/2039	10,627	713.44	11,340.44	531.86	11,872.30
12/1/2039	10,633	706.80	11,339.80	531.86	11,871.66
3/1/2040	10,640	700.16	11,340.16	531.86	11,872.02
6/1/2040	10,647	693.51	11,340.51	531.86	11,872.37
9/1/2040	10,653	686.85	11,339.85	531.86	11,871.71
12/1/2040	10,660	680.19	11,340.19	531.86	11,872.05
3/1/2041	10,667	673.53	11,340.53	531.86	11,872.39
6/1/2041	10,673	666.86	11,339.86	531.86	11,871.72
9/1/2041	10,680	660.19	11,340.19	531.86	11,872.05
12/1/2041	10,687	653.52	11,340.52	531.86	11,872.38
3/1/2042	10,693	646.84	11,339.84	531.86	11,871.70
6/1/2042	10,700	640.16	11,340.16	531.86	11,872.02
9/1/2042	10,707	633.47	11,340.47	531.86	11,872.33
12/1/2042	10,713	626.78	11,339.78	531.86	11,871.64
3/1/2043	10,720	620.08	11,340.08	531.86	11,871.94
6/1/2043	10,727	613.38	11,340.38	531.86	11,872.24
9/1/2043	10,733	606.68	11,339.68	531.86	11,871.54
12/1/2043	10,740	599.97	11,339.97	531.86	11,871.83
3/1/2044	10,747	593.26	11,340.26	531.86	11,872.12
6/1/2044	10,754	586.54	11,340.54	531.86	11,872.40
9/1/2044	10,760	579.82	11,339.82	531.86	11,871.68
12/1/2044	10,767	573.09	11,340.09	531.86	11,871.95
3/1/2045	10,774	566.36	11,340.36	531.86	11,872.22
6/1/2045	10,780	559.63	11,339.63	531.86	11,871.49
9/1/2045	10,787	552.89	11,339.89	531.86	11,871.75
12/1/2045	10,794	546.15	11,340.15	531.86	11,872.01
3/1/2046	10,801	539.40	11,340.40	531.86	11,872.26
6/1/2046	10,807	532.65	11,339.65	531.86	11,871.51
9/1/2046	10,814	525.90	11,339.90	531.86	11,871.76
12/1/2046	10,821	519.14	11,340.14	531.86	11,872.00
3/1/2047	10,828	512.38	11,340.38	531.86	11,872.24
6/1/2047	10,834	505.61	11,339.61	531.86	11,871.47
9/1/2047	10,841	498.84	11,339.84	531.86	11,871.70
12/1/2047	10,848	492.06	11,340.06	531.86	11,871.92
3/1/2048	10,855	485.28	11,340.28	531.86	11,872.14
6/1/2048	10,862	478.50	11,340.50	531.86	11,872.36
9/1/2048	10,868	471.71	11,339.71	531.86	11,871.57
12/1/2048	10,875	464.92	11,339.92	531.86	11,871.78
3/1/2049	10,882	458.12	11,340.12	531.86	11,871.98
6/1/2049	10,889	451.32	11,340.32	531.86	11,872.18
9/1/2049	10,896	444.51	11,340.51	531.86	11,872.37
12/1/2049	10,902	437.70	11,339.70	531.86	11,871.56

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
3/1/2050	10,909	430.89	11,339.89	531.86	11,871.75
6/1/2050	10,916	424.07	11,340.07	531.86	11,871.93
9/1/2050	10,923	417.25	11,340.25	531.86	11,872.11
12/1/2050	10,930	410.42	11,340.42	531.86	11,872.28
3/1/2051	10,937	403.59	11,340.59	531.86	11,872.45
6/1/2051	10,943	396.76	11,339.76	531.86	11,871.62
9/1/2051	10,950	389.92	11,339.92	531.86	11,871.78
12/1/2051	10,957	383.07	11,340.07	531.86	11,871.93
3/1/2052	10,964	376.22	11,340.22	531.86	11,872.08
6/1/2052	10,971	369.37	11,340.37	531.86	11,872.23
9/1/2052	10,978	362.52	11,340.52	531.86	11,872.38
12/1/2052	10,984	355.65	11,339.65	531.86	11,871.51
3/1/2053	10,991	348.79	11,339.79	531.86	11,871.65
6/1/2053	10,998	341.92	11,339.92	531.86	11,871.78
9/1/2053	11,005	335.05	11,340.05	531.86	11,871.91
12/1/2053	11,012	328.17	11,340.17	531.86	11,872.03
3/1/2054	11,019	321.29	11,340.29	531.86	11,872.15
6/1/2054	11,026	314.40	11,340.40	531.86	11,872.26
9/1/2054	11,033	307.51	11,340.51	531.86	11,872.37
12/1/2054	11,039	300.61	11,339.61	531.86	11,871.47
3/1/2055	11,046	293.71	11,339.71	531.86	11,871.57
6/1/2055	11,053	286.81	11,339.81	531.86	11,871.67
9/1/2055	11,060	279.90	11,339.90	531.86	11,871.76
12/1/2055	11,067	272.99	11,339.99	531.86	11,871.85
3/1/2056	11,074	266.07	11,340.07	531.86	11,871.93
6/1/2056	11,081	259.15	11,340.15	531.86	11,872.01
9/1/2056	11,088	252.22	11,340.22	531.86	11,872.08
12/1/2056	11,095	245.29	11,340.29	531.86	11,872.15
3/1/2057	11,102	238.36	11,340.36	531.86	11,872.22
6/1/2057	11,109	231.42	11,340.42	531.86	11,872.28
9/1/2057	11,116	224.48	11,340.48	531.86	11,872.34
12/1/2057	11,123	217.53	11,340.53	531.86	11,872.39
3/1/2058	11,130	210.58	11,340.58	531.86	11,872.44
6/1/2058	11,136	203.62	11,339.62	531.86	11,871.48
9/1/2058	11,143	196.66	11,339.66	531.86	11,871.52
12/1/2058	11,150	189.70	11,339.70	531.86	11,871.56
3/1/2059	11,157	182.73	11,339.73	531.86	11,871.59
6/1/2059	11,164	175.76	11,339.76	531.86	11,871.62
9/1/2059	11,171	168.78	11,339.78	531.86	11,871.64
12/1/2059	11,178	161.80	11,339.80	531.86	11,871.66
3/1/2060	11,185	154.81	11,339.81	531.86	11,871.67
6/1/2060	11,192	147.82	11,339.82	531.86	11,871.68
9/1/2060	11,199	140.82	11,339.82	531.86	11,871.68
12/1/2060	11,206	133.83	11,339.83	531.86	11,871.69
3/1/2061	11,213	126.82	11,339.82	531.86	11,871.68
6/1/2061	11,220	119.81	11,339.81	531.86	11,871.67

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
9/1/2061	11,227	112.80	11,339.80	531.86	11,871.66
12/1/2061	11,234	105.78	11,339.78	531.86	11,871.64
3/1/2062	11,241	98.76	11,339.76	531.86	11,871.62
6/1/2062	11,248	91.74	11,339.74	531.86	11,871.60
9/1/2062	11,255	84.71	11,339.71	531.86	11,871.57
12/1/2062	11,262	77.67	11,339.67	531.86	11,871.53
3/1/2063	11,269	70.63	11,339.63	531.86	11,871.49
6/1/2063	11,277	63.59	11,340.59	531.86	11,872.45
9/1/2063	11,284	56.54	11,340.54	531.86	11,872.40
12/1/2063	11,291	49.49	11,340.49	531.86	11,872.35
3/1/2064	11,298	42.43	11,340.43	531.86	11,872.29
6/1/2064	11,305	35.37	11,340.37	531.86	11,872.23
9/1/2064	11,312	28.31	11,340.31	531.86	11,872.17
12/1/2064	11,319	21.24	11,340.24	531.86	11,872.10
3/1/2065	11,326	14.16	11,340.16	531.86	11,872.02
6/1/2065	11,333	7.08	11,340.08	532.19	11,872.27
	1,664,466	81,906.77	1,746,372.77	81,906.77	1,828,279.54

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

WEST VIRGINIA
Infrastructure & Jobs Development Council

January 7, 2021

J. B. Heflin
Mingo County PSD
P. O. Box 98
Naugatuck, WV 25685

Re: Mingo County PSD
Sewer Project 2018S-1776
Approval of Change in Scope, Cost & Funding

Dear Mr. Heflin:

At its January 6, 2021 meeting, the West Virginia Infrastructure & Jobs Development Council (Council) approved a change in scope, that is technically feasible, for the above-named project (Project). Specifically, the approved revisions are as follows:

Loan Information:
CWSRF Loan (0.5%, 30 yrs.) $891,110.00

Grant Information:
ACE Grant $1,050,000.00
ARC Grant $748,520.00
IJDC District 3 Grant $500,000.00
WV DEP LCAP Grant $1,192,000.00

Total estimated project cost is $4,381,630.00.

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

Sincerely,

Wayne D. Morgan
Executive Director

cc: Kathy Emery, WV Department of Environmental Protection
Kathy Elliott, Project Administrator

Jonathan Carpenter, Thrasher Engineering
Samme Gee, Jackson Kelly PLLC
Marie Prezioso, WV Water Development Authority

WEST VIRGINIA
Infrastructure & Jobs Development Council

February 05, 2025

MINGO COUNTY PSD
Attention: Mr J B Heflin
P O Box 98
Naugatuck, WV 25685

Re: MINGO COUNTY PSD
Sewer Line Upgrade/Replacement Project No. 2018S-1776
Bid Overrun – Revised Binding Commitment
(Action Required by February 05, 2026)

Dear Mr J B Heflin:

At its **February 05, 2025** meeting, the West Virginia Infrastructure and Jobs Development Council (Council) voted to provide this binding offer of a $500,000.00 Infrastructure Fund grant (Grant) and an additional $165,000.00 IJDC Bid Overrun grant (Grant) for the above-named project (Project). The Loan and Grant amounts will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference.

This binding commitment shall expire **February 05, 2026.** If you have any questions regarding this matter, please contact Wayne Morgan, Executive Director (304) 414-6501 (X106).

Sincerely,

Wayne D Morgan

Wayne Morgan
Executive Director

cc: WV WDA, Marie Prezioso

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

MINGO COUNTY PSD

By: _____

Its: Gen Manager

Date: 2-12-25

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

MINGO COUNTY PSD
Sewer Project 2018S-1776

SCHEDULE A

A. Approximate Amount:

$0.00	Loan
$665,000.00	Grant
$665,000.00	Total

B. Grant: $500,000.00

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

2. Special Conditions: None

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

C. Grant: $165,000.00 Bid Overrun grant

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

4. Special Conditions: None

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

D. Other Fundings:

CWSRF Loan	$1,664,466.00
ARC Grant	$2,433,439.70
WVDEP LCAP Grant	$1,551,620.00
ACE Grant	$1,050,000.00
CWSRF PF	$350,000.00
WDA EEGF	$580,933.00

E. Total Project Cost: $8,295,459.00

F. Proposed User Rates: Approximately 49.93/ 3,400 gallons

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0463

Harold D. Ward, Cabinet Secretary
dep.wv.gov

March 18, 2025

Mr. Robert Adams, Chairman
Mingo County PSD
1 Riverside Drive
Naugatuck, WV 25685

RE: Mingo County PSD
SRF No. C-544312
Binding Commitment

Dear Chairman Adams:

This letter is to provide an extension to Mingo County PSD's binding commitment letter issued December 6, 2024. The expiration date was February 28, 2025.

We are hereby extending our loan commitment for six months from the expiration date, which will be August 28, 2025. All other terms and conditions of our original commitment letter remain effective.

Should you have any questions, please do not hesitate to contact me at (304) 414-3830 or at Katheryn.D.Emery@wv.gov.

Sincerely,

Katheryn D. Emery, P.E.
Program Manager
State Revolving Funds

KDE/th

cc: Samme Gee, Esq., Jackson Kelly (via email)
Jesse Alden, The Thrasher Group (via email)

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 17th day of July, 2025, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of Mingo County Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received from the Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), of the Issuer, in the principal amount of $1,664,466 numbered AR-1 (the "Series 2025 A Bonds") and the Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), of the Issuer, in the principal amount of $350,000 numbered BR-1 (the "Series 2025 B Bonds") (collectively, the "Series 2025 Bonds"), each issued as a single, fully registered bond, and both dated July 17, 2025.

2. At the time of such receipt, all the Series 2025 Bonds have been executed by the Chairman and the Secretary of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Series 2025 Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2025 A Bonds, of the sum of $417,986, being a portion of the principal amount of the Series 2025 A Bonds. The balance of the principal amount of the Series 2025 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2025 B Bonds, of the sum of $35,520, being a portion of the principal amount of the Series 2025 B Bonds. The balance of the principal amount of the Series 2025 B Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

WITNESS our respective signatures on the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Authorized Representative

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

United Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

On this 17th day of July, 2025, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of Mingo County Public Service District Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), in the principal amount of $1,664,466, dated July 17, 2025 (the "Series 2025 A Bond") and Bond No. BR-1, constituting the entire original issue of Mingo County Public Service District Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), in the principal amount of $350,000, dated July 17, 2025 (the "Series 2025 B Bonds") (collectively, the "Series 2025 Bonds") executed by the Chairman and Secretary of Mingo County Public Service District (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on June 30, 2025 and a Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the Series 2025 Bonds, duly certified by the Secretary of the Issuer;

(3) Executed counterparts of a bond purchase agreement for the Series 2025 Bonds, dated July 17, 2025, by and among the Issuer, the Authority, and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement"); and

(4) An executed opinion of nationally recognized bond counsel regarding the validity of the Bond Purchase Agreement and the Series 2025 A Bonds.

You are hereby requested and authorized to deliver the Series 2025 A Bonds to the Authority upon payment to the Issuer of the sum of $417,986, representing a portion of the principal amount of the Series 2025 A Bonds. Prior to such delivery of the Series 2025 A Bonds, you will please cause the Series 2025 A Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

You are hereby requested and authorized to deliver the Series 2025 B Bonds to the Authority upon payment to the Issuer of the sum of $35,520, representing a portion of the principal amount of the Series 2025 B Bonds. Prior to such delivery of the Series 2025 B Bonds, you will please cause the Series 2025 B Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINGO COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2025 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $1,664,466

KNOW ALL MEN BY THESE PRESENTS: The 17th day of July, 2025, that MINGO COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Mingo County 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 ONE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS ($1,664,466), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027 to and including June 1, 2065, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 0.25% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027, to and including June 1, 2065, as set forth on the "Debt Service Schedule: attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of 0.25% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027, as set forth on said EXHIBIT B.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated July 17, 2025.

This Bond is issued (i) to pay the Prior Note; (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the Bonds (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16,

Article 13A, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on June 30, 2025, and a Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED NOVEMBER 9, 2005, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $2,552,180 (THE "SERIES 2005 A BONDS" OR THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2025 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2025 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2025 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of United Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

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

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

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

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

IN WITNESS WHEREOF, MINGO 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 the day and year first written above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: July 17, 2025.

UNITED BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $417,986	07/17/2025	(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

Net Debt Service

Mingo County PSD

CWSRF

$1,664,466

0.25% Interest Rate

0.25% Administrative Fee

40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
3/1/2027	10,300	1,040.29	11,340.29	531.86	11,872.15
6/1/2027	10,306	1,033.85	11,339.85	531.86	11,871.71
9/1/2027	10,313	1,027.41	11,340.41	531.86	11,872.27
12/1/2027	10,319	1,020.97	11,339.97	531.86	11,871.83
3/1/2028	10,326	1,014.52	11,340.52	531.86	11,872.38
6/1/2028	10,332	1,008.06	11,340.06	531.86	11,871.92
9/1/2028	10,339	1,001.61	11,340.61	531.86	11,872.47
12/1/2028	10,345	995.14	11,340.14	531.86	11,872.00
3/1/2029	10,351	988.68	11,339.68	531.86	11,871.54
6/1/2029	10,358	982.21	11,340.21	531.86	11,872.07
9/1/2029	10,364	975.74	11,339.74	531.86	11,871.60
12/1/2029	10,371	969.26	11,340.26	531.86	11,872.12
3/1/2030	10,377	962.78	11,339.78	531.86	11,871.64
6/1/2030	10,384	956.29	11,340.29	531.86	11,872.15
9/1/2030	10,390	949.80	11,339.80	531.86	11,871.66
12/1/2030	10,397	943.31	11,340.31	531.86	11,872.17
3/1/2031	10,403	936.81	11,339.81	531.86	11,871.67
6/1/2031	10,410	930.31	11,340.31	531.86	11,872.17
9/1/2031	10,416	923.80	11,339.80	531.86	11,871.66
12/1/2031	10,423	917.29	11,340.29	531.86	11,872.15
3/1/2032	10,429	910.78	11,339.78	531.86	11,871.64
6/1/2032	10,436	904.26	11,340.26	531.86	11,872.12
9/1/2032	10,442	897.74	11,339.74	531.86	11,871.60
12/1/2032	10,449	891.21	11,340.21	531.86	11,872.07
3/1/2033	10,455	884.68	11,339.68	531.86	11,871.54
6/1/2033	10,462	878.14	11,340.14	531.86	11,872.00
9/1/2033	10,469	871.61	11,340.61	531.86	11,872.47
12/1/2033	10,475	865.06	11,340.06	531.86	11,871.92
3/1/2034	10,482	858.52	11,340.52	531.86	11,872.38
6/1/2034	10,488	851.96	11,339.96	531.86	11,871.82
9/1/2034	10,495	845.41	11,340.41	531.86	11,872.27
12/1/2034	10,501	838.85	11,339.85	531.86	11,871.71
3/1/2035	10,508	832.29	11,340.29	531.86	11,872.15
6/1/2035	10,514	825.72	11,339.72	531.86	11,871.58
9/1/2035	10,521	819.15	11,340.15	531.86	11,872.01
12/1/2035	10,528	812.57	11,340.57	531.86	11,872.43
3/1/2036	10,534	805.99	11,339.99	531.86	11,871.85
6/1/2036	10,541	799.41	11,340.41	531.86	11,872.27
9/1/2036	10,547	792.82	11,339.82	531.86	11,871.68
12/1/2036	10,554	786.23	11,340.23	531.86	11,872.09
3/1/2037	10,560	779.63	11,339.63	531.86	11,871.49
6/1/2037	10,567	773.03	11,340.03	531.86	11,871.89
9/1/2037	10,574	766.43	11,340.43	531.86	11,872.29
12/1/2037	10,580	759.82	11,339.82	531.86	11,871.68
3/1/2038	10,587	753.21	11,340.21	531.86	11,872.07
6/1/2038	10,594	746.59	11,340.59	531.86	11,872.45

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD

CWSRF

$1,664,466

0.25% Interest Rate

0.25% Administrative Fee

40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
9/1/2038	10,600	739.97	11,339.97	531.86	11,871.83
12/1/2038	10,607	733.34	11,340.34	531.86	11,872.20
3/1/2039	10,613	726.71	11,339.71	531.86	11,871.57
6/1/2039	10,620	720.08	11,340.08	531.86	11,871.94
9/1/2039	10,627	713.44	11,340.44	531.86	11,872.30
12/1/2039	10,633	706.80	11,339.80	531.86	11,871.66
3/1/2040	10,640	700.16	11,340.16	531.86	11,872.02
6/1/2040	10,647	693.51	11,340.51	531.86	11,872.37
9/1/2040	10,653	686.85	11,339.85	531.86	11,871.71
12/1/2040	10,660	680.19	11,340.19	531.86	11,872.05
3/1/2041	10,667	673.53	11,340.53	531.86	11,872.39
6/1/2041	10,673	666.86	11,339.86	531.86	11,871.72
9/1/2041	10,680	660.19	11,340.19	531.86	11,872.05
12/1/2041	10,687	653.52	11,340.52	531.86	11,872.38
3/1/2042	10,693	646.84	11,339.84	531.86	11,871.70
6/1/2042	10,700	640.16	11,340.16	531.86	11,872.02
9/1/2042	10,707	633.47	11,340.47	531.86	11,872.33
12/1/2042	10,713	626.78	11,339.78	531.86	11,871.64
3/1/2043	10,720	620.08	11,340.08	531.86	11,871.94
6/1/2043	10,727	613.38	11,340.38	531.86	11,872.24
9/1/2043	10,733	606.68	11,339.68	531.86	11,871.54
12/1/2043	10,740	599.97	11,339.97	531.86	11,871.83
3/1/2044	10,747	593.26	11,340.26	531.86	11,872.12
6/1/2044	10,754	586.54	11,340.54	531.86	11,872.40
9/1/2044	10,760	579.82	11,339.82	531.86	11,871.68
12/1/2044	10,767	573.09	11,340.09	531.86	11,871.95
3/1/2045	10,774	566.36	11,340.36	531.86	11,872.22
6/1/2045	10,780	559.63	11,339.63	531.86	11,871.49
9/1/2045	10,787	552.89	11,339.89	531.86	11,871.75
12/1/2045	10,794	546.15	11,340.15	531.86	11,872.01
3/1/2046	10,801	539.40	11,340.40	531.86	11,872.26
6/1/2046	10,807	532.65	11,339.65	531.86	11,871.51
9/1/2046	10,814	525.90	11,339.90	531.86	11,871.76
12/1/2046	10,821	519.14	11,340.14	531.86	11,872.00
3/1/2047	10,828	512.38	11,340.38	531.86	11,872.24
6/1/2047	10,834	505.61	11,339.61	531.86	11,871.47
9/1/2047	10,841	498.84	11,339.84	531.86	11,871.70
12/1/2047	10,848	492.06	11,340.06	531.86	11,871.92
3/1/2048	10,855	485.28	11,340.28	531.86	11,872.14
6/1/2048	10,862	478.50	11,340.50	531.86	11,872.36
9/1/2048	10,868	471.71	11,339.71	531.86	11,871.57
12/1/2048	10,875	464.92	11,339.92	531.86	11,871.78
3/1/2049	10,882	458.12	11,340.12	531.86	11,871.98
6/1/2049	10,889	451.32	11,340.32	531.86	11,872.18
9/1/2049	10,896	444.51	11,340.51	531.86	11,872.37
12/1/2049	10,902	437.70	11,339.70	531.86	11,871.56

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
3/1/2050	10,909	430.89	11,339.89	531.86	11,871.75
6/1/2050	10,916	424.07	11,340.07	531.86	11,871.93
9/1/2050	10,923	417.25	11,340.25	531.86	11,872.11
12/1/2050	10,930	410.42	11,340.42	531.86	11,872.28
3/1/2051	10,937	403.59	11,340.59	531.86	11,872.45
6/1/2051	10,943	396.76	11,339.76	531.86	11,871.62
9/1/2051	10,950	389.92	11,339.92	531.86	11,871.78
12/1/2051	10,957	383.07	11,340.07	531.86	11,871.93
3/1/2052	10,964	376.22	11,340.22	531.86	11,872.08
6/1/2052	10,971	369.37	11,340.37	531.86	11,872.23
9/1/2052	10,978	362.52	11,340.52	531.86	11,872.38
12/1/2052	10,984	355.65	11,339.65	531.86	11,871.51
3/1/2053	10,991	348.79	11,339.79	531.86	11,871.65
6/1/2053	10,998	341.92	11,339.92	531.86	11,871.78
9/1/2053	11,005	335.05	11,340.05	531.86	11,871.91
12/1/2053	11,012	328.17	11,340.17	531.86	11,872.03
3/1/2054	11,019	321.29	11,340.29	531.86	11,872.15
6/1/2054	11,026	314.40	11,340.40	531.86	11,872.26
9/1/2054	11,033	307.51	11,340.51	531.86	11,872.37
12/1/2054	11,039	300.61	11,339.61	531.86	11,871.47
3/1/2055	11,046	293.71	11,339.71	531.86	11,871.57
6/1/2055	11,053	286.81	11,339.81	531.86	11,871.67
9/1/2055	11,060	279.90	11,339.90	531.86	11,871.76
12/1/2055	11,067	272.99	11,339.99	531.86	11,871.85
3/1/2056	11,074	266.07	11,340.07	531.86	11,871.93
6/1/2056	11,081	259.15	11,340.15	531.86	11,872.01
9/1/2056	11,088	252.22	11,340.22	531.86	11,872.08
12/1/2056	11,095	245.29	11,340.29	531.86	11,872.15
3/1/2057	11,102	238.36	11,340.36	531.86	11,872.22
6/1/2057	11,109	231.42	11,340.42	531.86	11,872.28
9/1/2057	11,116	224.48	11,340.48	531.86	11,872.34
12/1/2057	11,123	217.53	11,340.53	531.86	11,872.39
3/1/2058	11,130	210.58	11,340.58	531.86	11,872.44
6/1/2058	11,136	203.62	11,339.62	531.86	11,871.48
9/1/2058	11,143	196.66	11,339.66	531.86	11,871.52
12/1/2058	11,150	189.70	11,339.70	531.86	11,871.56
3/1/2059	11,157	182.73	11,339.73	531.86	11,871.59
6/1/2059	11,164	175.76	11,339.76	531.86	11,871.62
9/1/2059	11,171	168.78	11,339.78	531.86	11,871.64
12/1/2059	11,178	161.80	11,339.80	531.86	11,871.66
3/1/2060	11,185	154.81	11,339.81	531.86	11,871.67
6/1/2060	11,192	147.82	11,339.82	531.86	11,871.68
9/1/2060	11,199	140.82	11,339.82	531.86	11,871.68
12/1/2060	11,206	133.83	11,339.83	531.86	11,871.69
3/1/2061	11,213	126.82	11,339.82	531.86	11,871.68
6/1/2061	11,220	119.81	11,339.81	531.86	11,871.67

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

Net Debt Service

Mingo County PSD
CWSRF
$1,664,466
0.25% Interest Rate
0.25% Administrative Fee
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Admin Fee	Net Debt Service
9/1/2061	11,227	112.80	11,339.80	531.86	11,871.66
12/1/2061	11,234	105.78	11,339.78	531.86	11,871.64
3/1/2062	11,241	98.76	11,339.76	531.86	11,871.62
6/1/2062	11,248	91.74	11,339.74	531.86	11,871.60
9/1/2062	11,255	84.71	11,339.71	531.86	11,871.57
12/1/2062	11,262	77.67	11,339.67	531.86	11,871.53
3/1/2063	11,269	70.63	11,339.63	531.86	11,871.49
6/1/2063	11,277	63.59	11,340.59	531.86	11,872.45
9/1/2063	11,284	56.54	11,340.54	531.86	11,872.40
12/1/2063	11,291	49.49	11,340.49	531.86	11,872.35
3/1/2064	11,298	42.43	11,340.43	531.86	11,872.29
6/1/2064	11,305	35.37	11,340.37	531.86	11,872.23
9/1/2064	11,312	28.31	11,340.31	531.86	11,872.17
12/1/2064	11,319	21.24	11,340.24	531.86	11,872.10
3/1/2065	11,326	14.16	11,340.16	531.86	11,872.02
6/1/2065	11,333	7.08	11,340.08	532.19	11,872.27
	1,664,466	81,906.77	1,746,372.77	81,906.77	1,828,279.54

Quarterly administration fee is calculated based on 0.25% of the loan payments and will be $531.86, with a final payment of $532.19, to total $81,906.77.

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____
_____
the within Bond and does hereby irrevocably constitute and appoint _____
_____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20_____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINGO COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2025 B
(WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

No. BR-1 $350,000

KNOW ALL PERSONS BY THESE PRESENTS: The 17th day of July, 2025, that the MINGO COUNTY PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia in Mingo County 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 THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2025 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2025 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2025 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement (the "Bond Purchase Agreement") by and among the Issuer, the Authority and the DEP, dated July 17, 2025.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements 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 13, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Resolution duly adopted by the Issuer on June 30, 2025, and a Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (as defined in the Bond Legislation) by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond,

together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in 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.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the MINGO 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 the day and year first written above.

[SEAL]

Chairman

ATTEST:

Secretary

SPECIMEN

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: July 17, 2025.

UNITED BANK
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $35,520	07/17/2025	(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 $_____

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

Writer's Contact Information

July 17, 2025

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program)

Mingo County Public Service District
Naugatuck, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Mingo County Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $1,664,466 Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), dated the date hereof (the "Series 2025 A Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a Bond Purchase Agreement dated July 17, 2025, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Series 2025 A Bonds, which are to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Series 2025 A Bonds are originally issued in the form of one bond, registered as to principal and interest to the Authority, bearing interest at the rate of 0.25% per annum, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027 and with principal installments payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2027 to and including June 1, 2065 all as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2025 A Bonds. The SRF Administrative Fee of 0.25% shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year commencing March 1, 2027, as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2025 A Bonds.

The Series 2025 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and

Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying the Prior Note; (ii) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on June 30, 2025, as supplemented by a Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Series 2025 A Bonds are authorized and issued, and the Bond Purchase Agreement has been entered into. The Series 2025 A Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Bond Purchase Agreement when used herein.

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

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Series 2025 A Bonds, all under the Act and other applicable provisions of law.

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

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase Agreement.

4. The Series 2025 A Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original principal amount of $2,552,180 (the "Prior Bonds"), all in accordance with the terms of the Series 2025 A Bonds and the Bond Legislation.

5. The Series 2025 A Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Series 2025 A Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Series 2025 A Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes. We express no opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Series 2025 A Bonds.

It is to be understood that the rights of the Holders of the Series 2025 A Bonds and the enforceability of the Series 2025 A Bonds, the Bond Purchase Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion and the application of equitable remedies in appropriate cases.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

Flaherty℠
FLAHERTY | SENSABAUGH | BONASSO PLLC

CHARLESTON, WV
MORGANTOWN, WV
WHEELING, WV

William J. Aubel, Esq.
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304.205.6374

July 17, 2025

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

Mingo County Public Service District
Naugatuck, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Mingo County Public Service District, a public service district, in Mingo County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a bond purchase agreement for the Series 2025 Bonds dated July 17, 2025, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), the Bond Resolution duly adopted by the Issuer on June 30, 2025, as supplemented by the Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Legislation"), and other documents, papers, agreements, instruments and certificates relating to the above-captioned bonds of the Issuer (collectively, the "Series 2025 Bonds") and orders of The County Commission of Mingo County relating to the Issuer and the appointment of the members of the Public Service Board of the Issuer. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Bond Purchase Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a public service district and public corporation and political subdivision of the State of West Virginia.

2. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, constitutes a valid and binding agreement of the Issuer, enforceable in accordance with its terms.

3. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly appointed and elected, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

4. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect.

5. The execution and delivery of the Series 2025 Bonds and the Bond Purchase Agreement and the consummation of the transactions contemplated by the Series 2025 Bonds, the Bond Purchase Agreement and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any order, resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

6. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Series 2025 Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders, certificates, consents and approvals from the West Virginia Department of Environmental Protection and the County Commission of Mingo County, and has taken any other action required for the imposition of such rates and charges.

7. To the best of our knowledge, there is no litigation, action, 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 Bond Purchase Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Series 2025 Bonds or the collection or pledge of the Net Revenues therefor.

8. We have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug-free workplace plan, and the contracts contain language that complies with the Drug-Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. We have also verified that all successful bidders have made required provisions for all insurance and payment and performance bonds and we have reviewed such insurance policies or binders and such bonds for accuracy. We have reviewed the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project and verified 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, the Bond Legislation and the Bond Purchase Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very truly yours,



William J. Aubel

KAY CASTO & CHANEY PLLC
Attorneys at Law

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July 17, 2025

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

Mingo County Public Service District
Naugatuck, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are special counsel to the Mingo County Public Service District, a public service district in Mingo County, West Virginia (the "Issuer"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Bond Purchase Agreement when used herein.

We are of the opinion that:

1. The Issuer has adopted a resolution on June 21, 2023, prescribing such rates and charges. Since the Issuer satisfies the customer and gross revenue thresholds of West Virginia Code Section 16-13A-9, the Public Service Commission of West Virginia (the "PSC") does not have any regulatory authority over the Issuer's rates and charges. The Mingo County Commission failed to take any action within the 45-day period therefore resulting in the rate increase becoming effective on August 5, 2023.

2. Since the Issuer satisfies the customer and gross revenue thresholds for West Virginia Code Section 24-2-11, the Issuer is no longer required to obtain a certificate of public convenience and necessity from the PSC prior to the construction of additions, betterments and

improvements for the System. The Issuer may issue bonds and undertake construction projects without PSC oversight. The Issuer has adopted a Project Resolution dated June 21, 2023, pursuant to 24-2-11.

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

Sincerely,

KAY CASTO & CHANEY PLLC

JRM/bg

Flaherty℠
FLAHERTY | SENSABAUGH | BONASSO PLLC

CHARLESTON, WV
MORGANTOWN, WV
WHEELING, WV

William J. Aubel, Esq.
waubel@flahertylegal.com
304-205-6374

July 17, 2025

Mingo County Public Service District
1 Riverside Drive
Naugatuck, WV 25685

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

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

Re: Final Title Opinion for Mingo County Public Service District
Chattaroy Sewer Extension Project

Ladies and Gentlemen:

We are counsel to the Mingo County Public Service District (the "Issuer") in connection with a proposed project to construct a duly authorized sewer system project known as the Chattaroy Sewer Extension Project (the "Project"). We provide this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") for the Project. Please be advised of the following:

1. We are of the opinion that the Issuer is a duly created and validly existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia to construct, operate, and maintain the Project as approved by the DEP.

2. The project engineer, The Thrasher Group, Inc. ("Thrasher"), 1000 Corporate Landing, Charleston, WV 25311, has verified that the following permits, certificates, and other items are legally necessary for the above-referenced Project:

Permits and Licenses

- Application for West Virginia Department of Highways Permit No. 02-

2022-0172

- Application for West Virginia Department of Environmental Protection Permit WV/NPDES Permit No. WV0037699
- Application for West Virginia Department of Environmental Protection Stormwater Permit No. WVR111377
- Finding of No Significant Impact – U.S. Army Corps of Engineers

I certify that the said permits, certifications, and other items have been obtained.

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

4. We have examined the records on file in the Office of the Clerk of the County Commission of Mingo County, West Virginia, the county in which the Project is to be located, and, in our 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, with the exception of those listed in Paragraph 5, sufficient to assure undisturbed use and possession for the purpose of construction, operation, and maintenance for the estimated life of the Project.

5. The following listed properties are to be acquired by eminent domain and the necessary filings have been made in the Office of the Clerk of the Circuit Court of Mingo County, West Virginia, to permit the Issuer a right-of-entry for the purpose of construction, operation, and maintenance of the Project on the subject properties. The Issuer's title thereto is defeasible in the event the Issuer does not satisfy any resulting judgment and/or award in the proceedings for acquisition of said properties, and our certification is subject to the following pending litigation:

Name	**Tax Map**	**Parcel**
Tunis Edward Alley and Vicki June Alley	1	192
Charles E. Curry, Keith E. Curry, Thomas C. Curry, And Michael L. Curry	6 6 6	73 74 75.1
Wanda Lea Marcum Bowen and Brian Bowen	384	38.2
Gregory Elliott II and	384	45

Jennifer Elliott		
Brandon Barker and Raven Barker	384	45.1
Jo Ann Browning and Patsy Sue Browning	385	35
Samuel Patrick Rose	385	35.2
Sammy Rose, Jr. and	385C	12
Patricia Faye Rose	385C	13

The Issuer has obtained 100% of the real property acquisitions required.

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 Mingo County to protect the legal title to and interest of the Issuer.

7. There is no litigation pending with respect to the Project and there are no tax liens against the Issuer.

Very truly yours,



Willliam J. Aubel

WEST VIRGINIA MUNICIPAL BOND COMMISSION
900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302
Phone:(304) 558-3971 FAX: (304) 558-1280 **mbc.wv.gov**

NEW ISSUE REPORT FORM

Date of Report: 7/17/2025

ISSUE: Mingo County Public Service District Sewer Revenue Bonds, Series 2025 A (SRF)

ADDRESS: PO Box 98, Naugatuck, WV 25685 COUNTY: Mingo

PURPOSE OF ISSUE: x New Money
____ Refunding Refunding issue(s) dated: ____

ISSUE DATE: 7/17/2025 RATE: 0.25% ADMIN FEE: 0.25%

ISSUE AMOUNT: $1,664,466

1st DEBT SERVICE DUE: 3/1/2027 1st PRINCIPAL DUE: 3/1/2027

1st DEBT SERVICE AMOUNT: $ 11,340.29 PAYING AGENT: MBC

BOND COUNSEL: *Steptoe & Johnson PLLC*
Contact Name: John Stump, Esquire
Phone: 304.353.8196
Email: john.stump@steptoe-johnson.com

UNDERWRITERS COUNSEL: *Jackson Kelly PLLC*
Contact Name: Samme Gee
Phone: 304.340.1318
Email: sgee@jacksonkelly.com

CLOSING BANK:
Contact Name:
Phone:
Email:

ESCROW TRUSTEE:
Contact Name:
Phone:
Email:

KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Chris Varney
Title: Manager
Phone: 304.235.2244
Email: chrisvarneyprofessional@gmail.com

OTHER:
Contact Name: John Giroir
Title: Program Manager
Phone: 304.926.0499 x 1603
Email: john.giroir@wv.gov

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: Series 2025 A Bonds Reseve Account will be funded over 10 years.

FOR MUNIICPAL BOND COMMISSION USE ONLY:
Documents Required:
Transfers Required:

WEST VIRGINIA MUNICIPAL BOND COMMISSION
900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302
Phone:(304) 558-3971 FAX: (304) 558-1280 **mbc.wv.gov**

NEW ISSUE REPORT FORM

Date of Report: 7/17/2025

ISSUE: Mingo County Public Service District Sewer Revenue Bonds, Series 2025 B (SRF/Forgivable)

ADDRESS: PO Box 98, Naugatuck, WV 25685 COUNTY: Mingo

PURPOSE OF ISSUE: x New Money

____ Refunding Refunding issue(s) dated: ____

ISSUE DATE: 7/17/2025 RATE: Forgivable ADMIN FEE: ____

ISSUE AMOUNT: $350,000

1st DEBT SERVICE DUE: Forgivable 1st PRINCIPAL DUE: Forgivable

1st DEBT SERVICE AMOUNT: na PAYING AGENT: MBC

BOND COUNSEL: *Steptoe & Johnson PLLC*
Contact Name: John Stump, Esquire
Phone: 304.353.8196
Email: john.stump@steptoe-johnson.com

UNDERWRITERS COUNSEL: *Jackson Kelly PLLC*
Contact Name: Samme Gee
Phone: 304.340.1318
Email: sgee@jacksonkelly.com

CLOSING BANK: ____
Contact Name: ____
Phone: ____
Email: ____

ESCROW TRUSTEE: ____
Contact Name: ____
Phone: ____
Email: ____

KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Chris Varney
Title: Manager
Phone: 304.235.2244
Email: chrisvarneyprofessional@gmail.com

OTHER: ____
Contact Name: John Giroir
Title: Program Manager
Phone: 304.926.0499 x 1603
Email: john.giroir@wv.gov

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: ____ CUSIP: ____
ACCOUNT NUMBER: ____ PROGRAM NUMBER: ____

NOTES: Series 2025 B Bonds are Forgivable and do not have a Reserve Account

FOR MUNIICPAL BOND COMMISSION USE ONLY:
Documents Required: ____ Transfers Required: ____

SWEEP RESOLUTION

WHEREAS, the Mingo 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:

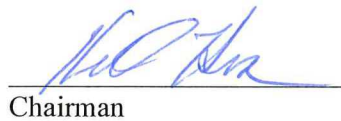
1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, along with the MBC Fee, shall be made to the MBC by electronic transfer by the State Treasurer form the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Chairman and Secretary are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 30th day of June, 2025.

MINGO COUNTY PUBLIC SERVICE DISTRICT



Chairman

EXHIBIT A

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

Bond Issue	Bank Information (last 4 digits)
Series 2005 A	8384
Series 2025 A	8384

Required:

Email for main contact: chrisvarneyprofessional@gmail.com

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

ACCEPTANCE OF DUTIES AS REGISTRAR

UNITED BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Mingo County Public Service District Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), dated July 17, 2025, issued in the principal amount of $1,664,466 and Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), dated July 17, 2025, issued in the principal amount of $350,000 (collectively, the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 17th day of July, 2025.

UNITED BANK

By: Justin Barker
Its: Authorized Officer

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

CERTIFICATE OF REGISTRATION OF BONDS

UNITED BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned bonds of Mingo County Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bond, Series 2025 A (West Virginia SRF Program), of the Issuer, dated July 17, 2025, in the principal amount of $1,664,466, numbered AR-1 and the single, fully registered Sewer Revenue Bond, Series 2025 B (West Virginia SRF Program/Forgivable), of the Issuer, dated July 17, 2025, in the principal amount of $350,000, numbered BR-1, were 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 United Bank, as Registrar.

WITNESS my signature on this 17th day of July, 2025.

UNITED BANK

By: _____
Its: Authorized Officer

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 17th day of July, 2025, by and between MINGO COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and UNITED BANK, Charleston, West Virginia, a Virginia banking corporation authorized to transact business in West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $1,664,466 Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program) and $350,000 Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), in fully registered form (collectively, the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted June 30, 2025, and the Supplemental Resolution of the Issuer duly adopted June 30, 2025 (collectively, the "Bond Legislation");

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

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

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

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

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

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

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

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

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

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

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

ISSUER:	Mingo County Public Service District PO Box 98 Naugatuck, West Virginia 25685 Attn: Chairman
REGISTRAR:	United Bank 500 Virginia Street, East Charleston, West Virginia 25302 Attention: Corporate Trust Department

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

[Remainder of Page Intentionally Blank]

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

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

UNITED BANK

By: _____
Its: Authorized Officer

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

(see attached)

UNITED BANK
Wealth Management

United Bank's Wealth & Investment Management Group provides a complete range of Corporate Trust Services. We have over 185 years of experience, and we pride ourselves on providing the highest level of client service.

CORPORATE TRUST STANDARD FEE SCHEDULES

Trustee, Registrar, and Paying Agent*

Acceptance Fee	$2,500
Annual Administration Fee	$2,500

**The acceptance fee is payable at the bond closing and the annual administration fee is payable at the bond closing and annually thereafter on the anniversary of the bond closing.*

Registrar Only

One-Time Fee	$650

Dissemination Agent (Continuing Disclosure)/FAST Agent (DTC)

Annual Fee	$250

Escrow Agent

Annual Administration Fee – Payout Only	$3,000
Annual Administration Fee – Multiple Transactions	$5,000

Additional Services

Annual Fee

Market Value of Account(s) 0.250%

Additional Services include but are not limited to: premium reporting, multi-composite reporting, alternative investments, and SLGS administration

When special or unusual services are required outside of the published fee schedule, our fee will include reasonable additional compensation in the form of a per hour or stated amount to be charged based upon the nature of the service and the extent of the duties and responsibilities assumed. The per hour charge will be discussed with the client prior to performing the services required. We may seek reimbursement for costs and expenses, including reasonable attorneys' fees and expenses, occasioned by controversy or litigation. Such compensation or reimbursement may be paid from the account(s). Effective August 1, 2024.

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME; ETC.
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. BOND PURCHASE AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. PROJECT RESOLUTION
15. SIGNATURES AND DELIVERY
16. BOND PROCEEDS
17. SPECIMEN BONDS
18. CONFLICT OF INTEREST
19. GRANTS
20. PROCUREMENT OF ENGINEERING SERVICES
21. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and SECRETARY of the Public Service Board of Mingo County Public Service District in Mingo County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the ISSUER, hereby certify, on this the 17th day of July, 2025, in connection with the Issuer's Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program) (the "Series 2025 A Bonds"); and Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable) (the "Series 2025 B Bonds") (collectively, the "Series 2025 Bonds"), each dated the date hereof, as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Resolution of the Issuer duly adopted June 30, 2025, and the Supplemental Resolution duly adopted June 30, 2025 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Series 2025 Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of Grant proceeds or the Net Revenues, or in any way contesting or affecting the validity of the Series 2025 Bonds or the Grants, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2025 Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Series 2025 Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2025 Bonds, the acquisition and construction of the Project, the operation of the System, the collection of the Gross Revenues or the pledge of Net Revenues as security for the Series 2025 A Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations 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 2025 Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

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

The issuer has temporarily financed the design and other preliminary costs of the Project by the issuance of the Construction Anticipation Note, Series 2019 A (West Virginia Water Development Authority), dated December 4, 2019, issued in the original aggregate principal amount of $242,500 (the "Prior Note"). The Prior Note is to be paid in full with proceeds of the Series 2025 A Bonds.

Upon payment of the Prior Note, the Series 2025 A Bonds will rank on a parity as to liens, pledge, source of and security for payment, with the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original principal amount of $2,552,180 (the "Series 2005 A Bonds" or the "Prior Bonds").

The Issuer has obtained (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2025 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 revenues or assets of the System. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Resolutions.

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

Bond Resolution

Supplemental Resolution

Project Resolution

Bond Purchase Agreement

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation of District

County Commission Orders of Appointment of Current Board Members

Oaths of Office of Current Board Members

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Legislation

DEP Approval of Plans and Specifications

WDA Economic Enhancement Grant Agreement

Receipt and Release

Consent of WDA to Issuance of Bonds

6. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Mingo County Public Service District." The Issuer is a public service district duly created by The County Commission of Mingo County and presently existing under the laws of, and a public corporation and political subdivision of, the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of 3 duly appointed, qualified and acting members whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Keith Hess	February 5, 2025	July, 2027
Jim Kennedy	March 5, 2025	December, 2028
Noah Bailey	March 5, 2025	June, 2027

The names of the duly elected and/or appointed, qualified and acting officers of the Public Service Board of the Issuer for the calendar year 2025 are as follows:

Chairman	-	Keith Hess
Secretary	-	Jamie Willis
Treasurer	-	Jim Kennedy

The duly appointed and acting counsel to the Issuer is Flaherty, Sensabaugh, Bonasso, PLLC, Charleston, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all 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 2025 Bonds.

8. MEETINGS, ETC.: All actions, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Series 2025 Bonds and the acquisition, construction and financing of the Project or the operation of the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. The successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. All

insurance for the System required by the Bond Legislation and Bond Purchase Agreement is in full force and effect.

10. BOND PURCHASE AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Bond Purchase Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the dates of the Bond Purchase Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the Bond Purchase Agreement not misleading; and (iv) the Issuer is in compliance with the Bond Purchase Agreement.

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

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

12. VERIFICATION OF SCHEDULE: The final Schedule B attached to the Certificate of Consulting Engineer, accurately represents the estimated Costs of the Project, the sources of funds available to pay the Costs of the Project and the costs of financing of the Series 2025 Bonds.

13. RATES: The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the rate resolution duly adopted by the Issuer on June 21, 2023. The Mingo County Commission failed to take any action within the 45-day period therefore resulting in the rate increase becoming effective on August 5, 2023. Such rates are hereby adopted.

14. PROJECT RESOLUTION: Since the Issuer satisfies the customer and gross revenue thresholds for West Virginia Code Section 24-2-11, the Issuer is no longer required to obtain a certificate of public convenience and necessity from the PSC prior to the construction of additions, betterments and improvements for the System. The Issuer may issue bonds and undertake construction projects without PSC oversight. The Issuer has adopted a Project Resolution on June 21, 2023. The Mingo County Commission failed to take any

action within the 45-day period therefore resulting in the rate increase becoming effective on August 5, 2023. Such rates are hereby adopted.

15. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Series 2025 Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, dated the date hereof, by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2025 Bonds to a representative of the Authority as the original purchaser of the Series 2025 Bonds under the Bond Purchase Agreement. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

16. BOND PROCEEDS: On the date hereof, the Issuer received $417,986 from the Authority and the DEP, being a portion of the principal amount of the Series 2025 A Bonds. The balance of the principal amount of the Series 2025 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses. On the date hereof, the Issuer received $35,520 from the Authority and the DEP, being a portion of the principal amount of the Series 2025 B Bonds. The balance of the principal amount of the Series 2025 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

17. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Series 2025 Bonds.

18. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Series 2025 Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

19. GRANTS: As of the date hereof the ARC Grant in the amount of $2,433,439; the LCAP Grant in the amount of $1,551,620; the ACE Grant in the amount of $1,050,000; the WVIJDC Grant in the amount of $665,000 and the WDA Economic Enhancement Grant in the amount of $580,933 are committed and in full force and effect.

20. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

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

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official seal of MINGO COUNTY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to the Issuer
_____	Special PSC Counsel

WITNESS our signatures and the official seal of MINGO COUNTY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to the Issuer
_____	Special PSC Counsel

WITNESS our signatures and the official seal of MINGO COUNTY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to the Issuer
_____	Special PSC Counsel

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

CERTIFICATE OF ENGINEER

I, Jesse Alden, Registered Professional Engineer, West Virginia License No. 22695, of The Thrasher Group, Inc., Charleston, West Virginia, hereby certify this 17th day of July, 2025 as follows:

1. My firm is engineer for the acquisition and construction of certain additions, improvements and extensions (the "Project") to the existing sewerage system (the "System") of Mingo County Public Service District (the "Issuer") to be constructed primarily in Mingo County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Series 2025 Bonds" or the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on June 30, 2025, as supplemented by the Supplemental Resolution adopted by the Issuer on June 30, 2025, and the Bond Purchase Agreement for the Series 2025 Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated July 17, 2025 (the "Bond Purchase Agreement").

2. The Bonds are being issued for the purposes of (i) paying the Prior Note; (ii) paying a portion of the costs of acquisition and construction of additions, improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) paying costs of issuance of the Bonds 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 DEP, and any change orders approved by the Issuer and the DEP, 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 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B

attached hereto as Exhibit A and the Issuer's counsel, Flaherty, Sensabaugh Bonasso PLLC, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vii) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (viii) the successful bids include prices for every item on such bid forms; (ix) the uniform bid procedures were followed; (x) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (xi) 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 Authority and the DEP; and (xii) 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 will serve 40 new customers.

[Remainder of Page Intentionally Blank]

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

THE THRASHER GROUP, INC.

(SEAL)



7-1-2025

7-1-2025

Jesse Alden, P. E.
West Virginia License No. 22695

Mingo County PSD
IJDC PROJECT 2018S-1776

6/13/2025

A. COST OF PROJECT	TOTAL	WDA DESIGN LOAN	Total w/ Payoff	USCOE (75%/25% match)	WVDEP LCAP Grant	SRF Loan (0.25%, 0.25%, 40 yrs)	ARC Grant (80%/ 20% match)	IJDC Grant	SRF Pricipal Forgiveness	IJDC Bid Overrun	WDA-EEG
1 Construction											
Contract 1 - line Rehab	2,489,701.50	0.00	2,489,701.50		0.00	721,480.00	1,768,221.50	0.00			
Contract 2 - line extension	2,110,019.04	0.00	2,110,019.04	900,000.00	54,000.00	450,000.00	660,092.50	45,926.54			
Contract 3 - LCAP	2,061,691.24	0.00	2,061,691.24	0.00	1,050,120.00	0.00	5,126.00	181,286.54	244,224.70		580,934.00
2 Construction Contingency 4.3%	284,961.22	0.00	284,961.22	0.00			0.00	119,961.22	0.00	165,000.00	
3 Legal											
a PSC Legal	25,000.00	0.00	25,000.00		15,000.00			9,744.70	255.30		
b Land & ROW Legal	87,000.00	10,000.00	77,000.00		77,000.00						
4 Accounting (Griffith)	38,500.00	25,000.00	13,500.00	0.00	13,500.00	0.00	0.00	0.00			
5 Technical Services (Thrasher				0.00							
a Preliminary Study	50,000.00	45,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00			
b Preliminary Design	165,000.00	105,000.00	60,000.00	0.00	15,000.00	45,000.00	0.00	0.00			
c Final Design	145,000.00	0.00	145,000.00	0.00	105,000.00	40,000.00	0.00	0.00			
d Bidding & Negotiating	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00			
e Engineering During Const	80,000.00	0.00	80,000.00	0.00	25,000.00	0.00	0.00	55,000.00			
f RPR	234,000.00	0.00	234,000.00	75,000.00	89,000.00	0.00	0.00		70,000.00		
g. Post Construction	23,000.00	0.00	23,000.00	0.00	3,000.00	0.00	0.00	20,000.00			
h. Special Services											
i. Engineering Surveys & Topo	37,500.00	0.00	37,500.00	0.00	7,500.00	0.00	0.00		30,000.00		
ii. Land Surveys & Easement Pre	12,500.00	0.00	12,500.00	0.00	2,500.00	10,000.00	0.00	0.00			
iii. Expert Witness before Agencie	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00			
iv. Prep of Funding Applications	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00			
v. Asset Management Plan	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.00	0.00			
vi. Environmnetal Clearance	32,000.00	0.00	32,000.00	0.00	20,000.00	12,000.00	0.00	0.00			
vii. I&I Investigation	19,850.00	0.00	19,850.00	0.00	0.00	14,330.00	0.00	0.00	5,520.00		
6 Administration	125,000.00	10,000.00	115,000.00	0.00	55,000.00	60,000.00	0.00	0.00			
7 COE Admin	75,000.00	0.00	75,000.00	75,000.00	0.00	0.00	0.00	0.00			
7 Permits	4,606.49	2,106.49	2,500.00	0.00	2,500.00	0.00	0.00	0.00			
8 Lands and ROW's	22,500.00	20,000.00	2,500.00	0.00	2,500.00	0.00	0.00	0.00			
9 County Sheriff Construction Supervis	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00	0.00	0.00			
10 Project Contingency											
11 Payoff WDA Design Loan	0.00	0.00	217,106.49	0.00	0.00	211,506.00	0.00	49,299.71			
12 Sub Total line 1 thru 11	8,217,829.49	217,106.49	8,217,829.49	1,050,000.00	1,551,620.00	1,634,316.00	2,433,440.00	496,218.71	350,000.00	165,000.00	580,934.00
B. Cost of Financing											
13 Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
14 Registrar Fees	650.00	0.00	650.00	0.00	0.00	650.00	0.00	0.00			
15 WDA Fee	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00			
16 Capitalized Interest on WDA Note	42,480.51	42,480.51	42,480.51	0.00	0.00	0.00		3,781.29			
17 Bond Counsel	32,500.00	3,000.00	32,500.00	0.00	0.00	29,500.00	0.00	0.00			
18 Sub Total Cost of Financing	77,630.51	47,480.51	77,630.51	0.00	0.00	30,150.00	0.00	3,781.29			
19 Total Cost of Project	8,295,460.00	264,587.00	8,295,460.00	1,050,000.00	1,551,620.00	1,664,466.00	2,433,440.00	500,000.00	350,000.00	165,000.00	580,934.00
C. SOURCES OF OTHER FUNDS											
20 Federal Grant (ARC)	2,433,440.00		2,433,440.00	0.00	0.00	0.00	2,433,440.00	0.00			
Federal Grant (US COE)	1,050,000.00		1,050,000.00	1,050,000.00							
21 State Grant (IJDC)	500,000.00		500,000.00	0.00	0.00	0.00	0.00	500,000.00			
22 State Grants (DEP LCAP)	1,551,620.00		1,551,620.00	0.00	1,551,620.00	0.00	0.00	0.00			
23 State - CWSRF Debt Forgiveness	350,000.00		350,000.00	0.00							
24 State - IJDC Bid Overrun	165,000.00		165,000.00								
25 State - WDA - EEGF	580,934.00										
26 Total Grants	6,630,994.00		6,050,060.00	1,050,000.00	1,551,620.00	0.00	2,433,440.00	500,000.00	350,000.00	165,000.00	580,934.00
27 Total Bond Issue	1,664,466.00		2,245,400.00	0.00	0.00	1,664,466.00	0.00	0.00	0.00	0.00	0.00

Mingo County Public Service District — Date 6-30-25

The Thrasher Group — Date 7-1-25

July 17, 2025

CPA Certificate

MINGO COUNTY PUBLIC SERVICE DISTRICT
Sewer Revenue Bonds Series 2025 A
(West Virginia SRF Program)
Sewer Revenue Bonds Series 2025 B
(West Virginia SRF Program/Forgivable)

WVIJDC No. **2018S-1776**

Mingo County Public Service District
Naugatuck, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

RE: CPA CERTIFICATE
Chattaroy Sewer Project (1776)

Ladies and Gentlemen:

Based upon the unappealable sewer rates in Tariff No. 8 pursuant to rate resolution duly adopted on June 21, 2023 and deemed to be in effect since no final action was taken by The County Commission of Mingo County by August 5, 2023, and projected operating expenses and anticipated customer usage as furnished to us by the Issuer, it is our opinion that such rates and charges are sufficient to provide revenues which, together with other revenues of the wastewater system (the "System") of Mingo County Public Service District (the "Issuer"), will provide for all Operating Expenses of the System and will leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Issuer's Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), dated July 17, 2025, issued in the original aggregate principal amount of $1,664,466 (the "Series 2025 A Bonds") and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2025 A Bonds including the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005,

Michael D. Griffith, CPA, AFI *950 Little Coal River Road Alum Creek, WV 25003*
Michael@Griffith.CPA *Phone: (304) 756.3600 Facsimile: (304) 756.2911*

issued in the original aggregate principal amount of $2,552,180 (the "Prior Bonds").

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2025 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the closing of the Series 2025 A Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Prior Bonds and the Series 2025 A Bonds.

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

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

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

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

Very truly yours,



MICHAEL D. GRIFFITH, CPA, AFI
GRIFFITH & ASSOCIATES PLLC

MDG/s

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

CERTIFICATE AS TO USE OF PROCEEDS

On this 17th day of July, 2025, the undersigned Chairman of the Public Service Board of Mingo County Public Service District in Mingo County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of its $1,664,466 Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program) (the "Series 2025 A Bonds") and $350,000 Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), dated July 17, 2025 (the "Series 2025 B Bonds") (collectively, the "Series 2025 Bonds" or the "Bonds"), hereby certifies as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution duly adopted by the Issuer on June 30, 2025, and the Supplemental Resolution duly adopted by the Issuer on June 30, 2025 (collectively, the "Bond Resolution"), authorizing the Bonds.

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

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on July 17, 2025, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2025 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 Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest 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 Department of Environmental Protection (the "DEP"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. A. The Series 2025 A Bonds were sold on July 17, 2025, to the Authority, pursuant to a Bond Purchase Agreement dated July 17, 2025, by and between the Issuer and the Authority on behalf of the DEP, for an aggregate purchase price of $1,664,466 (100% of par), at which time, the Issuer received $417,986 from the Authority and the DEP, being the first advance of the principal amount of the Series 2025 A Bonds. No accrued

interest has been or will be paid on the Series 2025 A Bonds. The balance of the principal amount of the Series 2025 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

B. The Series 2025 B Bonds were sold on July 17, 2025, to the Authority, pursuant to a Bond Purchase Agreement dated July 17, 2025, by and between the Issuer and the Authority on behalf of the DEP, for an aggregate purchase price of $350,000 (100% of par), at which time, the Issuer received $35,520 from the Authority and the DEP, being the first advance of the principal amount of the Series 2025 B Bonds. No accrued interest has been or will be paid on the Series 2025 B Bonds. The balance of the principal amount of the Series 2025 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. A. The Series 2025 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying the Prior Note; (ii) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) paying certain costs of issuance of the Series 2025 A Bonds and related costs.

B. The Series 2025 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of the Project; and (ii) paying certain costs of issuance of the Series 2025 B Bonds and related costs.

7. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Series 2025 Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Reserve Account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before October 1, 2026. The acquisition and construction of the Project is expected to be completed by April 1, 2026.

8. The total Cost of the Project is estimated at $8,295,460.00. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2025 A Bonds	$1,664,466.00
Proceeds of the Series 2025 B Bonds	350,000.00
US ACE Grant	1,050,000.00
DEP LCAP Grant	1,551,620.00
ARC Grant	2,433,440.00
WDA EEG	580,934.00
IJDC Grant	665,000.00
Total Sources	$8,295,460.00

USES

Costs of Acquisition and Construction of the Project	$8,000,723.00
Pay Prior Note	264,587.00
Costs of Issuance	30,150.00
Total Uses	$8,295,460.00

9. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2025 Bonds:

(1) Revenue Fund (created by Prior Resolutions);

(2) Renewal and Replacement Fund (created by Prior Resolutions);

(3) Cash Working Capital Reserve;

(4) Series 2025 Bonds Construction Trust Fund;

(5) Series 2025 A Bonds Sinking Fund; and

(6) Series 2025 A Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Resolution, the proceeds of the Series 2025 Bonds will be deposited as follows:

(1) Series 2025 A Bonds proceeds in the amount of $-0- will be deposited in the Series 2025 A Bonds Reserve Account.

(2) Proceeds of the Series 2025 A Bonds in the amount of $211,506 will be deposited with the West Virginia Water Development Authority to pay the Prior Note. The remainder of the payoff will be advanced from the IJDC Grant.

(3) The balance of the proceeds of the Series 2025 A Bonds will be deposited in the Series 2025 Bonds Construction Trust Fund as received from time to time and applied solely to payment of Costs of the Project, including costs of issuance of the Series 2025 A Bonds and related costs.

(4) Series 2025 B Bonds proceeds will be deposited in the Series 2025 Bonds Construction Trust Fund as received from time to time and applied solely to payment of Costs of the Project, including costs of issuance of the Series 2025 B Bonds and related costs.

11. Monies held in the Series 2025 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2025 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2025 A Bonds Sinking Fund and Series 2025 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2025 Bonds Construction

Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond 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 9 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 2025 A Bonds Reserve Account, if any, all of the proceeds of the 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 Bonds.

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

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

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

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

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

21. The Bonds are not federally guaranteed.

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

23. The Issuer has either (a) funded the Series 2025 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2025 A Bonds Reserve Account which will be funded, unless otherwise specifically provided in the Supplemental Resolution and the Bond Purchase Agreement, with equal payments made on a monthly basis over a 10-year period until such Series 2025 A Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Monies in the Series 2025 A Bonds Reserve Account and the Series 2025 A Bonds

Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay Costs of the Project.

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

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 Bonds, rebates and rebate calculations.

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

[Remainder of Page Intentionally Blank]

WITNESS my signature on the date first written above.

MINGO COUNTY PUBLIC SERVICE DISTRICT



Chairman

BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER PROPOSING THE CREATION OF MINGO COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, there are substantial areas of Mingo County which currently have no public water and sewer service; and

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may on its own motion propose the creation of a public service district for the provision of water and sewer service; and

WHEREAS, the County Commission has determined that it is in the public interest to establish a new public service district to provide water and sewer service to unserved areas of the county which are not located within the boundaries of any existing public service district heretofore created by the County Commission, or any municipality or private utility; and

WHEREAS, it is now deemed desirous by said County Commission to adopt a resolution and order proposing the creation of a new public service district to be named the Mingo County Public Service District and to include within its territory those areas of Mingo County which are not presently contained in the boundaries of any other Public Service District heretofore created by said County Commission, or any municipal or private water or sewer system.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes the creation of the Mingo County Public Service District, and to include within its boundaries the territory located within Mingo County, West Virginia, which is not currently contained within the boundaries of any other Public Service District heretofore created by said County Commission, or within the boundaries of any municipal or private utility, for the provision of both water and sewer service.

2. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes that the Mingo County Public Service District be more particularly defined as the following areas:

The entirety of Mingo County, West Virginia, excepting the municipalities of Delbarton, Gilbert, Kermit, Matewan, and Williamson, and the following five (5) tracts of land which describe the lands under the jurisdiction of the Chattaroy Public Service District, the Justice Public Service District, the Nolan Public Service District, the Ragland Public Service District, and the Red Jacket Public Service District:

<u>TRACT I -- Chattaroy Public Service District</u>

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District line, to a point, said point being the intersection of the District lines of Hardee, Tug River, and Lee Districts, approximately 12,250 feet, S 74° 55' E;

thence, along the District boundary line between Lee District and Tug River District, to a point on the ridge of Buffalo Mountain, approximately 7,650 feet, S 68° 21' E;

thence, along the District boundary line between Lee District and Tug River District on Buffalo Mountain to a high point, approximately 5,250 feet, S 2° 30' W;

thence, along the meanders of Sycamore Creek, to a point, approximately 6,750 feet, S 82° 08' W;

thence, leaving Sycamore Creek and going approximately 7,000 feet, N 84° 16' W, to a point in the Williamson Corporate Boundary;

thence, along the Williamson Corporate Boundary, approximately 12,100 feet, S 76° 17' W, to a point;

thence, leaving said boundary and going approximately 1,550 feet, N 30° 38' W, to a point on the Tug Fork;

thence, along the meanders of the Tug Fork to the Point of Beginning, approximately 6800 feet, N 2° 10' E.

Containing 5700 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT II -- Justice Public Service District

Beginning at a point where Lost Branch Creek enters the Guyandotte River, said point having a latitude of N 37° 35' 54" and a longitude of W 81° 49' 41", and being in the Mingo County Boundary;

thence, in a southwestern direction 0.14 mile with the river and the Mingo County line to a point where Huff Creek enters the Guyandotte River having a latitude of N 37° 35' 48" and a longitude of W 81° 49' 48";

thence, in a southern direction 0.92 mile leaving the Guyandotte river and continuing with the Mingo County line and crossing the Norfolk and Western Railroad and U. S. Route 52 to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 49' 54";

thence, west, 0.50 mile leaving the Mingo County line and running to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 50' 21";

thence, N 52° 18' W, 1.15 miles to a point having a latitude of N 37° 35' 40" and a longitude of 81° 51' 05";

thence, S 69° 09' W 0.65, mile crossing WV Route 52/4 to a point having a latitude of N 37° 35' 30" and a longitude of W 81° 52' 07";

thence, N 65° 07' W, 0.69 mile to a point having a latitude of N 37° 35' 46" and a longitude of W 81° 52' 48";

thence, S 24° 53' E, 0.93 mile to a point in the boundary of the town of Gilbert, said point having a latitude of N 37° 36' 30" and a longitude of W 81° 52' 22";

thence, S 65° 07' E, 0.66 mile with the Gilbert line and crossing the Norfolk and Western Railroad, the Guyandotte River and U. S. Route 52 to a point having a latitude N 37° 36' 15" and a longitude of W 81° 51' 43";

thence, N 21° 12' E, 0.19 mile continuing with the Gilbert line to a point having a latitude of N 37° 36' 24" and a longitude of W 81° 51' 38";

thence, S 68° 48' E, 1.36 miles leaving the Gilbert line and running to a point having a latitude of N 37° 35' 59" and a longitude W 81° 50' 15";

thence, N 58° 55' E, 0.52 mile to a point in Lost Branch Creek having latitude of N 37° 36' 13" and a longitude of W 81° 49' 45";

thence, in a southern direction 0.38 mile with Lost Branch Creek to the Beginning Point, containing a total area of 2.39 square miles, more or less, located in Stafford District, Mingo County, West Virginia.

TRACT III -- Nolan Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District boundary line, to a point, approximately 9,000 feet, N 73° 35' W;

thence, continuing along said District boundary line, to a point, approximately 8,500 feet, N 26° 08' W;

thence, leaving said District boundary line and going approximately 2,400 feet, N 64° 11' W, to a point on the Tug Fork;

thence, along the meanders of Tug Fork to a point, approximately 4,400 feet, S 49° 08' W;

thence, continuing along the meanders of the Tug Fork, to a point, approximately 5,425 feet, S 55° 11' E;

thence, continuing further along the meanders of the Tug Fork, to a point, approximately 8,000 feet, S 15° 30' E;

thence, continuing along the meanders of the Tug Fork, approximately 5,550 feet, S 46° 48' E, to the Point of Beginning.

Containing 2300 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT IV -- Ragland Public Service District

Beginning at a point on Rockhouse Fork, in the boundary line of the town limits of Delbarton, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1661050 N, 260550 E;

thence, approximately 7,900 feet, N 75° 52' E, to a point at the head waters of the eastern tributary to the Right Fork of Elk Creek;

thence, approximately 7,350 feet, N 74° 47' E, to a high point on the ridge between the Middle Fork of Elk Creek and the South Branch of Rockhouse Fork;

thence, approximately 4,150 feet, N 82° 16' E, to a point on a ridge at the head waters of a tributary of South Branch of Rockhouse Fork;

thence, approximately 6,600 feet, S 61° 58' E, to a point at the head waters of the Middle Fork of Elk Creek;

thence, approximately 11,550 feet, S 01° 43' E, to a point in the District boundary line between Lee District and Magnolia District;

thence, approximately 17,750 feet, N 74° 48' W, along said boundary line to a point;

thence, leaving said boundary line, and going approximately 3,550 feet, N 56° 25' W, to a point at the head waters of Curry Branch;

thence, approximately 5,425 feet, N 63° 53' W, to a point in the boundary line of the aforesaid town limits of Delbarton, West Virginia;

thence, following said boundary line, approximately 4950 feet, N 01° 08' W to a point being the Point of Beginning;

Containing 6050 acres, more or less, in Magnolia District, Mingo County, West Virginia.

TRACT V -- Red Jacket Public Service District

Beginning at a point on a hill north-east of Beech Creek School, near West Virginia State Plane South Zone Coordinates 1697650 N, 213900 E;

thence, across country in a straight line approximately 38,250 feet, N 58° 27' W to a point;

thence, across country in a straight line approximately 9,850 feet, N 31° 07' E to a point;

thence, across country in a straight line approximately 40,100 feet, S 67° 34' E to a point;

thence, across country in a straight line approximately 16,250 feet, S 36° 02' W to the Point of Beginning.

Containing 11,600 acres, more or less, in Magnolia District, Mingo County, West Virginia.

The above describes the lands to be served by the Mingo County Public Service District, Mingo County, West Virginia, and as shown on a map entitled "Lands to be Served by Mingo County PSD" dated November 14, 1995, prepared by Haworth, Meyer & Boleyn.

3. That the County Commission of Mingo County, West Virginia, shall hold a hearing on the proposed creation of the Mingo County Public Service District on the 7th day of February, 1996, in the Mingo County Courthouse in Williamson at 6:00 p.m.

4. That the Clerk of the County Commission shall cause notice of hearing and a description of all of the territory proposed to be included in the boundaries of the Mingo County Public Service District to be published as a Class I legal advertisement at least ten (10) days prior to the hearing.

5. That the County Commission of Mingo County shall post the notice of the hearing and description of the new Public Service District's boundaries in at least five (5) conspicuous places within the proposed service territory of the Public Service District.

6. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not later than ten (10) days prior to the hearing set forth herein.

ENTERED into the permanent record of Mingo County, West Virginia, this 3rd day of January, 1996.

Curtis Fletcher
PRESIDENT

Jim Hatfield
COMMISSIONER

Tom Chapman
COMMISSIONER

ATTEST:

Tammy Thomas
CLERK

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BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER CREATING THE MINGO COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Mingo County, West Virginia, did heretofore, by Resolution and Order adopted on January 3, 1996, propose the creation of the Mingo County Public Service District to include within the boundaries of said Mingo County Public Service District those areas of Mingo County which are not currently located within the boundaries of any other public service district heretofore created by said County Commission or any other municipal or private utility, for the provision of both water and sewer service; and,

WHEREAS, by said January 3, 1996 Resolution and Order, the County Commission did set a hearing on the proposed creation of said public service district for February 7, 1996, required notice of said hearing be given by Class I legal publication and by posting of notice in at least five (5) conspicuous places within the territory of the proposed public service district, and required the Clerk of the County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission; and,

WHEREAS, notice of the February 7, 1996 hearing was given in the manner provided and required by said Resolution and Order; and,

WHEREAS, in a regular meeting of the County Commission held February 7, 1996, the County Commission voted to continue the hearing on the proposed creation of the Mingo County Public Service District until March 5, 1996, so as to provide the opportunity for members of the public to appear and be heard; and,

WHEREAS, notice of the continued hearing was given in the same manner as provided and required by West Virginia Code §16-13A-2 and all interested parties have been afforded an opportunity of being heard for and against the creation of the Mingo County Public Service District, but no written protest has been filed by the requisite number of qualified voters registered and residing within the boundaries of the public service district, and said County Commission has given due consideration to all matters for which such hearing was offered; and,

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order adopting the creation of Mingo County Public Service District to include the territory of Mingo County which is not currently contained within the boundaries of any other public service district heretofore created by said County Commission or that of any municipal or private utility, for the provision of water and sewer service.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, adopts the creation of the Mingo County Public Service District to include the territory of Mingo County, West Virginia, which is not currently located within the boundaries of any other public service district heretofore created by said County Commission, or that of any municipal or private utility, for the provision of both water and sewer service.

2. That the County Commission of Mingo County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, adopts the creation of the Mingo County Public Service District as more particularly defined as the following areas:

The entirety of Mingo County, West Virginia, excepting the municipalities of Delbarton, Gilbert, Kermit, Matewan, and Williamson, and the following five (5) tracts of land which describe the lands under the jurisdiction of the Chattaroy Public Service District, the Justice Public Service District, the Nolan Public Service District, the Ragland Public Service District, and the Red Jacket Public Service District:

TRACT I -- Chattaroy Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District line, to a point, said point being the intersection of the District lines of Hardee, Tug River, and Lee Districts, approximately 12,250 feet, S 74° 55' E;

thence, along the District boundary line between Lee District and Tug River District, to a point on the ridge of Buffalo Mountain, approximately 7,650 feet, S 68° 21' E;

thence, along the District boundary line between Lee District and Tug River District on Buffalo Mountain to a high point, approximately 5,250 feet, S 2° 30' W;

thence, along the meanders of Sycamore Creek, to a point, approximately 6,750 feet, S 82° 08' W;

thence, leaving Sycamore Creek and going approximately 7,000 feet, N 84° 16' W, to a point in the Williamson Corporate Boundary;

thence, along the Williamson Corporate Boundary, approximately 12,100 feet, S 76° 17' W, to a point;

thence, leaving said boundary and going approximately 1,550 feet, N 30° 38' W, to a point on the Tug Fork;

thence, along the meanders of the Tug Fork to the Point of Beginning, approximately 6800 feet, N 2° 10' E.

Containing 5700 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT II -- Justice Public Service District

Beginning at a point where Lost Branch Creek enters the Guyandotte River, said point having a latitude of N 37° 35' 54" and a longitude of W 81° 49' 41", and being in the Mingo County Boundary;

thence, in a southwestern direction 0.14 mile with the river and the Mingo County line to a point where Huff Creek enters the

Guyandotte River having a latitude of N 37° 35' 48" and a longitude of W 81° 49' 48";

thence, in a southern direction 0.92 mile leaving the Guyandotte river and continuing with the Mingo County line and crossing the Norfolk and Western Railroad and U. S. Route 52 to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 49' 54";

thence, west, 0.50 mile leaving the Mingo County line and running to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 50' 21";

thence, N 52° 18' W, 1.15 miles to a point having a latitude of N 37° 35' 40" and a longitude of 81° 51' 05";

thence, S 69° 09' W 0.65, mile crossing WV Route 52/4 to a point having a latitude of N 37° 35' 30" and a longitude of W 81° 52' 07";

thence, N 65° 07' W, 0.69 mile to a point having a latitude of N 37° 35' 46" and a longitude of W 81° 52' 48";

thence, S 24° 53' E, 0.93 mile to a point in the boundary of the town of Gilbert, said point having a latitude of N 37° 36' 30" and a longitude of W 81° 52' 22";

thence, S 65° 07' E, 0.66 mile with the Gilbert line and crossing the Norfolk and Western Railroad, the Guyandotte River and U. S. Route 52 to a point having a latitude N 37° 36' 15" and a longitude of W 81° 51' 43";

thence, N 21° 12' E, 0.19 mile continuing with the Gilbert line to a point having a latitude of N 37° 36' 24" and a longitude of W 81° 51' 38";

thence, S 68° 48' E, 1.36 miles leaving the Gilbert line and running to a point having a latitude of N 37° 35' 59" and a longitude W 81° 50' 15";

thence, N 58° 55' E, 0.52 mile to a point in Lost Branch Creek having latitude of N 37° 36' 13" and a longitude of W 81° 49' 45";

thence, in a southern direction 0.38 mile with Lost Branch Creek to the Beginning Point, containing a total area of 2.39 square miles, more or less, located in Stafford District, Mingo County, West Virginia.

TRACT III -- Nolan Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District boundary line, to a point, approximately 9,000 feet, N 73° 35' W;

thence, continuing along said District boundary line, to a point, approximately 8,500 feet, N 26° 08' W;

thence, leaving said District boundary line and going approximately 2,400 feet, N 64° 11' W, to a point on the Tug Fork;

thence, along the meanders of Tug Fork to a point, approximately 4,400 feet, S 49° 08' W;

thence, continuing along the meanders of the Tug Fork, to a point, approximately 5,425 feet, S 55° 11' E;

thence, continuing further along the meanders of the Tug Fork, to a point, approximately 8,000 feet, S 15° 30' E;

thence, continuing along the meanders of the Tug Fork, approximately 5,550 feet, S 46° 48' E, to the Point of Beginning.

Containing 2300 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT IV -- Ragland Public Service District

Beginning at a point on Rockhouse Fork, in the boundary line of the town limits of Delbarton, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1661050 N, 260550 E;

thence, approximately 7,900 feet, N 75° 52' E, to a point at the head waters of the eastern tributary to the Right Fork of Elk Creek;

thence, approximately 7,150 feet, N 74° 47' E, to a high point on the ridge between the Middle Fork of Elk Creek and the South Branch of Rockhouse Fork;

thence, approximately 4,150 feet, N 82° 16' E, to a point on a ridge at the head waters of a tributary of South Branch of Rockhouse Fork;

thence, approximately 6,600 feet, S 61° 58' E, to a point at the head waters of the Middle Fork of Elk Creek;

thence, approximately 11,550 feet, S 01° 43' E, to a point in the District boundary line between Lee District and Magnolia District;

thence, approximately 17,750 feet, N 74° 48' W, along said boundary line to a point;

thence, leaving said boundary line, and going approximately 3,550 feet, N 56° 25' W, to a point at the head waters of Curry Branch;

thence, approximately 5,425 feet, N 63° 53' W, to a point in the boundary line of the aforesaid town limits of Delbarton, West Virginia;

thence, following said boundary line, approximately 4950 feet, N 01° 08' W to a point being the Point of Beginning;

Containing 6050 acres, more or less, in Magnolia District, Mingo County, West Virginia.

TRACT V -- Red Jacket Public Service District

Beginning at a point on a hill north-east of Beech Creek School, near West Virginia State Plane South Zone Coordinates 1697650 N, 213900 E;

thence, across country in a straight line approximately 38,250 feet, N 58° 27' W to a point;

thence, across country in a straight line approximately 9,850 feet, N 31° 07' E to a point;

thence, across country in a straight line approximately 40,100 feet, S 67° 34' E to a point;

thence, across country in a straight line approximately 16,250 feet, S 36° 02' W to the Point of Beginning.

Containing 11,600 acres, more or less, in Magnolia District, Mingo County, West Virginia.

The above describes the lands to be served by the Mingo County Public Service District, Mingo County, West Virginia, and as shown on a map entitled "Lands to be Served by Mingo County PSD" dated November 14, 1995, prepared by Haworth, Meyer & Bolayn.

3. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission not later than ten (10) days following the adoption hereof.

ENTERED into the permanent record of Mingo County, West Virginia, this 5th day of March, 1996.

Curtis Fletcher
PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

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BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER PROPOSING THE
MERGER OF THE
RAGLAND PUBLIC SERVICE DISTRICT AND THE
MINGO COUNTY PUBLIC SERVICE DISTRICT TO FORM
A NEW PUBLIC SERVICE DISTRICT HEREINAFTER TO BE
KNOWN AS THE MINGO COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Mingo County desires to facilitate the expansion of development in Mingo County; and

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may merge public service districts in order to achieve efficiency of operations; and

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order proposing the merger of the Ragland Public Service District and Mingo County Public Service District to form a new public service district hereinafter to be known as the Mingo County Public Service District to provide water and sewer service.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes the merger of the Ragland Public Service District and Mingo County Public Service District to form a new public service district to be hereinafter known as the Mingo County Public Service District, located within Mingo County, West Virginia, for the provision of water and sewer service.

2. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes through the merger of the

Ragland Public Service District and Mingo County Public Service District to create the resulting Mingo County Putnam Public Service District.

3. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes through said merger, the resulting creation of the Mingo County Public Service District, and to include within its boundaries the territory located within Mingo County, West Virginia, which is not currently contained within the boundaries of any other Public Service District heretofore created by said County Commission, or within the boundaries of any municipal or private utility, for the provision of both water and sewer service.

4. That the County Commission of Mingo County, West Virginia, upon its own motion, proposes that the Mingo County Public Service District be more particularly defined as the following areas:

The entirety of Mingo County, West Virginia, excepting the municipalities of Delbarton, Gilbert, Kermit, Matewan, and Williamson, and the following four (4) tracts of land which describe the lands under the jurisdiction of the Chattaroy Public Service District, the Justice Public Service District, the Nolan Public Service District, and the Red Jacket Public Service District:

<u>TRACT I -- Chattaroy Public Service District</u>

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District line, to a point, said point being the interseotion of the District lines of Hardee, Tug River, and Lee Districts, approximately 12,250 feet, S 74° 55' E;

thence, along the District boundary line between Lee District and Tug River District, to a point on the ridge of Buffalo Mountain, approximately 7,650 feet, S 68° 21' E;

thence, along the District boundary line between Lee District and Tug River District on Buffalo Mountain to a high point, approximately 5,250 feet, S 2° 30' W;

thence, along the meanders of Sycamore Creek, to a point, approximately 6,750 feet, S 82° 08' W;

thence, leaving Sycamore Creek and going approximately 7,000 feet, N 84° 16' W, to a point in the Williamson Corporate Boundary;

thence, along the Williamson Corporate Boundary, approximately 12,100 feet, S 76° 17' W, to a point;

thence, leaving said boundary and going approximately 1,550 feet, N 30° 38' W, to a point on the Tug Fork;

thence, along the meanders of the Tug Fork to the Point of Beginning, approximately 6800 feet, N 2° 10' E.

Containing 5700 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT II -- Justice Public Service District

Beginning at a point where Lost Branch Creek enters the Guyandotte River, said point having a latitude of N 37° 35' 54" and a longitude of W 81° 49' 41", and being in the Mingo County Boundary;

thence, in a southwestern direction 0.14 mile with the river and the Mingo County line to a point where Huff Creek enters the Guyandotte River having a latitude of N 37° 35' 48" and a longitude of W 81° 49' 48";

thence, in a southern direction 0.92 mile leaving the Guyandotte river and continuing with the Mingo County line and crossing the Norfolk and Western Railroad and U. S. Route 52 to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 49' 54";

thence, west, 0.50 mile leaving the Mingo County line and running to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 50' 21";

thence, N 52° 18' W, 1.15 miles to a point having a latitude of N 37° 35' 40" and a longitude of 81° 51' 05";

thence, S 69° 09' W 0.65, mile crossing WV Route 52/4 to a point having a latitude of N 37° 35' 30" and a longitude of W 81° 52' 07";

thence, N 65° 07' W, 0.69 mile to a point having a latitude of N 37° 35' 46" and a longitude of W 81° 52' 48";

thence, S 24° 53' E, 0.93 mile to a point in the boundary of the town of Gilbert, said point having a latitude of N 37° 36' 30" and a longitude of W 81° 52' 22";

thence, S 65° 07' E, 0.66 mile with the Gilbert line and crossing the Norfolk and Western Railroad, the Guyandotte River and U. S. Route 52 to a point having a latitude N 37° 36' 15" and a longitude of W 81° 51' 43";

thence, N 21° 12' E, 0.19 mile continuing with the Gilbert line to a point having a latitude of N 37° 36' 24" and a longitude of W 81° 51' 38";

thence, S 68° 48' E, 1.36 miles leaving the Gilbert line and running to a point having a latitude of N 37° 35' 59" and a longitude W 81° 50' 15";

thence, N 58° 55' E, 0.52 mile to a point in Lost Branch Creek having latitude of N 37° 36' 13" and a longitude of W 81° 49' 45";

thence, in a southern direction 0.38 mile with Lost Branch Creek to the Beginning Point, containing a total area of 2.39 square miles, more or less, located in Stafford District, Mingo County, West Virginia.

TRACT III -- Nolan Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District boundary line, to a point, approximately 9,000 feet, N 73° 35' W;

thence, continuing along said District boundary line, to a point, approximately 8,500 feet, N 26° 08' W;

thence, leaving said District boundary line and going approximately 2,400 feet, N 64° 11' W, to a point on the Tug Fork;

thence, along the meanders of Tug Fork to a point, approximately 4,400 feet, S 49° 08' W;

thence, continuing along the meanders of the Tug Fork, to a point, approximately 5,425 feet, S 55° 11' E;

thence, continuing further along the meanders of the Tug Fork, to a point, approximately 8,000 feet, S 15° 30' E;

thence, continuing along the meanders of the Tug Fork, approximately 5,550 feet, S 46° 48' E, to the Point of Beginning.

Containing 2300 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT IV -- Red Jacket Public Service District

Beginning at a point on a hill north-east of Beech Creek School, near West Virginia State Plane South Zone Coordinates 1697650 N, 213900 E;

thence, across country in a straight line approximately 38,250 feet, N 58° 27' W to a point;

thence, across country in a straight line approximately 9,850 feet, N 31° 07' E to a point;

thence, across country in a straight line approximately 40,100 feet, S 67° 34' E to a point;

thence, across country in a straight line approximately 16,250 feet, S 36° 02' W to the Point of Beginning.

Containing 11,600 acres, more or less, in Magnolia District, Mingo County, West Virginia.

The above describes the lands to be served by the Mingo County Public Service District, Mingo County, West Virginia, and as shown on a map entitled "Lands to be Served by Mingo County PSD" dated November 14, 1995, prepared by Haworth, Meyer & Boleyn.

5. That the County Commission of Mingo County, West Virginia, shall hold a hearing on the proposed merger of the Ragland and the Mingo County Public Service Districts on the 7th day of February, 1996, in the Mingo County Courthouse in Williamson at 5:00 p.m.

6. That the Clerk of the County Commission shall cause notice of hearing and a description of all of the territory proposed to be included in the boundaries of the merged Mingo County Public Service District to be published as a Class I legal advertisement at least ten (10) days prior to the hearing.

7. That the County Commission of Mingo County shall post the notice of the hearing and description of the new Public Service District's boundaries in at least five (5) conspicuous places within the proposed service territory of the merged Mingo County Public Service District.

8. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not later than ten (10) days prior to the hearing set forth herein.

ENTERED into the permanent record of Mingo County, West Virginia, this 3rd day of ~~December~~ January, 1996.

PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

mingo.com\mingopsd.mer

BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER MERGING RAGLAND PUBLIC SERVICE DISTRICT AND MINGO COUNTY PUBLIC SERVICE DISTRICT TO FORM A NEW PUBLIC SERVICE DISTRICT HEREINAFTER TO BE KNOWN AS THE MINGO COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Mingo County, West Virginia, did heretofore, by Resolution and Order adopted on January 3, 1996, propose the merger of the Ragland Public Service District and the Mingo County Public Service District to form a new public service district hereinafter to be known as the Mingo County Public Service District to provide water and sewer service; and,

WHEREAS, by said January 3, 1996 Resolution and Order, the County Commission did set a hearing on the proposed merger and consolidation for February 7, 1996, required notice of said hearing be given by Class I legal publication and by posting of notice in at least five (5) conspicuous places within the territories of each of the public service districts, and required the Clerk of the County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission; and,

WHEREAS, notice of the February 7, 1996 hearing was given in the manner provided and required by said Resolution and Order; and,

WHEREAS, in a regular meeting of the County Commission held February 7, 1996, the County Commission voted to continue the hearing on the proposed merger until March 5, 1996, so as to

provide the opportunity for members of the public to appear and be heard; and,

WHEREAS, notice of the continued hearing was given in the same manner as provided and required by West Virginia Code §16-13A-2 and all interested parties have been afforded an opportunity of being heard for and against the merger of the two public service districts, but no written protest has been filed by the requisite number of qualified voters registered and residing within the existing boundaries of the public service districts, and said County Commission has given due consideration to all matters for which such hearing was offered; and,

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order merging Ragland and Mingo County Public Service Districts to form a new public service district to be hereinafter known as the Mingo County Public Service District for the provision of water and sewer service.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, merges Ragland Public Service District and Mingo County Public Service District into the Mingo County Public Service District, to be more particularly defined as the following areas:

The entirety of Mingo County, West Virginia, excepting the municipalities of Delbarton, Gilbert, Kermit, Matewan, and

Williamson, and the following four (4) tracts of land which describe the lands under the jurisdiction of the Chattaroy Public Service District, the Justice Public Service District, the Nolan Public Service District, and the Red Jacket Public Service District:

TRACT I -- Chattaroy Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District line, to a point, said point being the intersection of the District lines of Hardee, Tug River, and Lee Districts, approximately 12,250 feet, S 74° 55' E;

thence, along the District boundary line between Lee District and Tug River District, to a point on the ridge of Buffalo Mountain, approximately 7,650 feet, S 68° 21' E;

thence, along the District boundary line between Lee District and Tug River District on Buffalo Mountain to a high point, approximately 5,250 feet, S 2° 30' W;

thence, along the meanders of Sycamore Creek, to a point, approximately 6,750 feet, S 82° 08' W;

thence, leaving Sycamore Creek and going approximately 7,000 feet, N 84° 16' W, to a point in the Williamson Corporate Boundary;

thence, along the Williamson Corporate Boundary, approximately 12,100 feet, S 76° 17' W, to a point;

thence, leaving said boundary and going approximately 1,550 feet, N 30° 38' W, to a point on the Tug Fork;

thence, along the meanders of the Tug Fork to the Point of Beginning, approximately 6800 feet, N 2° 10' E.

Containing 5700 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT II -- Justice Public Service District

Beginning at a point where Lost Branch Creek enters the Guyandotte River, said point having a latitude of N 37° 35' 54" and a longitude of W 81° 49' 41", and being in the Mingo County Boundary;

thence, in a southwestern direction 0.14 mile with the river and the Mingo County Line to a point where Huff Creek enters the Guyandotte River having a latitude of N 37° 35' 48" and a longitude of W 81° 49' 48";

thence, in a southern direction 0.92 mile leaving the Guyandotte river and continuing with the Mingo County line and crossing the Norfolk and Western Railroad and U. S. Route 52 to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 49' 54";

thence, west, 0.50 mile leaving the Mingo County line and running to a point having a latitude of N 37° 35' 06" and a longitude of W 81° 50' 21";

thence, N 52° 18' W, 1.15 miles to a point having a latitude of N 37° 35' 40" and a longitude of 81° 51' 05";

thence, S 69° 09' W 0.65, mile crossing WV Route 52/4 to a point having a latitude of N 37° 35' 30" and a longitude of W 81° 52' 07";

thence, N 65° 07' W, 0.69 mile to a point having a latitude of N 37° 35' 46" and a longitude of W 81° 52' 48";

thence, S 24° 53' E, 0.93 mile to a point in the boundary of the town of Gilbert, said point having a latitude of N 37° 36' 30" and a longitude of W 81° 52' 22";

thence, S 65° 07' E, 0.66 mile with the Gilbert line and crossing the Norfolk and Western Railroad, the Guyandotte River and U. S. Route 52 to a point having a latitude N 37° 36' 15" and a longitude of W 81° 51' 43";

thence, N 21° 12' E, 0.19 mile continuing with the Gilbert line to a point having a latitude of N 37° 36' 24" and a longitude of W 81° 51' 38";

thence, S 68° 48' E, 1.36 miles leaving the Gilbert line and running to a point having a latitude of N 37° 35' 59" and a longitude W 81° 50' 15";

thence, N 58° 55' E, 0.52 mile to a point in Lost Branch Creek having latitude of N 37° 36' 13" and a longitude of W 81° 49' 45";

thence, in a southern direction 0.38 mile with Lost Branch Creek to the Beginning Point, containing a total area of 2.39 square miles, more or less, located in Stafford District, Mingo County, West Virginia.

TRACT III -- Nolan Public Service District

Beginning at a point on the Tug Fork, near Chattaroy, Mingo County, West Virginia, near West Virginia State Plane South Zone Coordinates, 1624850 N, 258500 E;

thence, along the ridge line between Alley Branch and Buffalo Creek, to a point, approximately 4,400 feet, N 52° 29' E;

thence, along the ridge line between Cain Fork and Dans Branch, to a point in the District boundary line between Hardee District and Tug River District, approximately 5,200 feet, N 46° 13' E;

thence, along said District boundary line, to a point, approximately 9,000 feet, N 73° 35' W;

thence, continuing along said District boundary line, to a point, approximately 8,500 feet, N 26° 08' W;

thence, leaving said District boundary line and going approximately 2,400 feet, N 64° 11' W, to a point on the Tug Fork;

thence, along the meanders of Tug Fork to a point, approximately 4,400 feet, S 49° 08' W;

thence, continuing along the meanders of the Tug Fork, to a point, approximately 5,425 feet, S 55° 11' E;

thence, continuing further along the meanders of the Tug Fork, to a point, approximately 8,000 feet, S 15° 30' E;

thence, continuing along the meanders of the Tug Fork, approximately 5,550 feet, S 46° 48' E, to the Point of Beginning.

Containing 2300 acres more or less, in Tug River District, Mingo County, West Virginia.

TRACT IV -- Red Jacket Public Service District

Beginning at a point on a hill north-east of Beech Creek School, near West Virginia State Plane South Zone Coordinates 1697650 N, 213900 E;

thence, across country in a straight line approximately 38,250 feet, N 58° 27' W to a point;

thence, across country in a straight line approximately 9,850 feet, N 31° 07' E to a point;

thence, across country in a straight line approximately 40,100 feet, S 67° 34' E to a point;

thence, across country in a straight line approximately 16,250 feet, S 36° 02' W to the Point of Beginning.

Containing 11,600 acres, more or less, in Magnolia District, Mingo County, West Virginia.

The above describes the lands to be served by the Mingo County Public Service District, Mingo County, West Virginia, and as shown on a map entitled "Lands to be Served by Mingo County PSD" dated November 14, 1995, prepared by Haworth, Meyer & Boleyn.

2. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive

Secretary of the Public Service Commission not less than ten (10) days following the adoption hereof.

ENTERED into the permanent record of Mingo County, West Virginia, this 5th day of March, 1996.

PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

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BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER PROPOSING THE DISSOLUTION OF RAGLAND PUBLIC SERVICE DISTRICT

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may merge public service districts; and

WHEREAS, this Commission has proposed the merger of Ragland Public Service District and Mingo County Public Service District to form a new Mingo County Public Service District; and

WHEREAS, it is now deemed desirous by said County Commission to adopt a resolution and order proposing the dissolution of the Ragland Public Service District upon the completion of said merger into the new Mingo County Public Service District.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, subject to the merger of Ragland Public Service District with the Mingo County Public Service District, and subject further to the approval of the Public Service Commission of West Virginia, proposes to dissolve Ragland Public Service District.

2. That the County Commission of Mingo County, West Virginia, shall hold a hearing on the proposed dissolution on the 7th day of February 1996, in the Mingo County Courthouse in Williamson at 5:00 p.m.

3. That the Clerk of the County Commission shall cause notice of hearing to be published as a Class I legal advertisement at least ten (10) days prior to the hearing.

4. That the County Commission of Mingo County shall post the notice of the hearing in at least five (5) conspicuous places within the territory of the Ragland Public Service District.

5. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission not less than ten (10) days prior to the hearing set forth herein.

ENTERED into the permanent record of Mingo County, West Virginia, this 3rd day of January, 1996.

PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

BEFORE THE COUNTY COMMISSION OF MINGO COUNTY

A RESOLUTION AND ORDER DISSOLVING
RAGLAND PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Mingo County, West Virginia, did heretofore, by Resolution and Order adopted on January 3, 1996, propose the dissolution of the Ragland Public Service District; and,

WHEREAS, by said January 3, 1996 Resolution and Order, the County Commission did set a hearing on the proposed dissolution for February 7, 1996, required notice of said hearing be given by Class I legal publication and by posting of notice in at least five (5) conspicuous places within the territory of Ragland Public Service District, and required the Clerk of the County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission; and,

WHEREAS, notice of the February 7, 1996 hearing was given in the manner provided and required by said Resolution and Order; and,

WHEREAS, in a regular meeting of the County Commission held February 7, 1996, the County Commission voted to continue the hearing on the proposed dissolution until March 5, 1996, so as to provide the opportunity for members of the public to appear and be heard; and,

WHEREAS, notice of the continued hearing was given in the same manner as provided and required by West Virginia Code §16-13A-2 and all interested parties have been afforded an opportunity of being heard for and against the dissolution of the public service district, but no written protest has been filed by the requisite

number of qualified voters registered and residing within the existing boundaries of the public service district, and said County Commission has given due consideration to all matters for which such hearing was offered; and,

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order dissolving the Ragland Public Service District upon the completion of the merger of the Ragland and Mingo County Public Service Districts into the Mingo County Public Service District.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Mingo County as follows:

1. That the County Commission of Mingo County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, and subject further to the merger of the Ragland and Mingo County Public Service Districts, dissolves Ragland Public Service District.

2. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission not less than ten (10) days following the adoption hereof.

ENTERED into the permanent record of Mingo County, West Virginia, this 5th day of March, 1996.

PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

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The Minutes of the Special Session of the County Commission of Mingo County, West Virginia was held on Tuesday, March 5, 1996 at 5:00 p.m. in the Commissioners' Room 136, First Floor of the Courthouse, Williamson, West Virginia were approved as presented this the 6th day of March, 1996.

ORDER:

ENTER:

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
8-1-96

Entered: July 12, 1996

CASE NO. 96-0049-PSWD-PC

MINGO COUNTY COMMISSION
Petition for consent and approval to create a new public service district to provide both water and sewer services to customers in areas which are not presently contained in the boundaries of any other public service district within Mingo County, to dissolve Ragland Public Service District and to merge Ragland Public Service District with the newly created Mingo County Public Service District.

RECOMMENDED DECISION

On March 5, 1996, the Mingo County Commission adopted resolutions to create the Mingo County Public Service District, to provide water and sewer services to customers in areas of Mingo County which are not presently in the boundaries of any other public service district within Mingo County; to dissolve the Ragland Public Service District; and to merge the Ragland Public Service District territory with the newly created Mingo County Public Service District.

On March 12, 1996, the adopted resolutions were submitted for Commission approval, pursuant to West Virginia Code §16-13A-2.

By Order dated February 27, 1996, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before August 15, 1996.

On April 1, 1996, Staff Attorney, Cassius H. Toon, Esquire, filed a Further Joint Staff Memorandum to which was attached the Final Staff Internal Memorandum of Mr. James W. Boggess, Jr., Utilities Analyst II, Public Service District Division. Mr. Toon advised that Staff, after a review of all the pertinent information in this case, recommended approval of the simultaneous dissolution of the Ragland Public Service District and creation of the Mingo County Public Service District and the scheduling of this case for a hearing, in accordance with the provisions of West Virginia Code §16-13A-2.

By Order dated May 31, 1996, this matter was set for a hearing to be

ıld in the Council Chambers, City Building, Williamson, West Virginia, on June 19, 1996, in accordance with the provisions of West Virginia Code §16-13A-2, and said Order required that the Mingo County Commission give notice of the hearing by publishing a copy of the Notice of Hearing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Mingo County. In a letter dated June 10, 1996, the proper affidavit of publication was submitted by the Mingo County Commission.

The hearing was held as scheduled. The Mingo County Commission appeared by its Counsel, Robert R. Rodecker, Esquire. Commission Staff appeared by Cassius H. Toon, Esquire.

At the hearing held on June 19, 1996, no one appeared in protest to the petition of the Mingo County Commission. Thus, after receipt of Mingo County Commission Exhibits 1 through 6, which were the resolutions and orders creating the Mingo County Public Service District, merging Ragland Public Service District and Mingo County Public Service District and dissolving Ragland Public Service District, no further evidence was taken and the matter was submitted as an unprotested case.

DISCUSSION

In a resolution adopted March 5, 1996, the Mingo County Commission created the Mingo County Public Service District to provide water and sewer services to customers in areas of Mingo County, which are not presently inside the boundaries of any other public service district within Mingo County. Also, the County Commission passed a resolution to dissolve the Ragland Public Service District and to merge the Ragland Public Service District with the newly-created Mingo Public Service District.

These resolutions and orders were submitted for Commission approval on March 12, 1996, and pursuant to West Virginia Code §16-13A-2, a hearing was held in Williamson, Mingo County, on June 19, 1996. The Mingo County Commission gave a notice of the hearing by publishing a Notice of Hearing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Mingo County. Proper publication was made in accordance with the Commission's requirements. At the hearing held in this matter on June 19, 1996, no one appeared in protest to the petition of the Mingo County Commission, whereupon, the matter was submitted as an unprotested case. Since no one appeared in protest to the petition of the Mingo County Commission, after proper publication had been made in accordance with the Commission's requirements, the orders of the Mingo County Commission, as filed on March 12, 1996, should be approved.

FINDINGS OF FACT

1. On March 5, 1996, the Mingo County Commission adopted resolutions and orders to create the Mingo County Public Service District to provide water and sewer services to customers who are not presently in the boundaries of any other public service district within Mingo County; to

lissolve the Ragland Public Service District; and to merge the Ragland ublic Service District with the newly-created Mingo County Public Service District. Said resolutions and orders were submitted for Commission approval on March 12, 1996, pursuant to West Virginia Code §16-13A-2. (See, Resolutions filed March 12, 1996).

2. Commission Staff recommended approval of the simultaneous dissolution of the Ragland Public Service District and the creation of the Mingo County Public Service District. (See, Further Joint Staff Memorandum filed April 1, 1996).

3. By Order dated May 31, 1996, this matter was set for a hearing to be held in the Council Chambers, City Building, Williamson, West Virginia, on June 19, 1996, and the the Mingo County Commission was to give notice of said hearing by publishing a Notice of Hearing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Mingo County. (See, Order dated May 31, 1996, and Appendix A).

4. In a letter dated June 10, 1996, the Mingo County Commission submitted the Affidavit of Publication reflecting proper publication of the Notice of Hearing, as required by the Order of May 31, 1996. (See, letter dated June 10, 1996).

5. At the hearing held in this matter on June 19, 1996, no one appeared in protest to the petition of the Mingo County Commission, whereupon the matter was submitted as an unprotested case. (See, Tr., p. 4).

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since the Mingo County Commission gave proper notice of the hearing to be held in this matter and no one appeared to give protest to the orders of the Mingo County Commission, the orders adopted on March 5, 1996, should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the resolutions and orders, adopted by the Mingo County Commission on March 5, 1996, to create the Mingo County Public Service District to provide water and sewer services to customers in areas of Mingo County which are not presently in the boundaries of any other public service district within Mingo County; merging the territory of the Ragland Public Service District with the Mingo County Public Service District; and dissolving the Ragland Public Service District, be, and the same hereby are, approved.

The Acting 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 Acting 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 Acting Executive Secretary that all parties of record have been served said exceptions.

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

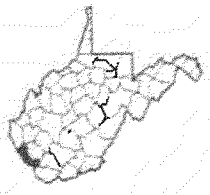
Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative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

Robert W. Glass
Administrative Law Judge

RWG:jas

MINGO COUNTY COMMISSION

78 East 2nd Avenue, Rm. 308 Williamson, WV 25661
Phone (304) 235-0378 Fax (304) 235-0365



June 26, 2025

FILED
2025 JUL -2 A 10:05
OFFICE OF WEST VIRGINIA
SECRETARY OF STATE

WV Public Service Commission
ATTN: Water and Wastewater Division
PO Box 812
Charleston, WV 25323

RE: Public Service Districts

As per WV Code §16-13a-2(h)
Mingo County PSD
PO Box 98
Naugatuck, WV 25685

Board members: Chris Varney, Director

Keith Hess
Jim Kennedy
Noah Bailey

Addresses:

Keith Hess	[redacted]	Begin: 02-05-2025	Expire: 07-2027
Jim Kennedy	[redacted]	Begin: 03-05-2025	Expire: 12-2028
Noah Bailey	[redacted]	Begin: 03-05-2025	Expire: 06-2027

Thank you,

Nathan Brown,
President

CC: WV Secretary of State
File

MINGO COUNTY COMMISSION
REGULAR SESSION
WEDNESDAY, MARCH 5, 2025
9:00 A.M.
ROOM 136, FIRST FLOOR
MINGO COUNTY COURTHOUSE

Anyone requiring special accommodations may contact the County Commission at 304-235-0360

AMENDED AGENDA (Discussion, Action)

1. **MINUTES**
2. **IMPROPERS**
3. **ACCOUNTS PAYABLES**
4. **PUBLIC DEFENDER OFFICE:** Public Defender Day Proclamation
5. **ECONOMIC DEVELOPMENT FUNDS APPLICATIONS:**
   a. **DOMINO PRINTING:** Economic Development Funds Application Decision (Approve/Deny)
6. **KERMIT VOLUNTEER FIRE DEPT.:** Request Financial Assistance with ladder truck
7. **WILLIAMSON MEMORIAL HOSPITAL:** Request Financial Assistance
8. **BROTHER TOWING:** Request to added to 9-1-1 Call List, Request approval for Kermit area
9. **MINGO COUNTY HOUSING AUTHORITY BOARD:** Request for re-appoint of Andrew Dillon to board
10. **MINGO COUNTY PSD:** Robert Adams-Request Financial Assistance, Board Member Appointments
11. **GRANTS: Discussion, Action**
    a. VOCA Grant – Prosecutor's Office, Sheriff Dept.
    b. WVCFIA Grant – Fire Suppression System
    c. WVCFIA Grant – Mold Remediation
    d. USDA Grant – Sheriff Dept.
    e. Emergency Management Planning Grant
    f. RMPG – County Clerk, Circuit Clerk, Assessor
    g. Homeland Security Grant
    h. Litter Grant
    i. Cyber Security
    j. Dilapidated Structures Grant
    k. Court Security Fund Grant
    l. Spay/Neuter Grant
    m. Bulletproof Vests Program
    n. US Dept. of Justice Body Worn Camera Grant
    o. JAG Grant – PRO Officers
    p. Other Grants
12. **SHERIFF DEPT VEHICLE:** No Bids Received on RFP, Request to Purchase 2023 Dodge Durango from Don Franklin Somerset, Inc.
13. **9-1-1:** Explorer Bid Opener
14. **ESTATE OF JAMES STEVEN VENTURINO:** Request to be referred to Fiduciary Commissioner
15. **ORDERS & SETTLEMENTS**
16. **CORRESPONDENCE ON RECORD**
17. **PUBLIC**
18. **PERSONNEL:**
    a. Circuit Clerk
    b. Prosecutor
    c. County Commission

Commissioner Taylor made a **MOTION** that this county commission ask that Robert Adams and Isom Ooten resign from the Mingo County PSD Board and we give them three days to so and if they do not do that then the commission start the process through the courts to remove them from those seats.

Commissioner Hannah: I will not second that.

Commissioner Brown: So, the law will say that there are four ways in which a board member of the PSD can be removed and it has to be through a petition and it has to be failure to basically malfeasance, failure to operate within the law and a couple of other things, and I don't think anybody has stolen money, I think it was just mismanaged. I think we should like at how that goes forward and I would hope that pride can be set aside and do what's best for this county is what I really would hope. It's uncomfortable because I like everybody but there has to be a change down there so with that I'll second that MOTION.

Vote was 2 yes/1 no. Motion carried.

Is there any more discussion on providing $588,000 to the PSD which would come out of Economic Development Funds for infrastructure.

Commissioner Taylor: What I see from their requests for the $588,000, I don't think some of that stuff we can legally pay out of that fund.

Commissioner Brown: Well, it would be my opinion, at least the way I would approach it is that we agree to whatever number they need but only remit the amount upon invoices presented for qualified expenses instead of sending a blank check for $588,000. So, if we're not able to pay a power bill we tell them and if we can we pay it. We still have a little over $2 million in that account and it can only be used in economic development and infrastructure so I'm okay with the $588,000 contingent upon acceptable expenditures evidenced by an invoice.

Commissioner Hannah made a **MOTION** authorizing up to $588,099.40 contingent upon acceptable invoices being submitted. Commissioner Taylor seconded. The vote was unanimous. Motion carried.

BOARD MEMBER APPOINTMENTS

Commissioner Hannah made a **MOTION** to appoint Noah Bailey and Jim Kennedy to the Mingo County PSD Board. Commissioner Taylor seconded. The vote was unanimous. Motion carried.

Oath of office was given to Jim Kennedy and Keith Hess in attendance of commission meeting.

GRANTS: DISCUSSION, ACTION

a. **VOCA GRANT: PROSECUTOR'S OFFICE; SHERIFF DEPT.**

No matters discussed.

b. **WVCFIA – FIRE SUPPRESSION SYSTEM**

No matters discussed.

07/02/2025 14:48 #707 P.002/006 From:

IN THE COUNTY COMMISSION OF MINGO COUNTY, WEST VIRGINIA

ORDER

IN RE: Mingo Co. Board Appointments

The County Commission of Mingo County, West Virginia, at a REGULAR SESSION on the 5th day of MARCH 2025 hereby Orders the following:

Appoint Noah Bailey to Mingo County PSD Board. and Jim Kennedy to Mingo County PSD Board.

Motion by: TT DH Seconded by: TT

Vote: 3 Yes ___ No ___ Abstain (___)

This Order effective this the 5TH day of MARCH 2025.

ORDER:

ENTER:

Nathan Brown

Diann Hannah

Thomas Taylor

IN THE COUNTY COMMISSION OF MINGO COUNTY, WEST VIRGINIA

ORDER

IN RE: Mingo PSD

The County Commission of Mingo County, West Virginia, at a REGULAR SESSION on the 5th day of MARCH 2025 hereby Orders the following:

Request Robert Adams and Leon Oaten Resign within 3 days and if they don't Resign, Start process to Remove them.

Motion by: TT Seconded by: NB

Vote: 2 Yes 1 No Hannah Abstain (_____)

This Order effective this the 5TH day of MARCH 2025.

ORDER:

ENTER:

Nathan Brown

Diann Hannah

Thomas Taylor

OATH OF OFFICE

I, **KEITH HESS**, do solemnly affirm that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as a board member for the Mingo County PSD, of Mingo County, West Virginia, to the best of my skill and judgment, so help me God.

(sign) _____

State of West Virginia;
County of Mingo, To-Wit;

I, Tina L. Abbott, a Notary Public within and for the County and State aforesaid, do hereby certify that Keith Hess, whose name is subject to the foregoing document, acknowledged the same before me this the 5th day of March, 2025, in my said County and State.

Given under my hand this 5th day of March, 2025.

My Commission Expires: 10/23/2028.

Tina L. Abbott
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Tina L. Abbott
Mingo County Commission
79 East 2nd Ave.
Room 130
Williamson WV 25661
My Commission Expires October 23, 2028

OATH OF OFFICE

I, **JIM KENNEDY**, do solemnly affirm that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as a board member for the Mingo County PSD, of Mingo County, West Virginia, to the best of my skill and judgment, so help me God.

(sign) Jimmy Kennedy

State of West Virginia;
County of Mingo, To-Wit;

I, Tina L. Abbott, a Notary Public within and for the County and State aforesaid, do hereby certify that Jim Kennedy, whose name is subject to the foregoing document, acknowledged the same before me this the 5th day of March, 2025, in my said County and State.

Given under my hand this 5th day of March, 2025.

My Commission Expires: 10/23/2028.

Tina L. Abbott
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Tina L. Abbott
Mingo County Commission
75 East 2nd Ave.
Room 136
Williamson WV 25661
My Commission Expires October 23, 2028

RULES OF PROCEDURE

MINGO COUNTY PUBLIC SERVICE DISTRICT

ARTICLE I
NAME AND PLACE OF BUSINESS

Section 1. Name: MINGO COUNTY PUBLIC SERVICE DISTRICT

Section 2. The principal office of Mingo County Public Service District (the "District") is located at 1 Riverside Drive, Naugatuck, Mingo County, West Virginia.

Section 3. The Common Seal of the District shall consist of circle inscribed with Mingo County Public Service District.

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

ARTICLE II
PURPOSE

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

ARTICLE III
MEMBERSHIP

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

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

ARTICLE IV
MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the 3rd Tuesday of each month at the District's office, unless otherwise stated in notices for meetings. If the day stated shall fall on a legal holiday, the meeting shall be moved to a date that the Board approves. Special meetings of the Board may be called at any time by the Chairman or by a quorum of the Board.

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

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

PUBLIC NOTICE OF MEETINGS

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

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

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

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

ARTICLE V
OFFICERS

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

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

ARTICLE VI
DUTIES OF OFFICERS

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

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

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

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

ARTICLE VII
AMENDMENTS TO RULES OF PROCEDURE

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

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

Adopted: 12-19, 2023

MINGO COUNTY PUBLIC SERVICE DISTRICT

Chairman

Secretary

MINGO COUNTY PUBLIC SERVICE DISTRICT
MINUTES OF BOARD MEETING
MARCH 25th, 2025

The Public Service Board of Mingo County Public Service District met in special session, pursuant to notice duly posted on the 25th day of March 2025 at the District's Office in Naugatuck, WV, at the hour of 11:00am.

PRESENT:

Keith Hess	BOARD MEMBER
Jim Kennedy	BOARD MEMBER
Noah Bailey	BOARD MEMBER
J.B. Heflin	SECRETARY
Chris Varney	GENERAL MANAGER

Jim Kennedy made a motion to nominate Keith Hess as Chairman of the Board. Noah Bailey seconded. Motion carried.

Keith Hess made a motion to nominate Jim Kennedy as Treasurer of the Board. Noah Bailey seconded. Motion carried.

Gwen Clayton of Region II Planning and Development Council presented the Board with Drawdown #4 for the Hanover Water Project.

Jim Kennedy made a motion to approve Drawdown #4 for the Hanover Water Project. Noah Bailey seconded. Motion carried.

Mike Preston of the Gilbert Water Department presented the Board with an O&M Agreement for the operation of the Justice Water System pump station. Mr. Preston stated the Gilbert Water Department employees would turn the Justice Water System pump station on and off for the District daily as needed for $75.00 per hour.

Keith Hess made a motion that the Board review the Agreement and take it up at the next meeting.

Keith Hess requested the status of the Critical Needs Grant for telemetry upgrades to the District's water system.

Chris Varney stated CITCO (the contractor installing the upgrades) would be at the waterplant this Thursday to discuss where to start.

Brandon Conley of EL Robinson Engineering discussed the Hanover Water Project and stated he would check with the funding agencies on bidding out for construction of the Justice Water System service lines.

Jim Kennedy made a motion to adjourn. Noah Bailey seconded. Motion carried.

SECRETARY: JB Heflin

MINGO COUNTY PUBLIC SERVICE DISTRICT
MINUTES OF BOARD MEETING
MAY 20TH, 2025

The Public Service Board of Mingo County Public Service District met in regular session, pursuant to notice duly posted on the 20th day of May 2025 at the District's Office in Naugatuck, WV, at the hour of 1:00 PM.

PRESENT:

Keith Hess	BOARD MEMBER
Jim Kennedy	BOARD MEMBER
Noah Bailey	BOARD MEMBER
Chris Varney	GENERAL MANAGER

Keith Hess called meeting to order , Jim Kennedy seconded ,

USDA payments to start back in June 2025

A motion was made by Jim Kennedy to raise the rate in Justice
To match the Mingo Co rate ,Keith Hess seconded the motion ,
Motion carried.

Gwen Clayton with region II planing stated that a critical needs application
was filed May 7th.

Telemetry was once again discussed and Keith Hess asked that GM
Chris Varney put together a map showing progress on telemetry.

Jim Kennedy made a motion to hire Cook sanitation Noah Bailey seconded
The motion , motion carried,

Jim Kennedy made a motion to enter into executive session ,Noah Bailey
Seconded ,motion carried , There was no action taken during executive session

Keith Hess made a motion to nominate Jamie Willis as Secretary of the Board ,Noah Bailey seconded
The motion ,motion carried

Jim Kennedy made a motion to adjourn. Noah Bailey seconded. Motion carried.

CHAIRMAN: _____

SECRETARY: Jamie Willis

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

MINUTES ON CONFIRMATION OF OFFICERS ADOPTION OF
BOND RESOLUTION, SUPPLEMENTAL RESOLUTION,
DRAW RESOLUTION AND
SWEEP RESOLUTION

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

*** *** ***

Mingo County Public Service District met in regular session, pursuant to notice duly posted, on the 30th day of June 30, 2025, in Naugatuck, West Virginia, at the hour of 1:00 pm.

PRESENT Keith Hess, Chairman
Jamie Willis, Secretary
Jim Kennedy
Noah Bailey
John Stump, Steptoe & Johnson

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

RESOLUTION AUTHORIZING THE PAYMENT OF THE PRIOR NOTE AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF MINGO COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,664,466 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 A (WEST VIRGINIA SRF PROGRAM); AND NOT MORE THAN $350,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS;

AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Jim Kennedy and seconded by Noah Bailey, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SEREIS 2025 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2025 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE) OF MINGO COUNTY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE BOND PURCHASE AGREEMENT RELATING TO THE SERIES 2025 A BONDS AND SERIES 2025 B BONDS; AUTHORIZING AND APPROVING THE SALE OF THE SERIES 2025 A BONDS AND SERIES 2025 B BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING CONTRACTS FOR THE PROJECT; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Jim Kennedy and seconded by Noah Bailey, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Jim Kennedy and seconded by Noah Bailey, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Chairman presented a proposed Sweep Resolution for the automatic payments to the Municipal Bond Commission. Thereupon, on motion duly made by Jim Kennedy and seconded by Noah Bailey, it was unanimously ordered that the said Sweep Resolution be adopted.

*** *** ***

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

CERTIFICATION

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

Dated: July 17, 2025

Janice Willis

Secretary

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495

Harold Ward, Cabinet Secretary
dep.wv.gov

September 20, 2021

Mr. Robert Adams, Chairman
Mingo County PSD
1 Riverside Drive
Naugatuck, WV 25685

RE: Mingo County Public Service District
Sanitary Sewer Service Extension and
Rehabilitation Project for the Chattaroy Area
SRF No. C- 544604

Dear Chairman Adams:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it may be necessary to issue an addendum to the contract documents prior to opening of bids to include the current Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be electronically sent to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Matthew Codispoti at (304) 926-0499, ext. 43782, or at Matthew.B.Codispoti@wv.gov.

Sincerely,

Katheryn D. Emery, P.E.
Acting Director DWWM
Clean Water SRF Program

KE/mc

cc: Jesse Alden, P.E., The Thrasher Group

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") and the MINGO COUNTY PUBLIC SERVICE DISTRICT (the "Grantee").

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the "EEG Fund") and the Legislature has appropriated funds to the EEG Fund;

WHEREAS, the West Virginia Water Development Board (the "Board") has reviewed the application of the Grantee and has authorized the Authority to make a bid overrun grant to the Grantee in the amount not to exceed $580,934 (the "Grant"), for the purpose of the rehabilitation of the inflow and infiltration system including minor improvements to the main pump station (the "Project") at total estimated cost of $8,295,460, and which will also be funded by the United States Army Corps of Engineers, the West Virginia DEP CWSRF Program, the Appalachian Regional Council and the West Virginia Infrastructure and Jobs Development Council;

WHEREAS, the Grantee is either a governmental entity or a non-for-profit entity;

WHEREAS, the Grantee wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the Project described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee's understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Authority shall advance its share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred (with detailed invoices showing actual expenditures), which requisition must be satisfactory to the Authority. The Authority shall pay for any costs that are incurred from the

beginning date set forth on Exhibit A (the "Beginning Date"), to the expiration date set forth on Exhibit A (the "Expiration Date"), of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and timely performance of the scope of the Project and are eligible costs for the EEG Fund. The Authority shall review and approve such requests and any costs preceding the date hereof must be included in the first draw. All requests for payments under this Grant Agreement shall be submitted in detail sufficient for a program pre-audit and post-audit thereof. All funds must be expended (payment issued for expenses incurred) prior to or on December 31, 2027.

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

4. The Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A. If the Grantee uses the Grant proceed for any ineligible costs it will reimburse such amount to the Authority. If all or part of the property, supplies, or equipment comprising the Project are sold, transferred or otherwise disposed of to any entity other than a governmental entity or a non-for-profit entity, the Grantee shall reimburse the Authority the amount of the Grant or it may be waived/modified at the determination of the Authority. The amount of repayment may be reduced by the applicable share of accumulated depreciation of the Project as determined by the Authority. Construction of the Project must be completed prior to or on December 31, 2027.

5. The Authority shall pay the approved requisition amount using the State's OASIS system.

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

7. The Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project. The Grantee shall post a sign detailing the Grant following the specifications in Exhibit B.

8. The Grantee and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

9. The Authority and the Grantee shall comply with any rules adopted for the State of West Virginia.

10. The Grantee agrees to comply with all applicable State laws and requirements. The Grantee agrees to allow the Authority and the State of West Virginia and their respective auditors access to all records and financial statements relating to the Grant.

11. **This Grant Agreement will cover all Costs incurred for the Project commencing on the Beginning Date to and including the Expiration Date, unless extended at the direction of the Board (the "Grant Period").**

12. The Authority will close out this Grant Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the Board, within thirty (30) calendar days after the Expiration Date, the Grantee must submit any outstanding reports, including a final project report. Within thirty (30) calendar days after receipt of all outstanding reports, the Authority will make upward or downward adjustments to the allowable costs, and then make prompt payments to the Grantee for remaining allowable costs. The close out of this Grant Agreement does not affect any of the following:

a. The right of the Authority to disallow costs and recover funds on the basis of a later audit or other review;

b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions; or

c. The Grantee's obligations regarding audits and records retention.

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

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

[Remainder of page intentionally left blank]

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

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman
Date: July 17, 2025

(SEAL)

Attest:

_____
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director
Date: July 17, 2025

(SEAL)

Attest:

_____
Its: Authorized Officer

Exhibit A

Project Description
(IJDC 2018S-1776)

The Project consists of the rehabilitation of the inflow and infiltration system including minor improvements to the main pump station, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: 40
Location: Chattaroy area of Mingo County

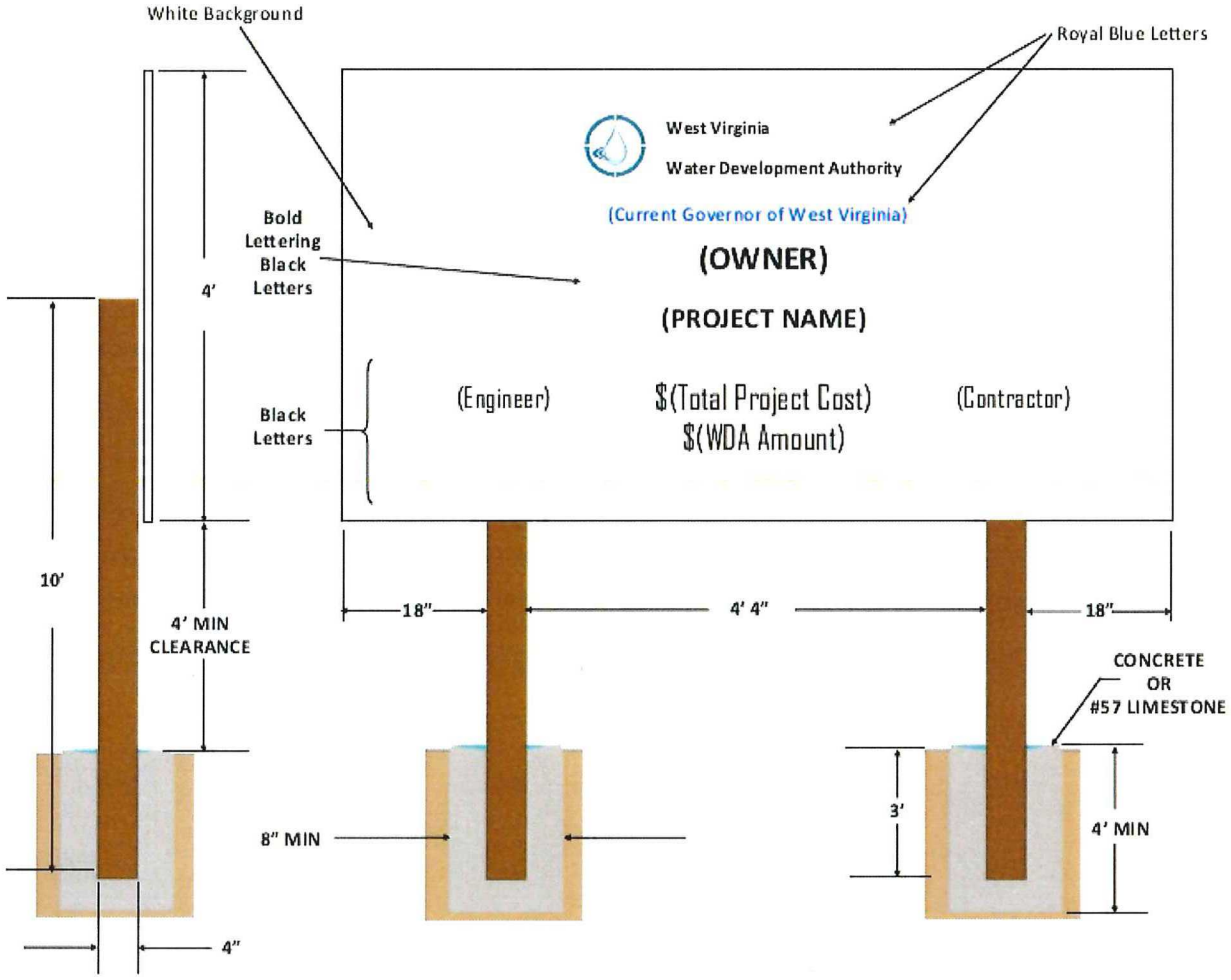
Grantee:	Mingo County Public Service District
Address:	PO Box 98, Naugatuck, WV 25685
Grant Amount:	Up to $580,934
Fiscal Year:	July 1 – June 30
FEIN:	55-0689651

Beginning Date:	March 7, 2025
Expiration Date:	December 31, 2027

Exhibit B

WDA Sign Specifications

Images are **NOT** to scale



- Sign is 4' x 8' x ¾" plywood
- Posts are 4" x 4" x 10' pressure treated wood
- NOTES: Sign is to be posted in a conspicuous location for public viewing near the project work site.

  Lettering and logo placement should closely approximate the illustration.

  Sign purchase and installation is to be included in the mobilization cost.

  Sign should remain in place until completion of the project.

  Installed per attached specifications.

IC-2
(04/24)

GRANT AGREEMENT
(2018S-1776)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), at the direction of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the MINGO COUNTY PUBLIC SERVICE DISTRICT (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed $665,000, of which $165,000 is for the bid overrun (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

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

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

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

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

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

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

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

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

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

11. This Grant Agreement will expire on July 1, 2027 (the "Expiration Date"), unless extended at the direction of Council.

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

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

[Remainder of page intentionally left blank]

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

MINGO COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman
Date: July 17, 2025

(SEAL)

Attest:

_____
Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director
Date: July 17, 2025

(SEAL)

Attest:

_____
Its: Authorized Officer

Exhibit A

Project Description
(IJDC 2018S-1776)

The Project consists of the rehabilitation of the inflow and infiltration system including minor improvements to the main pump station, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: 40
Location: Chattaroy area of Mingo County

Governmental Agency:	Mingo County Public Service District
Address:	PO Box 98, Naugatuck, WV 25685
Grant Amount:	Up to $665,000, of which $165,000 is for the bid overrun
Fiscal Year:	July 1 – June 30
FEIN:	55-0689651

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

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

MINGO COUNTY PUBLIC SERVICE DISTRICT
2018S-1776

Payor:	**West Virginia Infrastructure & Jobs Development Council**
Source:	**Grant Proceeds**
Amount:	**$**_____
Date:	_____
Form:	**Electronic Funds Transfer**
Payee:	**Mingo County Public Service District** **PO Box 98, Naugatuck, WV 25685**
Contact Name:	_____
Telephone:	**(304)** _____
Bank Name:	_____
Bank Street Address:	_____
Bank Contact:	_____
Telephone:	**(304)** _____
ABA:	_____
Account #:	_____
Account Name:	_____

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
HUNTINGTON DISTRICT
502 8TH STREET
HUNTINGTON, WV 25701

December 10, 2020

Planning, Programs and Project Management Division
Project Management Branch

Robert Adams
Chairman of the Board, Mingo County Public Service District
P.O. Box 98
Naugatuck, WV 25685

Dear Mr. Adams:

On behalf of the U.S. Army Corps of Engineers' Section 340 Program, I am pleased to inform you that your application for funding for the Chattaroy Sanitary Sewer Service Extension and Rehabilitation Project in Chattaroy, Mingo County, WV was selected. Your project was deemed appropriate under the established criteria for the Section 340 Program and selected for funding in the amount of $1,050,000 in Federal funds for project design and construction.

This is a reimbursable program and should not be considered a grant program. The Corps of Engineers is authorized to provide assistance for a defined scope of work with cost sharing at 75% Federal and 25% non-Federal. These funds must be cost shared with all costs associated with project to include Corps of Engineers reviews, environmental assessment, etc. Your project budget reflects $350,000 matching local cost share funds and $1,050,000 Corps of Engineers funds. The projection of reimbursement for project invoices is estimated to be $975,000.

You will be working with me, Lesli Stone Smith, as the Project Manager in the Huntington District Corps of Engineers on the development of a scope of work, and I will also provide you with program details. If you need to contact me, I can be reached at (304) 399-5964 or by email at Lesli.F.StoneSmith@usace.army.mil.

A copy of this letter has been sent to the Region 2 Planning & Development Council, Attn: Kathy Elliott, 400 Third Avenue, Huntington, WV 25701. We congratulate you and look forward to continuing to work together to make West Virginia a better place for us all.

Sincerely,

Lesli Stone Smith

Lesli Stone Smith
Program Manager

Appalachian Regional Commission

PROJECT ANNOUNCEMENT

Subject:	Chattaroy Sewer Extension and Rehabilitation Project
	WV-20504-R1-214-25
Grantee:	Mingo County Public Service District
	Naugatuck , WV
Local Contact:	Gwen Clayton **Congressional** 1 304-529-3357 **District(s):**
Funding:	ARC $1,684,920 State $745,934 **Total** $2,430,854

WASHINGTON, D.C.-

The Appalachian Regional Commission announced today approval of a grant in the amount of $1,684,920 to the Mingo County Public Service District for the Chattaroy Sewer Extension and Rehabilitation project. ARC approved $748,520 for this project in September 2021 to provide new wastewater service to 5 businesses and 55 households and improved, reliable service to 9 businesses and 270 households. The project will also provide the necessary infrastructure for planned and potential development of a 20-acre site. Due to cost overruns, additional funding is necessary.

ARC funding will be used to extend sewer service to a closed, capped landfill and to residences and businesses along the proposed line, as well as to replace and rehabilitate two sections of the existing sewer collection system. Currently, leachate from the landfill is trucked to the wastewater treatment plant (WWTP) in the City of Williamson for disposal at great expense. The provision of sewer lines to the former landfill will represent the final utility to be extended to it, thus making the flat 20-acre site attractive for redevelopment. The unserved businesses and residences in the east Chattaroy area near the former landfill

currently have failing septic systems and raw sewage is sometimes discharged directly into Buffalo Creek.

The existing sewer collection system was built in the 1960s of vitrified clay pipe and brick manholes. The deteriorated condition of both the pipes and manholes creates opportunities for inflow and infiltration (I/I). During high rain events, the I/I from the rain itself and the flooding from Buffalo Creek create raw sewage overflows in residents' homes and yards, as well as significantly increased charges to the PSD for the cost of treatment by the Williamson WWTP.

The project will extend 11,855 linear feet of 8-inch and smaller diameter PVC pipe to the former landfill site. In the two sections that need repair, 2,445 linear feet will be replaced and 4,725 linear feet will be spray lined.

Funding for this project is from ARC's Central Appalachian Distressed County Infrastructure (CADCI) grant dollars. In addition to the $2,433,440 in ARC-CADCI funds, state sources will provide an additional $5,862,020, for a total project cost of $8,295,460.

About the Appalachian Regional Commission

The Appalachian Regional Commission (ARC) is an economic development agency of the federal government and 13 state governments focusing on 423 counties across the Appalachian region. ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia and help the region achieve socioeconomic parity with the nation. More information is available at www.arc.gov.

Appalachian Regional Commission

To: Gayle C. Manchin, Federal Co−Chair

Subject: Chattaroy Sewer Extension and Rehabilitation Project
WV-20504-214-21

Grantee: Mingo County Public Service District
Naugatuck , WV

County(s): Distressed: Mingo

Basic Agency: Rural Development

Goal: ARC Goal 3, Objective 2. State Strategy 3.2.1: Provide support for expansion or rehabilitation of basic infrastructure to improve community quality of life and facilitate economic development.

Purpose: This project will expand sewer service to new customers, enable a former landfill site to be developed, ensure that existing customers near Chattaroy have adequate, reliable sewer service, and support tourism-related economic development.

Funding:

ARC (CADCI)	$748,520	17%
Other Federal	$1,050,000	24%
State	$1,692,000	39%
Local	$891,110	20%
Total	$4,381,630	100%

Other federal funding is from the US Army Corps of Engineers ($1,050,000), state funding is a grant from the WV Department of Environmental Protection ($1,192,000) and a grant from the Infrastructure and Jobs Development Council ($500,000), and local funding is a loan from the WV Department of Environmental Protection.

Description:

The Mingo County Public Service District (PSD) seeks ARC assistance to extend sewer service to a closed, capped landfill and to residences and businesses along the proposed line. It will also replace and rehabilitate two sections of the existing sewer collection system. Currently, leachate from the landfill is trucked to the wastewater treatment plant (WWTP) in the City of Williamson for disposal at great expense. The provision of sewer lines to the former landfill will represent the final utility to be extended to it, thus making the 20-acre, flat site attractive for redevelopment. The unserved businesses and residences in the east Chattaroy area near the former landfill currently have failing septic systems (because of the impervious clay) or discharge raw sewage directly into Buffalo Creek.

The existing sewer collection system was built in the 1960s of vitrified clay pipe and brick manholes. The deteriorated condition of both the pipes and manholes creates opportunities for inflow and infiltration (I/I), particularly in two segments. During high rain events, the I/I from the rain itself and the flooding from Buffalo Creek create raw sewage overflows in residents' homes and yards, as well as significantly increased charges to the PSD for the cost of treatment by the Williamson WWTP.

The project will extend 11,855 linear feet of 8-inch and smaller diameter PVC pipe to the former landfill site and new customers. In the two sections that need repair, 2,445 linear feet will be replaced and 4,725 linear feet will be spray lined.

Rationale/Benefits:

Roughly twenty years ago, the Mingo County Public Service District was awarded through receivership the assets of the former Chattaroy Public Service District. In addition to assuming responsibility for the system which had not been maintained, the Mingo County PSD assumed responsibility for a significant debt load that had not been serviced. Although the PSD has raised rates somewhat, it cannot raise them enough to cover the cost of extension and rehabilitation and therefore, requires outside funding assistance. This project is the highest ranked in the Region II Planning and Development Council's Comprehensive Economic Development Strategy. In addition to providing basic infrastructure for existing businesses and residents, it will support planned tourism-related development fueled by the Tug River Water Trail initiative and the Buffalo Mountain Trailhead of the Hatfield McCoy Trail system.

Performance Measure (Outputs):

This project will serve a total of 325 households and 14 businesses. New service will be extended to 55 households and five businesses via 11,855 linear feet of gravity sewer lines, and 270 households and 9 businesses in the existing customer base will be served by the rehabilitation and upgrade of linear feet of lines.

Performance Measure (Outcomes):

The project will improve 325 households and 14 businesses through either new or improved sewer service. It will also enable the development of a 20-acre site and create $500,000 in cost savings because the leachate from the closed landfill will no longer have to be trucked to the wastewater treatment facility.

This project will have a primary impact on distressed areas. The project is consistent with the ARC Act and Code and is recommended for funding.

Recommended:

Brandon McBride	9/23/2021 9:14 AM
Executive Director	Date Recommended

Approved:

Gayle C. Manchin	9/24/2021 12:32 PM
Federal Co-Chair	Date Approved

West Virginia Department of Environmental Protection

Conflict of Interest Policy

12-4-14. West Virginia Grant Transparency and Accountability Act; Accountability of grantees receiving state funds or grants, procedures, reporting, auditing, investigations, and recovery; sworn statements by volunteer fire departments; rule making, criminal penalties.

(a) This section may be cited as the West Virginia Grant Transparency and Accountability Act. The West Virginia Grant Transparency and Accountability Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of state grant recipients, thereby ensuring quality programs and limiting fraud, waste, and abuse.

(b) For the purposes of this section:

(1) "Grantor" means a state spending unit awarding a state grant.

(2) "Grantee" means any entity receiving a state grant, including a state spending unit, local government, corporation, partnership, association, individual, or other legal entity.

(3) "Subgrantee" means an entity, including a state spending unit, local government, corporation, partnership, association, individual, or other legal entity, that receives grant money from a grantee that was awarded a state grant.

Conflicts of interest – The State Auditor shall adopt rules regarding conflict of interest policies for state grants. Grantors, grantees, and subgrantees must disclose, in writing, any potential conflicts of interest to the grant applicant prior to awarding the state grant.

I have read this Conflict of Interest Policy and will comply, if required.

JCV — 7/17/25

Name — Date

Form-NOA

West Virginia Department of Environmental Protection

WV Code	CFR	Date of Award
n/a	N/A	07/15/2025

Recipient Type	Grant Year	Grant Number	Function Number	Encumbrance Number	Sub Recipient FEIN
Government	FY26	2018S-1776	04271	GrtAwd26*0205	55-0689651

Sub Recipient:	Sub Recipient Contact
Mingo County Public Service District PO Box 98 Naugatuck, WV 25685 Vendor # *206576	Chris Varney, Executive Director Email: chris@mingocountypsd.com Phone: 304-235-2244 or 304-688-2939

Project Title and Description:

Chattaroy IJDC Project 2018S-1776 LCAP Funding: Connecting the closed Mingo County Landfill into the system during the rehabilitation project of the entire collection system.

Performance Period:	Amount Obligated this Action:	Cumulative Sub Grant Amount:
07/15/2025 – 09/30/2030	$1,551,620.00	$1,551,620.00

NOTICE OF AWARD

This award may be terminated by WVDEP without further cause if the sub recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Sub Grant Unit listed below within 21 days after receipt. This agreement is subject to applicable federal and state statutory provisions, and all terms and conditions of this agreement and any attachments.

AWARD APPROVAL OFFICE

ORGANIZATION / ADDRESS

Harold D. Ward, Cabinet Secretary
West Virginia Department of Environmental Protection
601 57th Street, S.E.
Charleston, WV 25304

WVDEP Sub Grant Unit	WVDEP Project Manager:	WVDEP Agency Director
Carolyn Norvell, Sub Grants Manager Business Operations Office 601 57th Street, SE Charleston, WV 25304 304-926-0499 ext. 41939	Matthew Butler, Deputy Director Special Reclamation 601 57th Street, SE Charleston, WV 25304 304-574-4465, ext. 00243	Matthew Butler, Deputy Director Special Reclamation 601 57th Street, SE Charleston, WV 25304 304-574-4465, ext. 00243

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Signature of Award Official	Typed Name and Title	Date
Matthew Butler	Matthew Butler, Deputy Director Special Reclamation	07.16.2025

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

Signature	Typed Name and Title	Date
	JAMES C VARNEY Managing Director	7/17/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2025

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

West Virginia Board of Risk & Insurance Management
1124 Smith Street Suite 4300
Charleston, WV 25301

CONTACT NAME:
PHONE (A/C, No, Ext): 304-766-2646 **FAX (A/C, No):** 304-558-6004
E-MAIL ADDRESS: brim.underwriting@wv.gov

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Co of Pitttsburgh PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MINGO COUNTY PUBLIC SERVICE DISTRICT
P O BOX 98

NAUGATUCK WV 25685

COVERAGES **CERTIFICATE NUMBER:** **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			L 9-2660	07/01/2025	07/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X WRONGFUL ACT						MED EXP (Any one person)	$ 0
	X PROFESSIONAL						PERSONAL & ADV INJURY	$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ NONE
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ NONE
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			L 9-2660	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			L 9-2660	07/01/2025	07/01/2026	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			STOP GAP			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)

SUBJECT TO THE PROVISIONS, CONDITIONS AND EXCLUSIONS OF THE POLICIES LISTED ABOVE, IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" WITH RESPECTS TO: SEWER PROJECT

CERTIFICATE HOLDER

WV WATER DEVELOPMENT AUTHORITY
1009 BULLITT ST
CHARLESTON WV 25301

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

M. Dunn

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STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

Writer's Contact Information

CLOSING MEMORANDUM

To: **Financing Team**

From: **Steptoe & Johnson PLLC**

Date: **July 17, 2025**

Re: **Mingo County Public Service District**
P.O. Box 98
1 Riverside Drive, Naugatuck, WV 25685
Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable)

IJDC# 2018S-1776
SRF# C-544312

A.	Payor:	West Virginia Department of Environmental Protection
	Source:	Series 2025 A Bonds Proceeds ($206,480)
		Series 2025 B Bonds Proceeds ($35,520)
	Wire Total:	$242,000
	Form:	Wire Transfer
	Payee:	Mingo County Public Service District
	Bank:	Independent Correspondent Bankers Bank
	ABA:	[redacted]
	Further credit to:	Guaranty Bank (formerly Bank of Mingo)
	Address:	Rt. 52, Delbarton, WV 25670
	ABA #:	[redacted]
	Account #:	[redacted]
	Contact:	Gerald Hicks, 304.475.4750
B.	Payor:	West Virginia Department of Environmental Protection
	Source:	Series 2025 A Bond Proceeds
	Amount:	$211,506
	Form:	Wire
	Payee:	WV Water Development Authority
	Bank Name	Truist Bank
	Bank Address	1001 Semmes Ave FL3, Richmond, VA 23224-2245
	ABA Routing/Transit Number	[redacted]
	Swift Code	[redacted]
	Wire Acct #	[redacted]
	Wire Account Name	ST DEP-DMS
	For Further Credit –Client Account Name	WDA Supplemental
	For Further Credit – Client Account Number	[redacted]
	ATT:	Truist.IIM.IAS@Truist.com
	Pay	Prior Note

C.	Payor:	West Virginia Infrastructure Fund
	Source:	IJDC Grant Proceeds
	Amount:	$53,081
	Form:	Wire
	Payee:	WV Water Development Authority
	Bank Name	Truist Bank
	Bank Address	1001 Semmes Ave FL3, Richmond, VA 23224-2245
	ABA Routing/Transit Number	[redacted]
	Swift Code	[redacted]
	Wire Acct #	[redacted]
	Wire Account Name	ST DEP-DMS
	For Further Credit –Client Account Name	WDA Supplemental
	For Further Credit – Client Account Number	[redacted]
	ATT:	Truist.IIM.IAS@Truist.com
	Pay	Prior Note

Total Payoff $264,587 (Items B and C)

D.	Payor:	West Virginia Infrastructure Fund
	Source:	Grant Proceeds
	Amount:	$15,000
	Form:	Wire Transfer
	Payee:	Mingo County Public Service District
	Bank:	Independent Correspondent Bankers Bank
	ABA:	[redacted]
	Further credit to:	Guaranty Bank (formerly Bank of Mingo)
	Address:	Rt. 52, Delbarton, WV 25670
	ABA #:	[redacted]
	Account #:	[redacted]
	Contact:	Gerald Hicks, 304.475.4750

E.	Payor:	West Virginia Department of Environmental Protection
	Source:	LCAP Grant Proceeds
	Amount:	$186,090.40
	Form:	Wire Transfer
	Payee:	Mingo County Public Service District
		Bank: Independent Correspondent Bankers Bank
	ABA:	[redacted]
	Further credit to:	Guaranty Bank (formerly Bank of Mingo)
	Address:	Rt. 52, Delbarton, WV 25670
	ABA #:	[redacted]
	Account #:	[redacted]
	Contact:	Gerald Hicks, 304.475.4750

WEST VIRGINIA
Water Development Authority

July 17, 2025

Mingo County Public Service District
Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon a certificate of Griffith & Associates, PLLC, independent certified public accountants and an opinion of Steptoe & Johnson PLLC, as bond counsel, stating that the coverage and parity requirements have been met, the undersigned duly authorized representative for West Virginia Water Development Authority, the registered owner of the entire outstanding aggregate principal amounts of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), in the original aggregate principal amount of $1,664,466 (the "Series 2025 A Bonds"), by the Mingo County Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2025 A Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated November 9, 2005, issued in the original principal amount of $2,552,180 (the "Prior Bonds").

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Authorized Representative

1009 Bullitt Street, Charleston, WV 25301
Phone (304) 414-6500 / fax (304)414-0865
www.wvwda.org

MINGO COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2025 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2025 B
(West Virginia SRF Program/Forgivable)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Guaranty Bank, Delbarton, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Mingo County Public Service District (the "Issuer") adopted June 30, 2025, and the Supplemental Resolution of the Issuer adopted June 30, 2025 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2025 A (West Virginia SRF Program), dated July 17, 2025, issued in the principal amount of $1,664,466 and Sewer Revenue Bonds, Series 2025 B (West Virginia SRF Program/Forgivable), dated July 17, 2025, issued in the principal amount of $350,000 (collectively, the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 17th day of July, 2025.

GUARANTY BANK

By: _____
Its: Authorized Officer

MINGO COUNTY PUBLIC SERVICE DISTRICT

Construction Anticipation Notes, Series 2019 A
(West Virginia Water Development Authority)

RECEIPT AND RELEASE

The undersigned duly authorized representative of the West Virginia Water Development Authority, Charleston, West Virginia (the "WDA"), as the holder of the Mingo County Public Service District Construction Anticipation Notes, Series 2019 A (West Virginia Water Development Authority), dated December 4, 2019 issued in the original aggregate principal amount of $242,500 (the "Prior Note"), hereby certifies that it has this day received the sum of $264,587 from the Mingo County Public Service District and that such sum is sufficient to pay the entire principal amount of and interest accrued on the Prior Note to the date hereof and discharge the liens, pledges and encumbrances securing the Prior Note.

Dated this 17th day of July, 2025.

WEST VIRGINA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Authorized Officer