PUTNAM PUBLIC SERVICE DISTRICT
WATER REFUNDING REVENUE BONDS, SERIES 2021 A

BOND TRANSCRIPT

Date of Closing: June 29, 2021

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PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

WATER REFUNDING REVENUE BONDS, SERIES 2021 A

BOND RESOLUTION

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Bond Resolution

PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Putnam Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Putnam County of said State;

WHEREAS, the Issuer presently owns and operates a water distribution and treatment system (as presently existing and as rehabilitated, improved and extended in the future, collectively, the "System") and has heretofore financed the acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds and the RUS Bonds, as hereinafter defined;

WHEREAS, all of the Prior Bonds and RUS Bonds were issued pursuant to Resolutions of the Issuer previously adopted (such Resolutions, as so amended and supplemented, collectively herein called the "Prior Resolutions" and the "RUS Resolutions" respectively);

WHEREAS, under the provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), the Issuer is authorized to issue refunding revenue bonds for the purpose of refunding, paying or discharging all or any part of its outstanding revenue bonds, including interest thereon;

WHEREAS, the Issuer has determined and hereby determines that present value debt service savings would result from the Issuer's current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, "RUS Bonds");

WHEREAS, the Issuer has determined that it is in the best interests of the customers of Putnam Public Service District and the citizens of Putnam County, West Virginia (the "County") to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project");

WHEREAS, the Issuer has determined, and does hereby affirm, that the acquisition and construction of certain extensions, additions, betterments, and improvements to the System, is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the County and surrounding areas;

WHEREAS, the Issuer has determined that the aforementioned acquisition and construction of extensions, additions, betterments and improvements to the System and the current refunding of the RUS Bonds should be financed with the proceeds from the issuance of its Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt), in the original aggregate principal amount of not more than $17,000,000 (the "Series 2021 A Bonds"), such Series 2021 A Bonds to be secured by and payable from the Net Revenues (as hereinafter defined) of the System on a parity with the Prior Bonds; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interests of Issuer and its customers that the Series 2021 A Bonds be sold to the Original Purchaser (as hereinafter defined) pursuant to the terms and provisions of a bond purchase agreement between the Issuer and the Original Purchaser (the "Bond Purchase Agreement").

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

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Resolution and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2021 A Bonds.

"Additional Parity Bonds" means additional Bonds issued subsequent to the Series 2021 A Bonds payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds and Prior Bonds.

"Authorized Officer" means the Chairman of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the public service board of the Issuer.

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

"Bondholder," "Holder," "Holder of the Bonds," "Owner of the Bonds," "Registered Owner," or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Bond Insurer" means any entity which shall issue a municipal bond insurance policy to insure all or any portion of the payment of principal of and interest on the Bonds and/or provide a municipal bond debt service reserve insurance policy, or other financial instrument, for the purpose of funding, in whole or in part, the Series 2021 A Bonds Reserve Account, and with respect to the Series 2021 A Bonds, shall initially mean the bond insurer or bond insurers, if any, named in the Supplemental Parameters Resolution.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Issuer and the Original Purchaser relating to the sale and purchase of the Series 2021 A Bonds.

"Bond Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Bonds.

"Bond Year" means each of the one-year periods during the term of the Bonds, beginning the second day of December of any calendar year and ending on the first day of December the following calendar year; provided, however, that the first year begins on the date of issuance of the Series 2021 A Bonds and ends on December 1, 2021.

"Bonds" means, collectively, the Series 2021 A Bonds, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

“Capitalized Interest” means monies whether from the proceeds of bonds or any other source deposited in the Sinking Fund for any series of Bonds of the Issuer and pledged to the payment of interest on such bonds.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2021 A Bonds, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS, attached hereto.

"Chairman" means the Chairman of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2021 A Bonds for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Code of West Virginia” means the Code of West Virginia, 1931, as amended.

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

“Costs of Issuance Fund” means the Costs of Issuance Fund created by Section 4.01 hereof.

"Costs" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, those costs described in Section 1.03D.

"Debt Service," with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to the Bonds during such period.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Parameters Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"DTC" means The Depository Trust Company, New York, New York, or its successor.

"DTC-eligible" means, with respect to the Series 2021 A Bonds, meeting the qualifications prescribed by DTC.

"Event of Default" means any occurrence or event specified in Section 7.01.

"FDIC" means the Federal Deposit Insurance Corporation or 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 certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes Capitalized Interest (as herein defined), any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments). Gross Revenues does not include the proceeds of grants or contributions in aid of construction received by the Issuer, or bonds or notes issued by the Issuer, which proceeds are required by the terms of such grant, contribution in aid of construction, bond or note to be used to finance capital improvements, betterments and/or additions for the System or are pledged or obligated for any purpose other than the payment of Operating Expenses (as herein defined) of the System or principal of or interest on the Bonds.

“Independent Certified Public Accountant” 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 purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Issuer” means Putnam Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, located, and operating in, Putnam County of said State and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Maximum Annual Debt Service" means, at the time of computation, the greatest aggregate amount of Debt Service required to be paid on the Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any Term Bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, insuring the timely payment of the principal of and interest on all or any of the Series 2021 A Bonds, in accordance with the terms thereof.

“Municipal Bond Debt Service Reserve Insurance Policy” means the municipal bond debt service reserve insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, which satisfies the Series 2021 A Bonds Reserve Account Requirement with respect to the Series 2021 A Bonds Reserve Account, in accordance with the terms thereof.

"Net Proceeds" means the face amount of the Series 2021 A Bonds, plus accrued interest and premium, if any, plus/less [net] original issue premium/discount, if any, and less proceeds deposited in the Series 2021 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2021 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2021 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2021 A Bonds.

“Official Statement” means a document or set of documents prepared by an issuer of municipal securities or its representatives setting forth, among other matters, information concerning the Issuer of such municipal securities and the proposed issue of securities that is complete as of the date of delivery of the document or set of documents to the Original Purchaser.

"Operating Expenses," unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post-employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

“Original Purchaser” means Crews & Associates, Inc., Charleston, West Virginia, and Little Rock, Arkansas, as the purchaser of the Series 2021 A Bonds directly from the Issuer, or, if the Issuer and such Original Purchaser do not agree to the purchase of the Series 2021 A Bonds with interest rates and other terms allowable under the Act, such other person or persons, firm or firms, bank or banks, corporation or corporations or such other entity or entities as shall purchase the Series 2021 A Bonds directly from the Issuer, as determined by a resolution supplemental hereto.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond or Prior Bond canceled by the registrar for such Bond or Prior Bond at or prior to said date; (b) any Bond or Prior Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Resolution and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders or Bonds respectively, for the purpose of consents, notices and the like, any Bond registered to the Issuer.

"Paying Agent" means the Commission and any other paying agent for the Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

"Prior Bonds" means, collectively, the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds.

"Prior Resolutions" means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" means design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances.

"Purchase Price," for the purpose of computation of the Yield of the Series 2021 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2021 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Series 2021 A Bonds are privately placed, the price paid by the first buyer of the Series 2021 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2021 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2021 A Bonds.

"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.

"Rebate Fund" means the Rebate Fund described in Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Series 2021 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published, mailed or transmitted in accordance herewith.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the premium, if any, required to be paid to effect such redemption.

"Registered Owner," "Bondholder," "Holder," "Owner" or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Registrar" means the bank to be designated in the Supplemental Parameters Resolution as the registrar for the Series 2021 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund created by the Prior Resolutions and continued by Section 4.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts created for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Reserve Account Requirement" means the amount required to be on deposit in the respective Reserve Accounts for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

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

"Revenue Fund" means the Revenue Fund established by the Prior Resolutions and continued hereby.

"RUS Bonds" means, collectively, the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds.

"RUS Resolutions" means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the RUS Bonds.

"Secretary" means the Secretary of the Issuer.

"Series 1999 A Bonds" means the Issuer's Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000.

"Series 1999 B Bonds" means the Issuer's Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000.

"Series 2008 A Bonds" means the Issuer's Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000.

"Series 2009 A Bonds" means the Issuer Water Revenue Bond, Series 2009 A (West

Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000.

"Series 2009 B Bonds" means the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000.

"Series 2010 A Bonds" means the Issuer's Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500.

"Series 2010 B Bonds" means the Issuer's Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200.

"Series 2013 A Bonds" means the Issuer's Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000.

"Series 2013 B Bonds" means the Issuer's Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000.

"Series 2013 C Bonds" means the Issuer's Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000.

"Series 2020 A Bonds" means the Issuer's Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000.

"Series 2021 A Bonds" means the Water Refunding Revenue Bonds, Series 2021 A, of the Issuer, originally authorized to be issued pursuant to this Resolution and the Supplemental Parameters Resolution.

"Series 2021 A Bonds Construction Fund" means the Series 2021 A Bonds Construction Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Redemption Account" means the Series 2021 A Bonds Redemption Account established in the Series 2021 A Bonds Sinking Fund pursuant to Section 4.02 hereof.

"Series 2021 A Bonds Sinking Fund" means the Series 2021 A Bonds Sinking Fund established by Section 4.02 hereof.

"Series 2021 A Bonds Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Reserve Account" means the Series 2021 A Bonds Reserve Account established with the Commission pursuant to Section 4.02 hereof for the benefit of the Series 2021 A Bonds.

"Series 2021 A Bonds Reserve Account Requirement" means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2021 A Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2021 A Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2021 A Bonds.

"Sinking Funds" means, collectively, the respective sinking funds created for the Series 2021 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Parameters Resolution" means any resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Parameters Resolution to be adopted by the Issuer following adoption of this Resolution, and any Certificate of Determinations provided for by such Supplemental Parameters Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2021 A Bonds and authorizing the sale of the Series 2021 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Parameters Resolution and not so included may be contained in any other Supplemental Parameters Resolution.

"Surplus Revenues" means the Net Revenues not required by the Resolution to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Prior Bonds or the Series 2021 A Bonds.

"System" means the complete public waterworks distribution and treatment system of the Issuer, presently existing in its entirety or any integral part thereof, and any further additions, extensions, renovations and improvements thereto hereafter constructed or acquired for the System from any sources whatsoever.

"Term Bonds" means Series 2021 A Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Board hereby finds and determines as follows:

A. The Issuer is a public service district, public corporation and political subdivision of the State of West Virginia, in Putnam County of said State.

B. The Issuer now owns and operates a public water distribution and treatment system, the construction, extension, addition and improvement of which it has financed or refinanced through the issuance of the Prior Bonds and the RUS Bonds.

C. The Issuer has determined that present value debt service savings will result from the current refunding of the RUS Bonds.

D. It is deemed necessary for the Issuer to issue its Water Refunding Revenue Bonds, Series 2021 A, in the original aggregate principal amount of not more than $17,000,000, in order to pay in full the outstanding principal balance of and all accrued interest on the RUS Bonds and permanently finance the costs of acquisition and construction of the Project. The proceeds of the Series 2021 A Bonds may also be applied to the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2021 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; and the payment of underwriter's discount; financial advisor expenses; engineering and legal expenses; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; commitment fees; the premium for a municipal bond insurance policy, if determined to be financially advantageous for the Issuer; the premium for a municipal bond debt service reserve insurance policy, if determined to be financially advantageous for the Issuer; expenses for estimates of costs and revenues; administrative expense; discount; initial fees for the services of registrar's, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2021 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition and 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 2021 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall also be permitted.

E. It is in the best interest of the Issuer that the Series 2021 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Parameters Resolution of the Issuer.

F. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2021 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds") (collectively, the "Prior Bonds").

The Series 2021 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2021 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 2021 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 revenue or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

G. The Issuer derives revenues from the System which are pledged for payment of the Prior Bonds and the RUS Bonds. Except for such pledge thereof to secure and pay the Prior Bonds and the RUS Bonds, said revenues are not pledged or encumbered in any manner. The Issuer intends to issue the Series 2021 A Bonds and to pledge for payment thereof the Net Revenues of the System. Upon issuance of the Series 2021 A Bonds and defeasance of the RUS Bonds, the Series 2021 A Bonds will be secured by a first lien on the Net Revenues of the System, on a parity with the Prior Bonds.

H. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2021 A Bonds and the Prior Bonds, and to pay the principal on the Series 2021 A Bonds and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Resolution.

I. It is in the best interests of the Issuer and the customers thereof, and the citizens of the County, that the Issuer issue the Series 2021 A Bonds, and secure the Series 2021 A Bonds by a pledge and assignment of the Net Revenues derived from the System, the monies in the Series 2021 A Bonds Sinking Fund, the monies in the Series 2021 A Bonds Reserve Account, unexpended proceeds of the Series 2021 A Bonds and as further set forth herein.

J. The Series 2021 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021

A BONDS, attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Parameters Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2021 A Bonds, when authenticated by the Registrar and issued as in this Resolution provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2021 A Bonds will be timely done and duly performed.

L. The adoption of this Resolution, and the execution and issuance of the Series 2021 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and the issuance of the Series 2021 A Bonds, the current refunding of the RUS Bonds, or will have so complied prior to issuance of any thereof.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Series 2021 A Bonds by those who shall own or hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owners of any and all of such Series 2021 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2021 A Bond and any other Series 2021 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATION OF REFUNDING AND ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Refunding. All RUS Bonds Outstanding as of the date of issuance of the Series 2021 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be refunded and paid in full and the pledge of Net Revenues in favor of the Registered Owners of the RUS Bonds imposed by the RUS Resolutions authorizing the issuance of the RUS Bonds, the monies in the funds and accounts created by the RUS Resolutions pledged to payment of the RUS Bonds, and any other funds pledged by the RUS Resolutions to payment of the RUS Bonds are hereby ordered terminated, discharged and released upon such payment to the Registered Owners of the RUS Bonds. Contemporaneously with the payment in full of the RUS Bonds, the amounts on deposit in the sinking funds and reserve accounts, and all other funds and accounts created and maintained on behalf of or pledged to the RUS Bonds, shall be released from the lien created by the RUS Resolutions authorizing the issuance of the RUS Bonds.

Section 2.02. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not more than $5,000,000. The proceeds of the Series 2021 A Bonds hereby authorized shall be applied as

provided herein. The Series 2021 A Bonds are hereby authorized, to be issued in one or more series, in the aggregate principal amount of not more than $17,000,000.

ARTICLE III
THE BONDS

Section 3.01. Form and Payment of Bonds. No Series 2021 A Bond shall be issued pursuant to this Resolution except as provided in this Article III. Any Series 2021 A Bonds issued pursuant to this Resolution may be issued only as fully registered Series 2021 A Bonds without coupons, in the denomination of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution). All Series 2021 A Bonds shall be dated as of the date provided in a Supplemental Parameters Resolution applicable to such series. All Series 2021 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 A Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in exchange for Series 2021 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 A Bonds surrendered.

The principal of and the premium, if any, on the Series 2021 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2021 A Bonds shall be paid by check or draft made payable and mailed to the Registered Owner thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of $1,000,000 or more of the Series 2021 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2021 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2021 A Bond in the principal amount of said Series 2021 A Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2021 A Bonds shall be executed in the name of the Issuer by the Chairman, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2021 A Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2021 A 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 3.03. Authentication and Registration. No Series 2021 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the

Certificate of Authentication and Registration on such Bond, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference with respect to such respective Series 2021 A Bond, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Series 2021 A Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication and Registration on any Series 2021 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2021 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2021 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Series 2021 A Bonds, shall be conclusively deemed to have agreed that such Series 2021 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2021 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2021 A Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2021 A Bonds. The Series 2021 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2021 A Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2021 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2021 A Bond is exercised, Series 2021 A Bonds shall be delivered in accordance with the provisions of this Resolution. All Series 2021 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2021 A Bonds, the initial exchange of Series 2021 A Bonds and exchanges of such Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2021 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of such Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2021 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond so destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Bond Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Net Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2021 A Bonds issued pursuant to this Resolution, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2021 A Bonds Redemption Account in accordance with Subsection 4.03(A)(2) shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 13 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory redemption date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Parameters Resolution relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory redemption date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory redemption date furnish the Registrar and the Commission with its certificate indicating whether and to

what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Commission may use the moneys in the Series 2021 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the redemption date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable such Series 2021 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory redemption date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of $5,000.

Section 3.07. Notice of Redemption. Unless waived by any Registered Owner of the Bonds to be redeemed, official notice of any proposed redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

(1) The Redemption Date,

(2) The Redemption Price,

(3) If less than all outstanding Series 2021 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-eligible Bonds.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2021 A Bonds or portions of such Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Series 2021 A Bonds or portions of such Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2021 A Bonds or portions of such Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein shall not affect the validity of proceedings for the redemption of Series 2021 A Bonds, and failure to provide such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute, and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Resolution. Upon the presentation and surrender of any Bond in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefore, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefore to the Holder of such Bond in temporary form.

Section 3.10. Authorization of Bonds. For the purposes of, in combination with other funds of the Issuer available therefor, paying the costs of acquisition and construction of the Project and paying in full the entire outstanding principal of and all accrued interest on the RUS Bonds, paying the premium for a Municipal Bond Insurance Policy, if determined to be financially advantageous to the Issuer, to secure the payment of principal of and interest on the Series 2021 A Bonds, funding the Series 2021 A Bonds Reserve Account (or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy, if determined to be financially advantageous to the Issuer), in an amount equal to the Series 2021 A Reserve Requirement and paying costs of issuance of the Series 2021 A Bonds and related costs, there shall be issued the Series 2021 A Bonds of the Issuer, in an aggregate principal amount of not more than $17,000,000. The Series 2021 A Bonds shall be designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A" and shall be issued in fully registered form, in

denominations of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution), not exceeding the aggregate principal amount of Series 2021 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2021 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2021 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Parameters Resolution.

Section 3.11. Book Entry System for Series 2021 A Bonds. The Series 2021 A Bonds (if purchased by the Original Purchaser) shall initially be issued in the form of one fully registered bond for the aggregate principal amount of the Series 2021 A Bonds of each maturity and shall be registered in the name of Cede & Co., as nominee of DTC. Notwithstanding anything herein to the contrary contained, so long as the Series 2021 A Bonds are so issued and registered, DTC (or its nominee) shall be treated as the sole Registered Owner for all purposes hereunder. Each Bond shall bear a legend substantially to the following effect "Except as otherwise provided in the Resolution, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Resolution) or to a successor of DTC or to a nominee of a successor of DTC. Unless this certificate is presented by an authorized representative of DTC, to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein."

With respect to Series 2021 A Bonds registered in the records of the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent shall have no responsibility or obligation to any other participant in DTC or to any Person on behalf of whom such a participant in DTC holds a beneficial interest in the Series 2021 A Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any other participant in DTC with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any notice with respect to any Series 2021 A Bonds, including without limitation any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any amount with respect to principal of, premium, if any, or interest on, any Bond, or (iv) any consent given by DTC as Registered Owner. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the records of the Registrar as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to any Bond for the purpose of making payment of any purchase price of such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 A Bonds and the purchase price of any Bond only to or upon the order of the respective Registered Owners, as shown in the records of the Registrar as provided in this Resolution, or their respective attorneys or legal representatives duly authorized in writing, and all such payments shall be valid

and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 A Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Resolution.

The Registered Owners have no right to a depository for the Series 2021 A Bonds. The Issuer may remove DTC or any successor thereto for any reason at any time. In such event or in the event DTC shall notify the Issuer that DTC is discontinuing its book-entry system for the Series 2021 A Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the DTC of Bond certificates and transfer one or more separate Bond certificates to other participants or beneficial owners as DTC may direct. In such event, the Series 2021 A Bonds shall no longer be restricted to being registered in the records of the Registrar in the name of Cede & Co., as nominee, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names other participants in DTC receiving Series 2021 A Bonds shall designate, in accordance with the provisions of this Resolution. The provisions of this Section applicable to DTC shall apply, mutatis mutandis, to any successor depository performing the same functions hereunder as DTC.

The Issuer represents hereby that it has executed a Letter of Representations, the terms of which are applicable to the issuance of the Series 2021 A Bonds hereunder. Such Letter of Representations is for the purpose of effectuating the Book-Entry Only System only and shall not be deemed to amend, supersede or supplement the terms of this Resolution which are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 3.12. Delivery of Series 2021 A Bonds. The Issuer shall execute and deliver the Series 2021 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2021 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2021 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2021 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies of this Resolution and the Supplemental Parameters Resolution certified by the Secretary;

(4) The unqualified approving opinion of Bond Counsel regarding the Series 2021 A Bonds; and

(5) A copy of such other documents and certificates as the Original Purchaser may reasonably require.

Section 3.13. Form of Series 2021 A Bonds. The definitive Series 2021 A Bonds shall be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2021 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2021 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2021 A Bonds. Upon the issuance and delivery of the Series 2021 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(1) All interest accrued on Series 2021 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2021 A Bonds Sinking Fund and applied to payment of interest on the Series 2021 A Bonds at the first interest payment date.

(2) If a Municipal Bond Insurance Policy has been obtained to secure the payment of the principal of, and interest on, the Series 2021 A Bonds, the premium for such Municipal Bond Insurance Policy shall be paid to the Bond Insurer.

(3) An amount of the proceeds of the Series 2021 A Bonds equal to the amount, if any, set forth in the Supplemental Parameters Resolution shall be remitted to the Commission for deposit in the Series 2021 A Bonds Reserve Account; provided that to the extent the Series 2021 A Bonds Reserve Requirement is satisfied in whole or in part from a Municipal Bond Debt Service Reserve Insurance Policy, [a letter of credit, a surety bond or other credit facility and proceeds of the Series 2021 A Bonds shall be used to purchase said Municipal Bond Debt Service Reserve Insurance Policy, letter of credit, surety bond or other credit facility,] proceeds of the Series 2021 A Bonds shall be (i) paid to the Bond Insurer, via wire transfer, in an amount equal to the premium for the Municipal Bond Debt Service Reserve Insurance Policy and (ii) deposited in the Series 2021 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2021 A Bonds Reserve Requirement.

(4) An amount of the proceeds of the Series 2021 A Bonds along with funds in the RUS Bonds Reserve Account, as set forth in the Certificate of Determinations, shall be remitted to the United States Department of Agriculture to pay the outstanding principal of, and any accrued interest on, the RUS Bonds in full.

(5) An amount of Series 2021 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2021 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2021 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Resolution, subject however, to applicable yield restrictions as may be in

effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2021 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2021 A Bonds Sinking Fund established in Section 4.02 hereof and applied to the next ensuing payment of interest on the Series 2021 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2021 A Bonds from which such proceeds are derived.

(6) The balance of Series 2021 A Bonds proceeds, if any, shall be deposited in the Series 2021 A Bonds Construction Fund and disbursed as provided in Section 3.15 hereof.

Section 3.15. Disbursements from the Series 2021 A Bonds Construction Fund. Disbursements from the Series 2021 A Bonds Construction Fund, except for payment of Costs of Issuance of the Series 2021 A Bonds in excess of the monies available in the Costs of Issuance Fund which shall be made upon request of the Issuer, shall be made only for acquisition and construction of the Project, including all necessary engineering and other professional services relating thereto. Pending such application, monies in the Series 2021 A Bonds Construction Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE IV
SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by the Prior Resolutions), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other and used solely for the purposes provided herein:

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

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

(3) Costs of Issuance Fund;

(4) Rebate Fund; and

(5) Series 2021 A Bonds Construction Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. Pursuant to this Article IV, the following special funds and accounts are hereby established (or continued if previously established by the Prior Resolutions) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other and used solely for the purposes provided herein:

(1) Series 1999 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(2) Series 1999 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(3) Series 1999 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(4) Series 1999 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(5) Series 2008 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(6) Series 2008 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(7) Series 2009 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(8) Series 2009 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(9) Series 2009 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(10) Series 2009 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(11) Series 2020 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(12) Series 2020 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(13) Series 2021 A Bonds Sinking Fund; and

(14) Series 2021 A Bonds Reserve Account.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2021 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund 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 remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.

(2) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit to the Commission (i) the amounts required by Prior Resolutions to pay interest on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) commencing 7 months prior to the first interest payment date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 7 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2021 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund.

(3) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay principal on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) to the Commission commencing 13 months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund and in the Series 2021 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than 13 months (or 7 months if the Series 2021 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing principal payment date or mandatory

Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

Moneys in the Series 2021 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2021 A Bonds, whether by maturity or redemption prior to maturity. Moneys on deposit in the Series 2021 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2021 A Bonds when the funds on deposit in the Series 2021 A Bonds Sinking Fund are insufficient therefore, and for no other purpose. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2021 A Bonds Sinking Fund when the aggregate amount of funds therein, including the Series 2021 A Bonds Reserve Account therein, is at least equal to the aggregate principal amount of Series 2021 A Bonds then Outstanding, plus the amount of interest due or thereafter to become due on such Bonds then Outstanding.

As and when Additional Parity Bonds ranking on a parity with the Series 2021 A Bonds are issued, provision shall be made for additional deposits 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 respective reserve account in an amount equal to the requirement thereof.

The payments into the Series 2021 A Bonds Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Resolution.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2021 A Bonds Reserve Account, if no longer funded with a municipal bond debt service reserve insurance policy, an amount sufficient to remedy any decrease in value of the Series 2021 A Bonds Reserve Account below the Series 2021 A Bonds Reserve Account Requirement or any withdrawal from the Series 2021 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 A Bonds Reserve Account is less than the Series 2021 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2021 A Bonds Reserve Account for deposit into the Series 2021 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 A Bonds Reserve Account to an amount equal to the Series

2021 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2021 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2021 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2021 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2021 A Bonds when due, jointly, and pro rata, when amounts in the Series 2021 A Bonds Sinking Fund are insufficient therefore and for no other purpose. Notwithstanding anything in this Section 4.03A(4) to the contrary, to the extent the Series 2021 A Bonds Reserve Account is insured by a Municipal Bond Debt Service Reserve Insurance Policy, the Series 2021 A Bonds Reserve Account shall be funded in accordance with the terms of such policy.

(5) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, 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. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

B. The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created or continued hereunder, and the Series 2021 A Bonds Reserve Account, and all amounts required for said Sinking Funds shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Bonds, by the Issuer at the times and as otherwise provided herein. All

remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Resolution.

C. If on any monthly payment date the Net 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 4.03 and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

D. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the Prior Bonds, the Series 2021 A Bonds and any Additional Parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

ARTICLE V
INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE; CONTINUING DISCLOSURE AGREEMENT

Section 5.01. Investments. The Issuer shall invest and reinvest and shall instruct the Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Resolution in Qualified Investments to the fullest extent possible under applicable laws, this Resolution, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon, and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer 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 Issuer may make any and all investments permitted by this section through the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section:

(A) The Issuer shall, or shall cause the Commission to, semiannually transfer from each Reserve Account to the corresponding Sinking Fund any earnings on the moneys deposited therein and any other funds in excess of the applicable Reserve Account Requirement; provided, however, that there shall at all times remain on deposit in each Reserve Account an amount at least equal to the applicable Reserve Account Requirement.

(B) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from a Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in a Reserve Account shall, at any time, be less than the applicable Reserve Account Requirement, and such deficiency shall be made up from the first available Net Revenues after required deposits to the applicable Sinking Fund and otherwise in accordance with Section 4.03(3).

(C) All amounts representing accrued interest shall be held by the Commission, pledged solely to the payment of interest on the Bonds and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(D) Notwithstanding the foregoing, all moneys deposited in any Sinking Fund, including any reserve account therein, may be invested by the Commission in 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, 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2021 A Bonds in such manner and to such extent as may be necessary, so that such Series 2021 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2021 A Bonds) so that the interest on the Series 2021 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2021 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2021 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding

sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available, therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 5.04. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or enter into a continuing disclosure agreement in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as in effect on the date of delivery of the Series 2021 A Bonds.

ARTICLE VI
ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Resolution shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2021 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Resolution, the Issuer hereby covenants and agrees with the Holders of the Series 2021 A Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2021 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds Not to be Indebtedness of the Issuer. The Series 2021 A Bonds shall not be or 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 Net Revenues of the System, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and the unexpended proceeds of the Series 2021 A Bonds or moneys in the Series 2021 A Bonds Construction Fund, if any, all as herein provided. No Holder or Holders of the Series 2021 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Series 2021 A Bonds or the interest thereon.

Section 6.03. Series 2021 A Bonds Secured by Parity Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all of the Series 2021 A Bonds issued hereunder shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds shall also be secured by the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve

Account. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized, and to make the payments into the Series 2021 A Bonds Sinking Fund, all moneys and securities in the respective Series 2021 A Bonds Sinking Fund, and the Series 2021 A Bonds Reserve Account, and all other payments provided for in this Resolution, are hereby irrevocably pledged in the manner provided in this Resolution to the payment of the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized as the same become due and for the other purposes provided in this Resolution.

Section 6.04. Rates. Prior to the issuance of the Series 2021 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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 Annual Debt Service on the Series 2021 A Bonds, and all obligations issued on a parity with, or subordinate to, the Series 2021 A Bonds, including the Prior Bonds, and any Additional Parity Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

The Issuer hereby covenants to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within 90 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 6.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Resolution. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Resolutions. Additionally, so long as the Series 2021 A Bonds are Outstanding, the System may be sold, mortgaged, leased or otherwise disposed of only 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, or to defease the pledge created by this Resolution and the Prior Resolutions. The proceeds from such sale, mortgage, lease

or other disposition of the System shall be immediately remitted to the Commission for deposit in the respective Sinking Funds, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the Net 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 is not in excess of $1,000,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $1,000,000 but not in excess of $10,000,000, the Issuer shall first, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $1,000,000 and not in excess of $10,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of $10,000,000 and insufficient to defease the pledge created by this Resolution, as provided by Section 9.01, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 60% in amount of 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 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Gross Revenues of the System. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Net Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Series 2021 A Bonds and the Prior Bonds; and all obligations hereafter issued by the Issuer payable from the Net 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 and source of and security for payment from such Net Revenues and in all other respects to the Series 2021 A Bonds and the Prior Bonds.

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, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2021 A Bonds and the Prior Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2021 A Bonds and the interest thereon in this Resolution or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be

applicable. In addition, no Additional Parity Bonds payable out of the Net Revenues of the System shall be issued after the issuance of any Bonds pursuant to this Resolution, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition, equipping or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, or refunding all, or any portion of, the Prior Bonds and any hereinafter issued Additional Parity Bonds, paying claims which may exist against the revenues or facilities of the System, or all of such purposes.

So long as the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2020 A Bonds or Series 2021 A Bonds are outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any twelve (12) consecutive months in the eighteen (18) months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2021 A Bonds then Outstanding;

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

(4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the Issuer shall be permitted to issue bonds which refund any Outstanding Series 2021 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds if, prior to the issuance of such refunding bonds, the Issuer shall have provided: (i) a verification report of an Independent Certified Public Accountant concluding that present value debt service savings shall be realized by the Issuer as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds Outstanding after such refunding;

(2) The Series 2021 A Bonds Outstanding after such refunding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution which shall be Outstanding following such refunding; and

(4) The Additional Parity Bonds for such refunding then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three (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 Additional Parity Bonds and any increase in rates adopted by the Issuer, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of an Independent Certified Public Accountant, procured by the Issuer prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the System during the twelve (12) consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of an Independent Certified Public Accountant, as stated in a certificate, 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 (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds, and all the covenants and other provisions of this Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2021 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net 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 by this Resolution required for and on account of such additional parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The Issuer shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Net Revenues, with the Series 2021 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in this Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the Issuer states that the Issuer was not in compliance with the rate covenant in Section 6.04 of this Resolution for the year being audited and the Issuer has, as required by Section 6.04, initiated the

process of implementing a rate increase sufficient to comply with Section 6.04, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of this Resolution, so as to prevent the Issuer from issuing Additional Parity Bonds under this Section 6.08.

Notwithstanding any other provisions set forth in this Resolution, the Issuer may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2021 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against 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 and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. 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.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer and employee of the Issuer 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.

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 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.

Section 6.10. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto

Section 6.11. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. 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. The Issuer further covenants and agree 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 and facilities of the System to all delinquent users of services and facilities of the System and any services of facilities of any potable water system owned by the District, or pursuant to a termination agreement with any other utility providing water service to the premises. The services of the System and/or any potable water system shall not be restored until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.13. 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 or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. 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 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, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by an Independent Certified Public Accountant.

Section 6.15. Operating Budget. The Issuer shall annually, at least thirty (30) days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Bonds or anyone acting for and on behalf of such Holder who requests the same.

Section 6.16. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2021 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2021 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2021 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2021 A Bonds during the terms thereof is, under the terms of such Series 2021 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2021 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2021 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2021 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2021 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2021 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2021 A Bonds will be and remain excludable from gross income for federal income tax purposes and will not take any actions which would adversely affect such exclusion.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2021 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 the issuance of the Series 2021 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 6.18. Continuing Disclosure. In order to provide the written undertaking for the benefit of the owners of the Series 2021 A Bonds required of the Original Purchaser by the Securities and Exchange Commission Rule 15c2-12, the Issuer shall enter into a Continuing Disclosure Agreement in such form as may be approved by the Supplemental Parameters Resolution, and the Chairman is authorized and directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Chairman shall approve, such approval to be conclusively evidenced by the execution of such Agreement by the Chairman.

Section 6.19. Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2021 A Bonds shall be and the same is hereby approved. The form of the Preliminary Official Statement shall be in such form as may be approved by the Supplemental Parameters Resolution. The Chairman is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2021 A Bonds and as the Chairman may approve (the "Official Statement"). The execution of the Official Statement by the Chairman shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

Section 6.20. Municipal Bond Insurance Policy; Municipal Bond Debt Service Reserve Insurance Policy. The Issuer may purchase a Municipal Bond Insurance Policy for each of the Series 2021 A Bonds and/or a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account. In the event a Municipal Bond Insurance Policy and/or Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the bond insurer as a condition to insuring the Series 2021 A Bonds and/or providing the Municipal Debt

Service Reserve Insurance Policy. These additional covenants and provisions shall be set forth in a Supplemental Parameters Resolution, shall apply to the Series 2021 A Bonds, shall be supplemental to and amendatory of this Resolution, and shall be controlling in the event any other provisions of this Resolution may be in conflict therewith.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2021 A Bonds:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Resolution or any Supplemental Parameters Resolution or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Bond;

(C) 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

(D) If the Issuer defaults on the Prior Bonds or the Prior Resolutions.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights, provided, that all rights and remedies of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds, and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owners, including the right to require the Issuer to perform its duties under the Act and this Resolution;

(C) Bring suit upon the Bonds;

(D) 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

(E) By action or bill in equity enjoin any acts in violation of this Resolution or the rights of the Registered Owners of the Bonds; provided, that all rights and remedies

of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

No remedy by the terms of this Resolution conferred upon or reserved to the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owners hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner 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 on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Resolution and the Act.

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

Whenever all that is due upon the Series 2021 A Bonds issued pursuant to this Resolution and interest thereon and under any covenants of this Resolution for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver 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 the Registered Owners of the Bonds

issued pursuant to this Resolution. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Registered Owners of the Bonds, and the curing and making good of any default under the provisions of this Resolution, and the title to and ownership of said 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, mortgage or otherwise dispose of any assets of the System.

Notwithstanding any other provision of this Resolution, in determining whether the rights of the Registered Owners of the Series 2021 A Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Resolution, any trustee or Bondholder's committee representing the Registered Owners of the Series 2021 A Bonds shall consider the effect on the Registered Owners of the Series 2021 A Bonds as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Registered Owners. In case any Registered Owner shall have proceeded to enforce any right under this Resolution by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Registered Owners shall be restored to their former positions and rights hereunder, and all rights and remedies of such Registered Owners shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank (collectively, the "Fiduciaries") for the Series 2021 A Bonds shall be appointed pursuant to the Supplemental Parameters Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Fiduciaries, the substantial form of which agreement is to be approved by Supplemental Parameters Resolution.

Section 8.02. Responsibilities of Fiduciaries. The recitals of fact in the Series 2021 A Bonds shall be taken as statements of the Issuer, and the Fiduciaries shall not be responsible for their accuracy. The Fiduciaries shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2021 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2021 A Bonds. The Fiduciaries and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Resolution and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Fiduciaries May Act. Except as otherwise provided by Section 10.02, the Fiduciaries shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Fiduciaries from time to time reasonable compensation for all services, including the transfer of registration of Series 2021 A Bonds, the first exchange of Series 2021 A Bonds and the exchange of Series 2021 A Bonds in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2021 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners or effect or aid in any reorganization growing out of the enforcement of the Series 2021 A Bonds or this Resolution, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Series 2021 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Resolution by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within forty-five (45) days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2021 A Bonds to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2021 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Series 2021 A Bonds so authenticated, and, in case any Series 2021 A Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2021 A Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The West Virginia Municipal Bond Commission shall initially serve as Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2021 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Resolution. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Resolution, be held in trust for the purposes for which they were received.

ARTICLE IX
DEFEASANCE; DISCHARGE OF PLEDGE OF RESOLUTION

Section 9.01. Defeasance; Discharge of Pledge of Resolution. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Registered Owners of all Series 2021 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledges of the Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owners of the Series 2021 A Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2021 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2021 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2021 A Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2021 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE X
MISCELLANEOUS

Section 10.01. Amendment of Resolution. This Resolution and any Supplemental Parameters Resolution may be amended or modified without the consent of any Registered Owner or other person, solely for the purpose of maintaining the tax-exempt status of the Series 2021 A Bonds. Otherwise, no materially adverse amendment or modification to this Resolution, or of any Supplemental Parameters Resolution, may be made without the written consent of the Registered Owners, or their authorized representative, of 60% in aggregate principal amount of the Series 2021 A Bonds then Outstanding and affected thereby, before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of

payment of the principal of or interest on, any Series 2021 A Bond without the express written consent of the Registered Owner of such Bond, nor reduce the percentage of Series 2021 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Registered Owners and Ownership of Series 2021 A Bonds. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by Registered Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Registered Owners in person, by their attorneys duly authorized in writing or their authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Resolution if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Registered Owner, his attorney or authorized representative of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Holder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2021 A Bonds held by a person executing any instrument as a Registered Owner, the date of his holding such Series 2021 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Registered Owner of any Bond shall bind all future Registered Owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Resolution shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Series 2021 A Bonds. All Series 2021 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Series 2021 A Bonds shall be deemed Outstanding under this

Resolution and no Series 2021 A Bonds shall be issued in lieu thereof. All such Series 2021 A Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2021 A Bonds. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2021 A Bonds which remain unclaimed for 1 year after the date on which such Series 2021 A Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owners of such Series 2021 A Bonds shall look only to the Issuer for the payment of such Series 2021 A Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Original Purchaser shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER:

Putnam Public Service District
P.O. Box 860
Scott Depot, West Virginia 25560
Attention: Chairman

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR

[Name and address to be set forth in the Supplemental Parameters Resolution]

DEPOSITORY BANK:

[Name and address to be set forth in the Supplemental Parameters Resolution]

ORIGINAL PURCHASER:

Crews & Associates, Inc.
300 Summers Street, Suite 1500
Charleston, West Virginia 25301
Attention: Senior Managing Director

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Board or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2021 A Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Resolution and of all Series 2021 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided however, that the Prior Resolutions shall remain in full force and effect so long as any of the Prior Bonds are Outstanding.

Section 10.13. 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 Board were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 10.14. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 27th day of May 2021.

PUTNAM PUBLIC SERVICE DISTRICT

Chairman

CERTIFICATION

Certified a true, correct, and complete copy of a Resolution duly adopted by PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021.

Dated: June 29, 2021.

[SEAL]

Secretary

EXHIBIT A
FORM OF SERIES 2021 A BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 20____ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized

terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____ designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; [(iii) to purchase a Municipal Bond Insurance Policy from _____ (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to fund the Series 2021 A Bonds Reserve Account (as hereinafter defined) (or purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement]; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on _____, 2021 and a Certificate of Determinations dated _____, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on or after _____, _____ are subject to redemption prior to maturity at the option of the Issuer on and after _____,

_____, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the following redemption prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (Dates Inclusive)	Redemption Price
_____ to _____	$_____
_____ to _____	$_____
_____ to _____	$_____

(B) Mandatory Sinking Fund Redemption. The Bonds maturing on _____, are subject to annual mandatory redemption prior to maturity by random selection on _____ of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing

Year ( )	Principal Amount

Bonds Maturing

Year ( )	Principal Amount

_____
* Final Maturity

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of financial guaranty bond insurance issued by _____.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series

2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____, 20___.

_____,
as Registrar

By _____
Its Authorized Officer

STATEMENT OF INSURANCE

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE WATER REFUNDING REVENUE BONDS, SERIES 2021 A OF PUTNAM PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE ORIGINAL PURCHASER; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, Putnam Public Service District (the "Issuer") in the County of Putnam, State of West Virginia, is a public service district and political subdivision of said State, the governing body of which is its public service board (the "Governing Body");

WHEREAS, the Governing Body has duly adopted and officially adopted on May 27, 2021, a Resolution (the "Resolution") entitled:

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; 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 Resolution when used herein;

WHEREAS, the Resolution provides for the issuance by the Issuer of its Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $17,000,000 (the "Series 2021 A Bonds") in accordance with Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); and the Issuer has determined that it is currently in the best interest of its customers to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project") through the issuance of its Series 2021 A Bonds;

WHEREAS, the Resolution further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Series 2021 A Bonds should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Registrar Agreement, Prepayment Agreement, if any, and an Official Statement be approved and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, that additional covenants and provisions relating to the Series 2021 A Bonds be provided therein, and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of this Governing Body and/or a Certificate of Determinations;

WHEREAS, the Series 2021 A Bonds are proposed to be purchased by Crews & Associates, Inc., Charleston, West Virginia (the "Original Purchaser"), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof (the "Bond Purchase Agreement");

WHEREAS, the Governing Body has determined that, in order to obtain the best possible savings for the Issuer in the current interest rate environment, the Chairman shall be empowered and authorized to execute the Bond Purchase Agreement, within the parameters set forth herein, at such time as the Chairman shall determine most advantageous to the Issuer, or not at all; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Official Statement relating to the Series 2021 A Bonds, hereinafter described, be approved, that the Chairman be authorized to enter into the Bond Purchase Agreement within the parameters hereby approved by the Governing Body, and that other matters relating to the Series 2021 A Bonds be herein provided for all in accordance with the Resolution;

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

Section 1. For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the RUS Bonds; (ii) purchasing a Municipal Bond Insurance Policy for the Series 2021 A Bonds; (iii) purchasing a Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds; (iv) paying the all or a portion of the costs of the Project; and (v) paying costs of issuance of the Series 2021 A Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2021 A Bonds in an aggregate principal amount not to exceed $17,000,000.

Section 2. Pursuant to the Resolution and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2021 A Bonds. The Series 2021 A Bonds shall be issued in the aggregate principal amount not to exceed $17,000,000 bear interest at a rate not to exceed 6.0%, payable semiannually, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates (with final maturity no later than June 1, 2053), shall be subject to such redemption provisions, all as shall subsequently be approved by the Chairman pursuant to the execution and delivery by the Chairman of a Certificate of Determinations with respect to the Series 2021 A Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Resolution, provided however, that the specific terms of the Series 2021 A Bonds shall be as determined by the Chairman at the time of the execution of the Bond Purchase Agreement and as approved by the Chairman in the Certificate of Determinations. All other provisions relating to the Series 2021 A Bonds shall be as provided in the Resolution or by the Chairman in the Certificate of Determinations.

Section 3. The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved, and directed. The Chairman is hereby empowered and authorized to execute the Bond Purchase Agreement on behalf of the District at such time as the Chairman shall determine to be most advantageous. The Chairman shall execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Bond Purchase Agreement by the Chairman shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Series 2021 A Bonds, including the payment of all necessary fees and expenses in connection therewith.

Section 4. Proceeds of the Series 2021 A Bonds shall be expended solely for the purposes set forth in the Resolution.

Section 5. The Issuer is advised and hereby finds that based upon the assumed principal amount, maturity schedule and interest rates for the Series 2021 A Bonds presented to the Issuer

by the Original Purchaser, the Series 2021 A Bonds show a net present value debt service savings to the Issuer after deducting all expenses of the refunding of the RUS Bonds and the costs of issuing the Series 2021 A Bonds.

Section 6. The Issuer does hereby approve, simultaneously with the closing on the Series 2021 A Bonds, the transfer of all of the monies from the RUS Bonds Reserve Account held by the West Virginia Municipal Bond Commission to such fund or entity, to accomplish the refunding of the RUS Bonds.

Section 7. The Continuing Disclosure Agreement, to be dated the date of execution and delivery of the Series 2021 A Bonds (the "Disclosure Agreement"), by and between the Issuer and the Dissemination Agent named therein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Disclosure Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Disclosure Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 8. The distribution by the Original Purchaser of a Preliminary Official Statement (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby approved. The Official Statement to be substantially in the form of the Preliminary Official Statement, (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Chairman) and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Chairman shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved. The execution of the Official Statement by the Chairman shall be conclusive evidence of any approval required by this Section. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby ratified and approved.

Section 9. The Registrar Agreement by and between the Issuer and the Registrar designated herein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Registrar Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 10. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Series 2021 A Bonds.

Section 11. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2021 A Bonds.

Section 12. The Issuer hereby appoints and designates United Bank, Charleston, West Virginia, as the Registrar.

Section 13. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Series 2021

A Bonds to the end that the Series 2021 A Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 14. The notice addresses for the Paying Agent, Registrar and Original Purchaser shall be as follows:

PAYING AGENT
West Virginia Municipal Bond Commission
900 Pennsylvania Avenue, Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR
United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Trust Department

ORIGINAL PURCHASER
Crews & Associates, Inc.
300 Summers Street
Charleston, West Virginia 25301

Section 15. The issuance of the Series 2021 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 16. The Chairman and Secretary, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2021 A Bonds to be duly and properly issued by the Issuer and delivered to the Original Purchaser as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

Section 17. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account for the Series 2021 A Bonds. In the event a Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds Reserve Account. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds, and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

Section 18. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Insurance Policy to secure the payment of principal of, and interest on, the Series 2021 A Bonds. In the event a Municipal Bond Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Insurance Policy for the Series 2021 A Bonds. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds,

and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

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Section 19. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

Adopted this 27th day of May, 2021.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

[SEAL]

Attest:

_____
Secretary

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Public Service Board of PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: June 29, 2021

By: _____
Secretary

SUPPLEMENTAL PARAMETERS RESOLUTION EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, _____, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on _____, 2021 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $_____ (the "Series 2021 A Bonds"), hereby finds and determines this ____ day of _____, 2021 as follows:

1. The Series 2021 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of $_____ (representing par value less an Underwriter's discount of $_____ and [plus/less] an [net] original issue [premium/discount] of $_____).

2. The forms of the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2021 A Bonds shall be dated _____, 2021, shall bear interest on _____ 1 and _____ 1 of each year commencing _____ 1, 20___.

4. The Series 2021 A Bonds shall be issued in the aggregate principal amount of $_____. The interest rates on the Series 2021 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2021 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.

6. The Series 2021 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.

7. The Series 2021 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

8. A. The Issuer does hereby determine that the Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company ("BAM") to secure the payment of principal of, and interest on, the Series 2021 A Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Insurance Policy, and accordingly accepts the Municipal

Bond Insurance Commitment (the "Series 2021 A Insurance Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Insurance Commitment and deliver the same to BAM.

B. Pursuant to the Series 2021 A Insurance Commitment, and, as permitted by Section 17 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Insurance Policy for the Series 2021 A Bonds are attached hereto as Exhibit A and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

C. The Issuer does hereby determine that the Municipal Bond Debt Service Reserve Insurance Policy offered by BAM to fund the Series 2021 A Bonds Reserve Account will result in a cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Municipal Bond Debt Service Reserve Insurance Policy, and accordingly accepts the Municipal Bond Debt Service Reserve Insurance Commitment (the "Series 2021 A Reserve Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Reserve Commitment and deliver the same to BAM.

D. Pursuant to the Series 2021 A Reserve Commitment, and, as permitted by Section 18 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account are attached hereto as Exhibit B and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2021 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2021 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature as of the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

SCHEDULE 1

SERIES 2021 A BOND TERMS

Bond No.	Maturity Date (____ 1)	Principal Amount	Interest Rate	Yield	CUSIP
AR-1	20__	$	%	%	
AR-2					
AR-3					
AR-4					
AR-5					

SCHEDULE 2

SERIES 2021 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

Mandatory Redemption

EXHIBIT A – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND INSURANCE

Municipal Bond Insurance Commitment

[insert]

EXHIBIT B – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

Municipal Bond Debt Service Reserve Insurance Commitment

[insert]

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, Mark L. Smith, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on May 27, 2021 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds"), hereby finds and determines this 23rd day of June 2021 as follows:

1. The Series 2021 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of $15,952,710.70 (representing par value of $16,055,000.00, less an Underwriter's discount of $240,825.00 and plus a net reoffering premium of $138,535.70).

2. The forms of the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2021 A Bonds shall be dated June 29, 2021, shall bear interest on December 1 and June 1 of each year commencing December 1, 2021.

4. The Series 2021 A Bonds shall be issued in the aggregate principal amount of $16,055,000.00. The interest rates on the Series 2021 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2021 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.

6. The Series 2021 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.

7. The Series 2021 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

8. A. The Issuer does hereby determine that the Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company ("BAM") to secure the payment of principal of, and interest on, the Series 2021 A Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Insurance Policy, and accordingly accepts the Municipal Bond Insurance Commitment (the "Series 2021 A Insurance Commitment") dated June 11, 2021. The Chairman is hereby authorized to execute the Insurance Commitment and deliver the same to BAM.

B. Pursuant to the Series 2021 A Insurance Commitment, and, as permitted by Section 17 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Insurance Policy for the Series 2021 A Bonds are attached hereto as Exhibit A and incorporated herein by reference as part hereof, such covenants and

provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

C. The Issuer does hereby determine that the Municipal Bond Debt Service Reserve Insurance Policy offered by BAM to fund the Series 2021 A Bonds Reserve Account will result in a cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Municipal Bond Debt Service Reserve Insurance Policy, and accordingly accepts the Municipal Bond Debt Service Reserve Insurance Commitment (the "Series 2021 A Reserve Commitment") dated June 11, 2021. The Chairman is hereby authorized to execute the Reserve Commitment and deliver the same to BAM.

D. Pursuant to the Series 2021 A Reserve Commitment, and, as permitted by Section 18 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account are attached hereto as Exhibit B and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

9. The Issuer does hereby approve, simultaneously with the closing on the Series 2021 A Bonds, the transfer of all of the monies from the Reserve Accounts for the RUS Bonds held by the West Virginia Municipal Bond Commission to such fund or entity, to accomplish the refunding of the RUS Bonds.

Capitalized terms not otherwise defined herein shall have such meanings as are ascribed to them in the Bond Resolution adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted on May 27, 2021.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2021 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2021 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

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WITNESS my signature as of the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____

Its: Chairman

SCHEDULE 1

SERIES 2021 A BOND TERMS

$3,300,000 SERIES 2021 A SERIAL BONDS

Bond Number	Maturing (June 1)	Principal Amount ($)	Interest Rate (%)	Yield (%)	Price (%)	CUSIP
AR-1	2022	$370,000	3.000%	0.400%	102.390%	74685W AN6
AR-2	2023	$390,000	3.000%	0.450%	104.874%	74685W AP1
AR-3	2024	$405,000	3.000%	0.550%	107.092%	74685W AQ9
AR-4	2025	$415,000	0.700%	0.700%	100.000%	74685W AR7
AR-5	2026	$420,000	0.850%	0.850%	100.000%	74685W AS5
AR-6	2027	$420,000	1.000%	1.000%	100.000%	74685W AT3
AR-7	2028	$425,000	1.000%	1.100%	99.335%	74685W AU0
AR-9	2031	$455,000	3.000%	1.500%	109.826%*	74685W AW6

SERIES 2021 A TERM BONDS

$875,000 3.000% Due June 1, 2030 Yield: 1.320% Price: 111.078%* CUSIP: 74685W AV8

$2,450,000 2.000% Due June 1, 2036 Yield: 2.050% Price: 99.359% CUSIP: 74685W AX4

$2,755,000 3.000% Due June 1, 2041 Yield: 2.000% Price: 106.433*% CUSIP: 74685W AY2

$3,145,000 2.250% Due June 1, 2046 Yield: 2.500% Price: 95.382% CUSIP: 74685W AZ9

$3,530,000 2.500% Due June 1, 2051 Yield: 2.600% Price: 97.928% CUSIP: 74685W BA3

*Priced to an optional call date of June 1, 2028.

SCHEDULE 2

SERIES 2021 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

Mandatory Redemption

The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1 2041, June 1 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000

2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

EXHIBIT A – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND INSURANCE

Municipal Bond Insurance Commitment

[insert]

MUNICIPAL BOND INSURANCE COMMITMENT

ISSUER:	Putnam Public Service District (West Virginia)
MEMBER:	Putnam Public Service District (West Virginia)
Effective Date:	June 11, 2021
Expiration Date:	September 08, 2021
BONDS:	Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in aggregate principal amount not to exceed $15,990,000
Insurance Payment:	0.460% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to grant or deny a renewal in its sole discretion.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.

2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").

3. As of the Closing Date, there shall have been no material omissions or material adverse changes in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in connection with the issuance and sale of the Bonds, or any other information

submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.

4. The applicable Security Documents shall contain the document provisions set forth in Exhibit A hereto and shall be in form and substance acceptable to BAM. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website (www.buildamerica.com) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of all Security Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period. Copies of all drafts of the Security Documents shall be delivered to the BAM contacts specified in Exhibit 1.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A No-Litigation Certificate or a description of any material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of

disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation, the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion, primary market disclosure certificate and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. In the event the Bonds are sold in a private placement transaction, (i) BAM shall receive a closing certificate, in form and substance acceptable to BAM, covering the matters in Paragraphs 7 (d) and (e), (ii) the Issuer shall agree to provide BAM with continuing disclosure consistent with any Continuing Disclosure Agreement for any previously issued public debtof the Issuer (irrespective of whether or not that debt remains outstanding) or enter into such other agreement for continuing disclosure acceptable to BAM and (iii) the Issuer shall provide BAM with copies of all documents and agreements, including without limitation any term sheet, side agreement and/or purchase agreement, executed or delivered in connection with the Bonds, which documents and agreements shall be in form and substance acceptable to BAM.

9. Promptly, but in no event more than thirty (30) days after the Closing Date, BAM shall receive a link to or PDF file of, or two (2) CD-ROMs of, the final closing transcript of proceedings, or if a link or PDF file cannot be provided or a CD-ROM is not available, such other electronic form as BAM shall accept.

10. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the Preliminary Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will only insure obligations of states, political subdivisions, an integral part of states or political subdivisions or entities otherwise eligible for the exclusion of income under Section 115 of the Internal Revenue Code of 1986, as amended, or any successor thereto.

(c) BAM covenants that it will not seek to convert to a stock insurance corporation.

(d) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under

New York law, including the right to receive dividends if and when declared by BAM's Board of Directors. No dividends have been paid to date, and BAM has no current expectation that any dividends will be paid.

(e) The Policy is non-assessable and creates no contingent mutual liability.

(f) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the then available Member Surplus Contribution for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds (proportionate to the amount of Refunding Bonds insured by BAM). If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



_____
Authorized Officer

June 11, 2021
Date

BAM's Legal Entity Identifier (LEI) # is 254900BWZ9EFP17ESA37

AGREED AND ACCEPTED

1. The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM; and (vii) BAM has made no representation that any dividend will be declared or paid while the Bonds are outstanding, the undersigned has no reason for expecting that any dividend will be declared or paid and the potential receipt of any dividend was not a reason for acquiring the Policy.

2. BAM may determine to designate the Bonds as GreenStar Bonds. Any such designation is based upon information obtained by BAM at the time of issuance of the Bonds and will appear on the cover of and be described under the caption "BOND INSURANCE - BAM GreenStar Bonds" in the Preliminary and Final Official Statements for the Bonds. Said designation will also be included in BAM's Credit Profiles and on BAM's website; it may also be included on lists of green bonds maintained by third parties (including, but not limited to, Bloomberg LP, ICE Data Services, the Municipal Advisory Council of Texas, and the Nasdaq Sustainable Bond Network).

3. The undersigned member hereby appoints Jeffrey Fried, General Counsel of Build America Mutual Assurance Company ("Build America"), as proxy with the power to appoint his substitute, and hereby authorizes him to represent and to cast all of the votes to which the undersigned is entitled to cast as of the record date for the annual meeting of Build America members to be held on Tuesday, April 26, 2022, or at any adjournment or postponement thereof. This proxy is solicited on behalf of the management of Build America and will empower the holder to vote on the undersigned member's behalf for the election of members of the Board of Directors and such other business as may properly come before said annual meeting. This proxy can be revoked by giving Build America written notice of revocation (by email to generalcounsel@buildamerica.com, or by

U.S. mail or private carrier to General Counsel, Build America, 200 Liberty Street, New York, NY 10281) received by Build America on or before April 22, 2022. This proxy may also be revoked if the undersigned member attends the annual meeting and chooses to vote in person.

Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under paragraphs 1, 2 and 3 above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: M. C. [illegible]
Authorized Officer

6/23/21
Date

EXHIBIT A

DOCUMENT PROVISIONS

EXHIBIT A

GENERAL REVENUE BOND TRANSACTION DOCUMENT PROVISIONS

The following terms and provisions (the "Insurer Provisions") shall be incorporated into the Security Documents. If the Insurer Provisions are attached to any of the Security Document as an exhibit, such Security Document shall include a provision that incorporates by reference the Insurer Provisions directly into the Security Documents. The Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Security Documents.

1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

   At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

   a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond

counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

b) The Issuer will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

c) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Trustee and Paying Agent.

a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets, or (C) otherwise approved by BAM in writing.

b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

a) *Consent of BAM*. Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:

i. To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or

ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or

iv. To add to the covenants and agreements of the Issuer in the Security Documents other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.

v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).

b) *Consent of BAM in Addition to Bondholder Consent*. Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

c) *Insolvency*. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

d) *Control by BAM Upon Default*. Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's

written consent.

e) *BAM as Owner*. Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

f) *Consent of BAM for acceleration*. BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.

g) Grace Period for Payment Defaults. No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.

h) *Special Provisions for Insurer Default*. If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5) Loan/Lease/Financing Agreement.

a) The security for the Insured Obligations shall include a pledge and assignment of any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged

and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.

6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

7) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the

Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

   The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent and Trustee agree for the benefit of BAM that:

a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with

interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

8) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

   Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.

10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for

the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.

11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.

12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the Issuer shall not sell, lease, transfer, encumber or otherwise dispose of the System or any material portion thereof, except upon obtaining the prior written consent of BAM.

13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.

14) If an event of default occurs under any agreement pursuant to which any Obligation of the Issuer has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under the Resolution and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitle to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Insured Obligations" shall mean the Putnam Public Service District, Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

"Issuer" shall mean the Putnam Public Service District, West Virginia.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate

("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

"Security Documents" shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

EXHIBIT B

DOCUMENT, PRINTING AND DISCLOSURE
INFORMATION FOR
PUBLIC FINANCE TRANSACTIONS

BUILD AMERICA MUTUAL ASSURANCE COMPANY

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: documents@buildamerica.com. Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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EXHIBIT 1

BAM DIRECTORY

Name	Title	Telephone	Email
BAM ATTORNEYS			
Brian Siper	Counsel	212-235-2562	bsiper@buildamerica.com
CLOSING COORDINATORS			
Deneica Glenn		212-235-2552	dglenn@buildamerica.com
BAM ANALYST			
Jill Schmidt		(212) 235-2525	jschmidt@buildamerica.com

EXHIBIT 2

BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")
DISCLOSURE INFORMATION
(*FOR INCLUSION IN THE OFFICIAL STATEMENT*)

The following are BAM's requirements for printing the preliminary and final official statements:

1. **Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;**

2. **Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and**

3. **BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.**

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. **THE ENTIRE ISSUE:**

   The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

2. **CAPITAL APPRECIATION BONDS:**

   The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

3. **PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):**

   The scheduled payment of principal of and interest on the Bonds maturing on _____ of the years __ _____ through _____, inclusive, with CUSIP #('s)_____ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

4. **CERTIFICATES OR NOTES:**

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE

WWW.BUILDAMERICA.COM

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE
TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2021 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $477.7 million, $156.4 million and $321.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

The Bond Insurance language for the Official Statement under the subheading "Bond Insurance Policy" should be replaced with the following language when insuring:

1. **CAPITAL APPRECIATION BONDS**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. **PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE)**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy (the "Policy") for the Bonds maturing on _____ of the years _____ through _____, inclusive, with CUSIP #'s____ (collectively, the "Insured Bonds"). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

3. **CERTIFICATES OR NOTES**:

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT AS PART OF THE DISCLAIMER STATEMENT:

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "Bond Insurance" and "Exhibit __ - Specimen Municipal Bond Insurance Policy".

EXHIBIT 3

Specimen Municipal Bond Insurance Policy

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_____ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _____

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT 4

STATEMENT OF INSURANCE
(Language for the Bond Form)
This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

2. CAPITAL APPRECIATION BONDS:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bonds maturing on _____ of the years _____ through _____, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

EXHIBIT 5

PROCEDURES FOR PREMIUM PAYMENT
TO BAM

This form is not to be included in the Official Statement.

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter

Jill Schmidt

Phone No.: (212) 235-2525

Email: jschmidt@buildamerica.com

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	First Republic Bank
ABA#:	321081669
Acct. Name:	Build America Mutual Assurance Company
Account No.:	80001613703
Policy No.:	@@POLICY_NO@@ **– (Include in OBI Field)**

CONFIRMATION OF PREMIUM

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Deneica Glenn	(212) 235-2552
Patrice James	(212) 235-2559
Jacqueline Kleinman	(212) 235-2564
Claudette Littlejohn	(212) 235-2572
Nolan Miller	(212) 235-2511

EXHIBIT C

BAM LEGAL OPINION AND CERTIFICATE

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to
$_____ [Name of Issuer] (the "Issuer")
_____ Bonds, Series _____ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policy has been duly authorized, executed and delivered by BAM.

3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of

this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF BUILD AMERICA MUTUAL ASSURANCE COMPANY

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to

return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL
ASSURANCE COMPANY

_____
Authorized Officer

Dated: [CLOSING DATE]

Primary Market Disclosure Certificate
[Bond Description] (the "Insured Bonds")

For the benefit of _____ (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

[dated as of the closing date]

Build America Mutual Assurance Company

By

_____
Authorized Officer

EXHIBIT B – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

Municipal Bond Debt Service Reserve Insurance Commitment

[insert]

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE COMMITMENT

Issuer:	Putnam Public Service District (West Virginia)	Effective Date: June 11, 2021
Member:	Putnam Public Service District (West Virginia)	Expiration Date: September 08, 2021
Bonds:	Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) insured by BAM in aggregate principal amount not to exceed $15,990,000	
Premium:	2.75% of Policy Limit	

Policy Limit: An amount not to exceed the debt service reserve requirement for the Bonds insured by BAM as set forth in the Security Documents (the "Reserve Account Requirement"). The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Reserve Account Requirement in accordance with the Security Documents

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), a New York mutual insurance corporation, hereby commits to issue its Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy"), in the form attached hereto as **Exhibit A**, relating to the above-described debt obligations (the "Bonds"), subject to the terms and conditions contained herein or added hereto. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Insurance Commitment referred to in Paragraph 1 below or, if not defined therein, in the Debt Service Reserve Agreement referred to in Paragraph 3(a) below.

To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to deny or grant a renewal in it sole discretion. To keep the Commitment in effect to the Expiration Date set forth above, BAM must receive a duplicate of this Commitment executed by an authorized officer of the Issuer within ten days of the date of this Commitment.

THE RESERVE POLICY SHALL BE ISSUED UPON SATISFACTION OR THE WAIVER BY BAM OF THE FOLLOWING CONDITIONS, AND THE ISSUER AGREES AS FOLLOWS:

1. **Conditions to Municipal Bond Policy Satisfied.** All conditions required under the Municipal Bond Insurance Commitment, dated June 11, 2021 issued by BAM with respect to the Bonds (the "Bond Insurance Commitment") for the issuance of the municipal bond insurance policy to be issued thereunder shall have been satisfied and the Bonds are simultaneously insured by BAM. All conditions set forth in this Commitment shall be in addition to the requirements set forth in Bond Insurance Commitment.

2. **The Transaction Documents** shall contain the document provisions set forth in **Exhibit B** hereto.

3. **Agreement and Related Opinions.** BAM shall be provided with the following:

   (a) A copy of the Debt Service Reserve Agreement, substantially in the form of **Exhibit C**, duly executed by the Issuer, subject only to such changes as shall be agreed to by BAM, as evidenced by BAM's execution thereof (For your information, the form of legal opinion to be delivered by BAM at closing is attached hereto as **Exhibit D**).

   (b) An opinion(s) of bond counsel or other counsel acceptable to BAM, addressed and in form and substance satisfactory to BAM, as to (i) the due authorization, validity and enforceability of the Debt Service Reserve Agreement, and (ii) if applicable, the Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents, and as to such other matters as BAM shall reasonably request.

   (c) Evidence of wire transfer of immediately available funds in an amount equal to the Premium stated above, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the delivery date of the Reserve Policy. Please see "Procedures for Premium Payment" attached hereto.

4. **Security for Repayment of Draws under the Reserve Policy, and Policy Costs.** The Security Documents shall secure repayment of draws under the Reserve Policy and all Policy Costs consistent with the terms of the Debt Service Reserve Agreement.

5. **Payments Due under the Policy.** All amounts on deposit under the Security Documents available to pay debt service on the Bonds (exclusive of the Reserve Policy) shall be used to pay such debt

service before any drawing may be made on the Reserve Policy or any other credit facility. Draws on the Reserve Policy may be used only to pay principal of and/or interest on the Bonds.

6. **Ascertainment of Amounts to be Drawn.** The Security Documents shall require the Trustee or Paying Agent to determine the necessity for a claim upon the Reserve Policy and to provide notice to BAM in accordance with the terms of the Reserve Policy.

7. **Final Documents.** Copies of all transaction documents and opinions required by this Commitment prepared subsequent to the date of this Commitment (black-lined to reflect all revisions from previously reviewed drafts) shall be furnished to BAM for review and approval at the same time and in the same manner as other transaction documents are required to be provided under (and as defined in) the Bond Insurance Commitment.

8. **Expiration of the Reserve Policy.** The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.

Closing Transcript. The closing transcript required to be provided to BAM pursuant to the Bond Insurance Commitment shall include all transaction documents and opinions required by this Commitment.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



_____
Authorized Officer

June 11, 2021
Date

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AGREED AND ACCEPTED

The undersigned, an authorized officer of the Issuer, agrees and accepts the conditions set forth above and further agrees that (i) if the debt service reserve fund requirement for the Bonds is met by a credit instrument, such credit instrument shall be a Reserve Policy provided by BAM in accordance with the terms of this Commitment; (ii) the Issuer has made an independent investigation and decision as to whether to satisfy its reserve fund requirement with the Reserve Policy or whether the Reserve Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore the Issuer is not relying on, any recommendation from BAM that the Issuer satisfy its reserve fund requirement with or obtain the Reserve Policy, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Reserve Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Reserve Policy; (iv) the Issuer acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the Issuer acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; and (vi) the Issuer also acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (vi) above shall survive the expiration or termination of this Commitment.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: M. C. Stewart

Title: Chairman

Date: 6/23/21

PROCEDURES FOR PREMIUM PAYMENT
TO
BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")

BAM's issuance of its municipal bond debt service reserve insurance policy at bond closing is contingent upon payment and receipt of the Premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED BY BAM. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of Amount to be Paid:	**Upon determination of the final debt service reserve fund requirement, fax or email such schedule to BAM** Attention: Jill Schmidt Email: jschmidt@buildamerica.com Phone No.: (212) 235-2525 Fax No.: 212-962-1524

Confirm with BAM's credit analyst that you are in agreement with respect to Reserve Fund Policy Limit and Premium on the transaction prior to the closing date.

Payment Date:	Date of Delivery of the Bonds.
Method of Payment:	Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: First Republic Bank
ABA#: 321081669
Acct. Name: Build America Mutual Assurance Company
Account No.: 80001613703
Policy No.: POLICY# _____ (Include in OBI Field)

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Deneica Glenn, Closing Coordinator, 212-235-2552, email: dglenn@buildamerica.com.

EXHIBIT A

Specimen Municipal Bond Debt Service Reserve Insurance Policy

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

ISSUER: ISSUER_NAME, STATE_NAME

Policy No:

MEMBER: MEMBER_COMPANY, STATE_NAME

Effective Date:

BONDS: $_____ in aggregate principal amount of
,

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

Maximum Policy Limit: $

SPECIMEN

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Business Day**" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. "**Debt Service Reserve Agreement**" means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time. "**Due for Payment**" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "**Nonpayment**" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "**Owner**" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar amount of the debt service reserve fund required to be maintained for the

SPECIMEN

Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

SPECIMEN

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is $_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____

_____

Name:
Title:

SPECIMEN

EXHIBIT B

With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the Issuer and the Trustee agree to comply with the following provisions:

(a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") and pay all related reasonable expenses incurred by BAM (the "Bond Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.

(c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.

(d) This Indenture shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer's oblgation to pay such amount shall expressly survive payment in full of the Bonds.

(e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.

(f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.

(g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.

EXHIBIT C

DEBT SERVICE RESERVE AGREEMENT

DEBT SERVICE RESERVE AGREEMENT, dated _____ (the "Agreement"), by and between Putnam Public Service District (West Virginia) (the "Obligor") and BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM").

In consideration of the issuance by BAM of its Municipal Bond Debt Service Reserve Insurance Policy No. @@POLICY_NO@@ (the "Reserve Policy") with respect to the Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Insured Obligations") issued under the [Indenture/Resolution/Ordinance] dated as of _____, between the [Obligor] [Issuer] and the [Trustee] (the "Trustee") (the "Authorizing Document") [, which bonds are secured by the [Lease/Loan] payments of the Obligor under the [Lease/Loan] Agreement dated as of _____ [the "[Lease/Loan] Agreement"] between the Issuer and the Obligor and the other revenue and collateral described in the Authorizing Document,] and the payment to BAM of the Insurance Payment for the Reserve Policy, the Obligor , Issuer and BAM hereby covenant and agree as follows:

1. The Obligor shall repay BAM any draws under the Reserve Policy and pay all Administrative Expenses (as defined below) incurred by BAM. Interest shall accrue and be payable on such draws and expenses from the date of payment by BAM at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base-lending rate of such national bank as BAM shall designate.

2. Repayment of draws and payment of Administrative Expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw*[; provided, however, that all such payments shall be due prior to termination of the [Lease] Agreement dated as of _____ between the Issuer and Obligor]*. Amounts in respect of Policy Costs paid to BAM shall be credited first to interest due, then to the expenses due and then to principal due. *[For Ca. RDA add: The Obligor shall include the repayment of Policy Costs in its Recognized Payment Obligation Schedule.]*

3. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Reserve Policy will be reinstated by a like amount, subject to the terms of the Reserve Policy.

4. All cash and investments in the debt service reserve fund or account securing the Insured Obligations (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on the Insured Obligations before any drawing may be made on the Reserve Policy or on any alternative credit instrument. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all alternative credit instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to available coverage under each such alternative credit instrument) after applying available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to alternative credit instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

5. Draws on the Reserve Policy may only be used to make payments on the Insured Obligations (and for the avoidance of doubt, not any other obligations of the *[Issuer or]* Obligor, whether issued on parity with the Insured Obligations, or otherwise).

6. If the Obligor shall fail to pay any Policy Costs in accordance with the requirements of the Authorizing Document and this Agreement, BAM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Authorizing Document, other than (i) acceleration of the maturity of the Insured Obligations or (ii) remedies which would adversely affect owners of the Insured Obligations.

7. The Authorizing Document shall not be discharged until all Policy Costs owing to BAM shall have been paid in full. The Obligor's obligation to pay such amounts shall expressly survive payment in full of the Insured Obligations.

8. In order to secure the Obligor's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of BAM a security interest (subordinate only to that of the owners of the Insured Obligations) in all revenues and collateral pledged as security for the Insured Obligations *[payment obligations of the Obligor under the Lease/Loan Agreement]*.

9. Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.

10. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 4 hereof and shall provide notice to BAM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Insured Obligations. Where deposits are required to be made by the Obligor with the Trustee to the debt service fund for the Insured

Obligations more often than semi-annually, the Trustee shall give notice to BAM of any failure of the Obligor to make timely payment in full of such deposits within two business days of the date due.

11. The Obligor agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Agreement, the Authorizing Document and any other document executed in connection with the Insured Obligations ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Obligor agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

12. The obligation of the Obligor to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the Obligor and will be paid or performed strictly in accordance with this Agreement.

13. So long as a default or event of default has occurred and is continuing under this Agreement, the Authorizing Document or any other document executed in connection with the Insured Obligations, the Obligor shall not be eligible for a dividend or any other economic benefit under BAM's organizational documents.

14. Notices to BAM shall be sent to the following address (or such other address as BAM may designate in writing): Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com; with a copy of such notice or other communication sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214.

15. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. In the event of any conflict in the terms of this Agreement and the Authorizing Document, the terms of this Agreement shall control.

16. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Authorizing Document.

17. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.

18. This Agreement and the rights and obligations of the parties to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

PUTNAM PUBLIC SERVICE DISTRICT, WEST VIRGINIA

By: _____
Title:

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Title:

EXHIBIT D

BAM LEGAL OPINION

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Bond Insurance Policy: Municipal Bond Insurance Policy No. [POLICY NO.]
DSR Policy: Debt Service Reserve Policy No. [POLICY NO.]
Member:
Bonds:
Official Statement: dated [ ]

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced Bond Insurance Policy and DSR Policy (collectively, the "Policies"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policies have been duly authorized, executed and delivered by BAM.

3. Each of the Policies constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policies qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-

laws and as may otherwise be provided under New York law. The Policies are non-assessable and create no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Bond Insurance Policy under the caption "BOND INSURANCE" in the Official Statement related to the above-referenced Bonds. There has not come to my attention any information which would cause me to believe that the description of the Bond Insurance Policy, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to the make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that except as described above, I express no opinion with respect to any information contained in, or omitted, from the Official Statement.

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned Greg Isaacs, Senior Managing Director of CREWS & ASSOCIATES, INC. (the "Underwriter") and Mark L. Smith, Chairman of Putnam Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify this 29th day of June, 2021 as follows:

1. On the 29th day of June, 2021, the Underwriter received the entire original issue of $16,055,000 in aggregate principal amount of Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"). The Series 2021 A Bonds, as so received on original issuance, are dated June 29, 2021, are in fully registered form, are numbered from AR-1 upward in order of maturity and all are registered in the name of "CEDE & CO."

2. At the time of such receipt of the Series 2021 A Bonds, they had been executed by Mark L. Smith as Chairman of the Issuer by his manual signature, and the official seal of the Issuer had been impressed upon each Bond and attested by John Inghram as Secretary of the Issuer by his manual signature, and had been authenticated by an authorized officer of United Bank, Charleston, West Virginia, as Registrar.

3. The Issuer has received and hereby acknowledges receipt from the Underwriter, as the original purchaser of the Series 2021 A Bonds, of the proceeds of the Series 2021 A Bonds, as follows:

Par Amount of Series 2021 A Bonds	$16,055,000.00
Plus: Net Reoffering Premium	138,535.70
Less: Underwriter's Discount	(240,825.00)
Total	$15,952,710.70

Payment for the Series 2021 A Bonds was made in immediately available funds (federal funds wire) in the amount of $15,952,710.70.

[Remainder of Page Intentionally Left Blank]

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

CREWS & ASSOCIATES, INC.

By: _____
Its: Senior Managing Director

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

United Bank, as Registrar
500 Virginia Street, East
Charleston, West Virginia 25301

Ladies and Gentlemen:

There are delivered to you herewith (or have previously been delivered to you) as Registrar for the Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in the aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds") on this 29th day of June, 2021:

1. Bonds No. AR-1 through AR-13 constituting the entire original issue of the Series 2021 A Bonds, executed by the Chairman and Secretary of Putnam Public Service District (the "Issuer") and bearing the official seal of the Issuer. The Series 2021 A Bonds are authorized to be issued under and pursuant to a Bond Resolution adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Issuer (collectively, the "Bond Legislation").

2. A copy of the Bond Legislation duly certified by the Secretary.

3. Signed, unqualified approving opinion of Steptoe & Johnson PLLC, as bond counsel with respect to the Series 2021 A Bonds.

4. Copies of such other documents, certificates and verifications as required by the Original Purchaser.

You are hereby requested and authorized, pursuant to Section 3.12 of the Bond Resolution, to authenticate and register in the name of CEDE & CO., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC") and deliver the Series 2021 A Bonds to DTC, for the account of Crews & Associates, Inc. as the Original Purchaser thereof.

[Remainder of Page Intentionally Blank]

Dated the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____

Its: Chairman

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-1 $370,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2022	06/29/2021	74685W AN6

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THREE HUNDRED SEVENTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-2 $390,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2023	06/29/2021	74685W AP1

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THREE HUNDRED NINETY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-3 $405,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2024	06/29/2021	74685W AQ9

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-4 $415,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
0.700%	06/01/2025	06/29/2021	74685W AR7

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED FIFTEEN THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-5 $420,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
0.850%	06/01/2026	06/29/2021	74685W AS5

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED TWENTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-6 $420,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
1.000%	06/01/2027	06/29/2021	74685W AT3

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED TWENTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

Chairman

ATTEST:

Secretary

SPECIMEN
SPECIMEN

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-7 $425,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
1.000%	06/01/2028	06/29/2021	74685W AU0

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

Chairman

ATTEST:

Secretary

SPECIMEN
SPECIMEN

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-8 $875,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2030	06/29/2021	74685W AV8

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-9 $455,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2031	06/29/2021	74685W AW6

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-10 $2,450,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
2.000%	06/01/2036	06/29/2021	74685W AX4

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-11 $2,755,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
3.000%	06/01/2041	06/29/2021	74685W AY2

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWO MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-12 $3,145,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
2.250%	06/01/2046	06/29/2021	74685W AZ9

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THREE MILLION ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-13 $3,530,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.
2.500%	06/01/2051	06/29/2021	74685W BA3

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THREE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2021 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $16,055,000 designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated June 29, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; (iii) to purchase a Municipal Bond Insurance Policy from Build America Mutual Assurance Company (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 27, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2021 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Build America Mutual Assurance Company.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: June 29, 2021.

UNITED BANK,
as Registrar

By _____
Its Authorized Officer

SPECIMEN

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at laws or in equity.

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

REGISTRAR AGREEMENT

THIS AGREEMENT, dated as of the 29th day of June, 2021, by and between PUTNAM PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia (the "Issuer"), and UNITED BANK, a Virginia banking corporation with offices in Charleston, West Virginia (the "Bank").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $16,055,000 aggregate principal amount of Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds") in fully registered form pursuant to a Bond Resolution adopted May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted May 27, 2021 and a Certificate of Determinations executed by the Chairman of the Issuer on June 23, 2021 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this 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 Series 2021 A Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Agreement does appoint the Bank 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 Agreement by the Issuer and the Bank and during the term hereof, the Bank does accept and shall have and agrees to perform all of the powers and duties of Registrar, as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2021 A Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the excludability from gross income of interest on the Series 2021 A Bonds for purposes of federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Bank 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 Bank'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 Bank 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 Agreement, the Issuer hereby agrees to pay to the Bank, the compensation for services rendered as provided in the annexed fee schedule and reimbursement for reasonable expenses incurred in connection therewith.

5. It is intended that this 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 Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Bank each warrants and represents that it is duly authorized and empowered to execute and enter into this 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 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:
Putnam Public Service District
PO Box 860
Scott Depot, WV 25520
Attention: General Manager

REGISTRAR:
United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Trust Department

8. The Bank is hereby requested and authorized to authenticate and deliver the Series 2021 A Bonds in accordance with the Bond Legislation.

9. If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of any of the parties hereto shall be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

10. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Intentionally Blank]

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

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

UNITED BANK

By: _____
Its: Authorized Officer

EXHIBIT A

Bond Legislation

[See Transcript at Tab No. 1 and Tab No. 2]

FEE SCHEDULE

(On File with Issuer)

AGREEMENT OF PURCHASE

THIS AGREEMENT ("Agreement"), made and entered into this 30th day of June, 2016, by and between THE TOWN OF POCA, a municipal corporation, situate in Putnam County, West Virginia, organized and existing pursuant to the provisions of West Virginia Code § 8-2-1, et seq. ("Town"), and PUTNAM PUBLIC SERVICE DISTRICT, a West Virginia Public Service District with its principal office and place of business at Scott Depot, Putnam County, West Virginia, organized and existing pursuant to the provisions of West Virginia Code § 16-13A-1, et seq. ("District"),

W I T N E S S E T H:

WHEREAS, Town is a municipal corporation, pursuant to the provisions of W. Va. Code § 8-2-1, et seq., and currently provides sewer service to approximately 672 customers within the service territory of Town and its environs pursuant to a certificate of convenience and necessity issued by the Public Service Commission of West Virginia ("Public Service Commission"); and

WHEREAS, Town has had challenges operating and maintaining its public sewerage treatment and collection facilities ("System") at reasonable usage rates; and

WHEREAS, District is a public service district, pursuant to the provisions of W. Va. Code § 16-13A-1, et seq., currently operating as a public utility in Putnam County providing sewer service, pursuant to Certificates of Public Convenience and Necessity issued to the District from time to time by the Public Service Commission; and

WHEREAS, the District has adequate experience in the operation of wastewater systems to operate and maintain the System; and

WHEREAS, the District is particularly well situated to serve the Town's customers; and

WHEREAS, District is willing to acquire and Town is willing to transfer the System to District on the terms, conditions, and limitations set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants as contained herein, the parties agree as follows:

I. PURCHASE AGREEMENT. District hereby agrees to purchase from Town and Town hereby agrees to sell to District, for the price and upon the terms and conditions hereinafter set forth, the System, including all plant and facilities, mains, pumps, extensions, laterals, valves, connections, services, and all other equipment of Town used or useful in the rendition of sewer service to the Town's customers, including all extensions of the System made after the date hereof and prior to the Closing, together with all lands, easements, rights of way, permits, rights, certificates of convenience and necessity, and certain other tangible and intangible assets owned or held by Town, such property including those assets specifically described in the following exhibits attached to and incorporated herein by reference:

Exhibit 1 -- General Description of Facilities

Exhibit 2 -- Tangible and Intangible Personal Property Associated with System

Exhibit 3 -- Real Property, Including Leaseholds, Rights of Way and Other Easements, Associated with System

II. CONSIDERATION FOR SALE OF SYSTEM. As consideration for the conveyance of the System to District, District and Town agree as follows:

A. Cash Consideration. At Closing, District will pay to Town the sum of $1.00.

B. Assumption of Liabilities. In addition to the cash consideration to be paid at Closing, District agrees that, it will also assume all current outstanding liabilities of the Town related to the System as listed on Exhibit 4.

III. COOPERATION OF PARTIES. Town and District agree to cooperate fully with one another and with third parties to ensure that all required filings are made, notices given, consents granted or obtained and in taking all such actions as may be necessary to timely seek and obtain any approvals required for District's purchase of the System under this Agreement.

IV. OPERATION OF THE SYSTEM; RATES.

A. Operation of the System. From and after the date of Closing, District shall own and operate the System acquired from Town as a part of District's general sewer system and all customers currently served by Town shall be customers of District.

B. Rates to be Charged. From and after the date of Closing, the customers currently served by Town will be charged the District's rates and charges on file with the Public Service Commission until final rates have been established in a rate unification proceeding.

V. FINAL BILLING. Within two weeks prior to the Closing Date, Town will provide District with a complete list of its customers, which list shall include the name, telephone number, mailing address and service address of the customer (if different from the mailing address), and the type of service (residential, commercial, wholesale, etc.) being provided to the customer. At the earliest date such information is available at or near the Closing Date, Town will supply District with current water usage meter readings for the Town's customers. Town will bill the Town customers for sewer service as reflected by the final meter readings. Town will, after satisfaction of its operation and maintenance expenses incurred through the Closing Date, make payment of all customer deposits to the Town's customers pursuant to Rule 4. 2 of the Rules for the Government of Sewer Utilities. The Town shall use any remaining monies received from these billings in addition to all monies from all accounts receivable from prior billings for the payment of any other liabilities of Town's sewer system. District will be entitled to all revenue from sewer service provided by District to the Town's customers on and after the Closing Date.

VI. ASSUMPTION OF LIABILITIES AND UNDERTAKINGS OF BUYER AND SELLER. Town and District expressly agree that the Town shall, at Closing, transfer to the District undistributed security deposits and that the District shall thereafter be responsible for the return of deposits in accordance with Rule 4.2 of the Public Service Commission's Rules for the Government of Sewer Utilities. Further, the District shall be responsible for the obligation to make refunds under routine extension agreements between Town and Town's customers for as long as, and to the same extent as, Town would have been obligated if Town had continued to own the System. Finally, District agrees to assume

the Town's liability under those bonds issued by the Town and listed in Exhibit 4 attached hereto. All other debts and liabilities of Town related to the System will be settled prior to or on the Closing Date, and any such debts not settled at the Closing Date will remain solely the obligation of Town.

VII. ADMINISTRATIVE APPROVAL REQUIRED AND MUNICIPAL VOTE. Within twenty (20) days from the date of the approval of this Agreement by both parties, Town and District agree to file and pursue with diligence an Application with the Public Service Commission seeking approval of the proposed sale and the other transactions contemplated by this Agreement. Further, Town agrees, upon approval of the Agreement by the Town Council, to submit the question of making or effecting the sale to District of the System to a vote of the qualified voters of Town at a regular or special municipal election called and conducted pursuant to the requirements of W. Va. Code § 8-12-17.

VIII. CLOSING. The closing of the transaction contemplated by this Agreement ("Closing") shall take place within sixty (60) days after the latest of (i) the issuance by the Public Service Commission of a final, nonappealable Order, acceptable to District, approving this Agreement and the proposed sale of the System to District on the terms set forth herein; (ii) the receipt by Town of either all required waivers or consents to the sale and transfer of the System to District; (iii) the favorable vote of the citizens in a general or special election under the provisions of W. Va. Code § 8-12-17; or, (iv) approval of the Public Service Commission for a unified rate for the current Town customers and the District's customers; provided, however, that the parties may agree as between them to waive any requirement for the Closing under this Agreement except for the approval of the Commission and the

favorable vote of the citizens under W. Va. Code § 8-12-17. Upon mutual agreement of Town and District, the time of Closing may be changed or amended.

IX. CONVEYANCE AND TRANSFERS. Town shall, at the time of Closing, execute and deliver to District an apt and proper deed, bill of sale and other necessary or appropriate instruments, each in a form acceptable to District, transferring and conveying to District, its successors and assigns forever, good title to the System as described in Section I of this Agreement, free and clear of liens and encumbrances, together with all files, plats, maps, plans, records, ledgers, and similar property, or copies thereof, in any way connected with the rendition of sewer service by Town.

X. REPRESENTATIONS AND WARRANTIES BY TOWN. Town represents and warrants to District as of the date of this Agreement and as of the date of Closing that:

(a) there are no judgments, decrees or orders presently outstanding and unsatisfied against Town nor is there any litigation nor any other proceedings pending before any court or government or administrative department, commission, bureau, board or agency which Town believes would threaten or affect the sewer utility assets of Town or which may in any one case or in the aggregate result in any material decrease in the value of, or constitute a lien or claim against, the sewer utility assets of Town generally or the System in particular. The Town understands that, as provided in Article VI above, should litigation pending at the date of this Agreement result in an adverse ruling to the Town which would, in the opinion of District, result in any material decrease in the value of, or constitute a lien or claim against, the sewer utility assets of Town generally or the System in particular, any debt and liability of Town related to such litigation will be settled prior to or on the Closing Date,

and any such debt or liability not settled at the Closing Date will remain solely the obligation of Town;

(b) on or before Closing, this Agreement shall have been duly authorized, executed, and delivered by Town and shall be a valid and legal obligation of Town;

(c) Town does not know or have reasonable grounds to know of any basis for the assertion against Town of any material claims or liabilities other than those disclosed to District in writing prior to the execution of this Agreement, which would materially affect the value of assets to be conveyed pursuant to this Agreement;

(d) from the date of this Agreement until Closing, Town will not sell, convey, lease or in any other way dispose of any of the System held by Town as of the date of this Agreement;

(e) except as may otherwise be noted in this Agreement or the attached Exhibits, the assets, real, personal or mixed, set forth in Exhibits 1, 2, and 3 to this Agreement constitute all of the System used or useful by Town to render sewer service to its customers and Town has good title to all such facilities, free and clear of liens and encumbrances; and

(f) Town is not aware of liens or encumbrances, except for any liens securing the repayment of any government grants or loans or other debt described in Section II, affecting the title of Town to the properties described on Exhibits 1, 2, and 3 of this Agreement.

The representations and warranties of Town made in this Agreement shall survive the Closing.

XI. ACCESS TO BOOKS AND RECORDS UNTIL CLOSING; CUSTOMER LISTS TO BE PROVIDED BY TOWN. Between the date hereof and Closing, District shall have the right to examine, and to obtain copies of, all books and records of Town relating to the sewer utility operation of Town and the sewer utility assets being conveyed under this Agreement and to inspect and inventory the utility assets, including the physical plant and all materials, supplies, spare parts, and the like, of Town used in the sewer utility operation of Town at such reasonably convenient times as District may require. In the event the transaction contemplated by this Agreement is not consummated, all of such copies and inventories shall be returned to Town.

If, prior to Closing, (i) any material discrepancies are discovered in the books and records of Town, (ii) any claims, liabilities, liens, encumbrances or defects in title which would materially affect the value of the assets conveyed by this Agreement are discovered by, or disclosed to, District, or (iii) any of the representations and warranties set forth in Section X of this Agreement are determined by District to be untrue or incorrect, then, in that event, District may, at its sole option, terminate this Agreement, and neither Town nor District shall be further obligated hereunder or incur or be liable for any claim, loss, damages or expenses to the other as a result of such termination.

XII. BINDING EFFECT. This Agreement shall be binding upon and it shall inure to the benefit of the parties hereto, their respective successors and assigns.

XIII. NOTICES. Any notice to be given hereunder to Town shall be sent by registered mail to Town in care of Mayor, The Town of Poca, P. O. Box 232, Poca, West Virginia 25159, or to such other person and address as Town may in writing direct. Any notice to be given to District shall be sent to District in care of General Manager, at P. O. Box 860, Scott Depot, West Virginia 25560, or at such other address as District may in writing direct.

XIV. AMENDMENTS. No amendments to this Agreement shall be effective until reduced to writing and executed by both of the parties hereto.

XV. FORCE MAJEURE. If the performance by either the Town or District of any of the covenants or agreements contained herein is delayed or prevented for reasons beyond the control of that party, such as an act of God, act of war, strike, lockout, restraint of labor from whatever cause, either partial or general, riot or civil commotion, order of court or administrative tribunal having jurisdiction over either party hereto, then and in any of those events, that party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and the time for such performance shall be extended commensurate with such delays, provided, however, the party that is so delayed shall notify the other party of the occurrence of any such event of force majeure within a reasonable time after it becomes known to the delayed party.

XVI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT. The parties hereto understand and agree that this Agreement, and the

obligations of the parties hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. This Agreement shall be approved by District and shall be legally enacted by ordinance of the Town Council of Town at a regularly scheduled meeting of the Town Council, and the proposed sale of the System to District shall have been approved by the vote of the qualified voters of Town at a regular or special municipal election as required by W. Va. Code § 8-12-17;

B. The Public Service Commission shall have entered a final, non-appealable Order which approves (i) a Joint Application to be filed by District and Town, including any specific rate making approaches set forth in the Joint Application, and (ii) this Agreement, and all of its terms, conditions, undertakings, agreements, and limitations, between Town and District;

C. The Order of the Public Service Commission shall not contain nor have attached to or otherwise incorporate into it any terms, conditions, or limitations which, in the sole opinion of either District or Town, shall adversely affect the economic feasibility of this project or the Agreement between the parties or require District or Town to take any action or refrain from taking any action which might require either of them to breach any of their obligations under any Mortgage Indenture, as supplemented, or any other agreement to which either of them might be a party; and

D. The District and Town shall have received all required consents or waivers to the sale and transfer of the System to District. If any required consent or waiver cannot be timely obtained, District and Town may elect to waive this condition precedent and proceed to close the sale on such further or additional written terms as may be mutually agreed to.

IN WITNESS WHEREOF, Town has caused this Agreement to be executed by William Jones, its Mayor, and District has caused this Agreement to be executed by Paul D. Callahan, its Chairman, all as of the day and year first above written.

THE TOWN OF POCA

By: _____
Honorable William Jones
Mayor

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Paul D. Callahan
Chairman

EXHIBIT 1

GENERAL DESCRIPTION OF SYSTEM

Except as otherwise provided below, the System consists of all of the sewer collection and treatment facilities owned by Town, including all real property, rights-of-way, easements, and all other interests in said real property, together with all improvements thereon and appurtenances thereunto belonging and all lines and mains of every kind and description, lift stations, valves, meters, services and connections used or useful in serving the approximately 672 customers of the Town served by the System, as well as any and all other assets of Town (more fully described in Exhibit 2) that are necessary or incidental to the operation of the System or are otherwise used or useful for providing sewer service to the Town's customers.

EXHIBIT 2

TANGIBLE AND INTANGIBLE PERSONAL PROPERTY ASSOCIATED WITH SYSTEM

All tangible and intangible personal property necessary or incidental to the operation of the System (as defined in Exhibit 1) or used or useful for providing sewer service to the Town's customers (as defined in Exhibit 1) that can be conveyed, assigned or otherwise transferred to District at the Closing, including any contracts, licenses, franchises, permits, agreements, certificates of convenience and necessity, customer lists and all other tangible and intangible personal property of like kind and nature; provided, however, that District agrees that it will not be entitled to receive any vehicles, backhoes or other power operated equipment used by the Town for other Town business unrelated to the System.

EXHIBIT 3

REAL PROPERTY, INCLUDING LEASEHOLDS, RIGHTS-OF-WAY AND OTHER EASEMENTS, AND OTHER INTERESTS IN REAL ESTATE ASSOCIATED WITH SYSTEM

All of the real property used or useful in connection with operation of the System (as defined in Exhibit 1), together with the sewer franchises, rights, easements, rights-of-way, leases, and other licenses, permits or agreements held by Town under which any and all of said sewer utility property of Town is held and operated including, by way of example and not by limitation, the following parcels of land and rights of way of record in the Office of the County Clerk of Putnam County:

A. Parcels of Land

See December 9, 2014 Deed, of record in Book No. 546 at Pages 845-849, Attached hereto Attachment 3-A

B. Rights of Way

See January 30, 2015 Deed, of record in Book No. 539 at Pages 743-748, Attached hereto Attachment 3-B

THIS DEED, made this 4th day of December, 2014, by and between the **Town of Poca**, a political subdivision of the State of West Virginia, party of the first part, and **Putnam Public Service District**, a political subdivision of the State of West Virginia, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY, unto said party of the second part, all of their rights, titles, and interest, together with all the tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining, in and to the following described property, to-wit:

All that certain piece, parcel or tract of real estate situate in the Town of Poca, Putnam County, West Virginia, being more particularly described as follows as follows:

BEGINNING at a found pipe on the corner of a **2.82 acre tract**, on the corner of Lee C. Barr Property and on line of the railroad right of way; thence running with the railroad right of way, S. 39° 08' 27" E. 505.18 feet to a found pin; thence, S. 39° 08' 27" 80.00 feet to a set 5/8 inch pin on corner of a **2.82 acre tract** and the Town of Poca and on line of the railroad right of way; thence leaving the railroad right of way and running with the Town of Poca S. 51°00' 50" W. 166.47 feet, crossing Davis Drive, to a set 5/8 inch pin; thence S. 51°00' 50" W. 39.81 feet to a point at top of river bank of Kanawha River; thence running with the Kanawha River, N. 39° 17' 00" W. 601.30 feet to a point at the top of the river bank, corner of Lee C. Barr property and corner of a **2.82 acre tract**; thence running with Lee C. Barr property, N. 55° 39' 00" E. 40.08 feet to a found railroad spike in Davis Drive; thence, N. 55° 39' 00" E. 158.50 feet to a found pin; Thence running, N. 51° 22' 38" E. 9.89 feet to the **BEGINNING** containing **2.82 acres**, as designated and shown on the attached plat, titled "Map Showing a 2.82 Acre Tract To Be Transferred From: The Town of Poca, DB 323, P 737, To: Putnam Public Service District, Town of Poca District, Putnam County, West Virginia", prepared by Jimmy D. Calhoun, Calhoun Engineering and Surveying, Hurricane, West Virginia, PE #4782, PS # 1011, dated September 5, 2014, attached hereto and incorporated hereby. Previously recorded in Deed Book 539 Pg. 945-949 Dkt

Excepting and reserving rights of way as shown on the attached plat.

And being a part of the same property conveyed to the Town of Poca, a municipal corporation, by Order Vesting Absolute and Indefeasible Title, Final Order dated February 26, 1990, and of record in the Office of the Clerk of the County Commission of Putnam County, West Virginia, in Deed Book 323, at Page 737.

This conveyance is made subject to any and all existing out conveyances, covenants,

PUTNAM PUBLIC SERVICE
DISTRICT
PO BOX 860
SCOTT DEPOT, WV 25560

Doc ID: 0039836300005 Type: DEED
Recorded: 12/10/2015 at 03:52:24 PM
Fee Amt: $16.00 Page 1 of 5
Putnam County Clerk
Brian Wood County Clerk
BK 546 PG 845-849

agreements, reservations, restrictions, easements, leases and rights of way as the same may appear in instruments of record in the aforesaid Clerk's Office.

The said party of the first part does hereby covenant and agree to and with the party of the second part that they will WARRANT GENERALLY the title to the property hereby conveyed.

DECLARATION OF CONSIDERATION

Under penalties of fine and imprisonment as provided by law, the undersigned does hereby declare that the total consideration paid for the property conveyed by this document is exempt as a transfer to a political subdivision of the State of West Virginia.

WITNESS the following signatures and seals:

TOWN OF POCA

James Caruthers Jr.

By: James Caruthers, Jr.
Its Mayor

STATE OF WEST VIRGINIA,
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me on the 9th day of ~~September~~ DECEMBER, 2014, by James Caruthers, Jr. to be the act and deed of the Town of Poca.

My commission expires: JANUARY 12, 2016

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DAVID L. MERCER
P. O. BOX 147
SCOTT DEPOT, WV 25560
My commission expires January 12, 2016

(Notary Seal)

This instrument prepared by: RALPH W. BASSETT, JR., Attorney at Law (WV Bar #261), 1260 Lee Creek Road, Culloden, West Virginia 25510 (304) 208-5921, and unless a survey and separate title opinion are provided, said attorney, by the preparation of this instrument alone, makes no representations or assurances to any person of the extent or quality of the title to the herein described property.

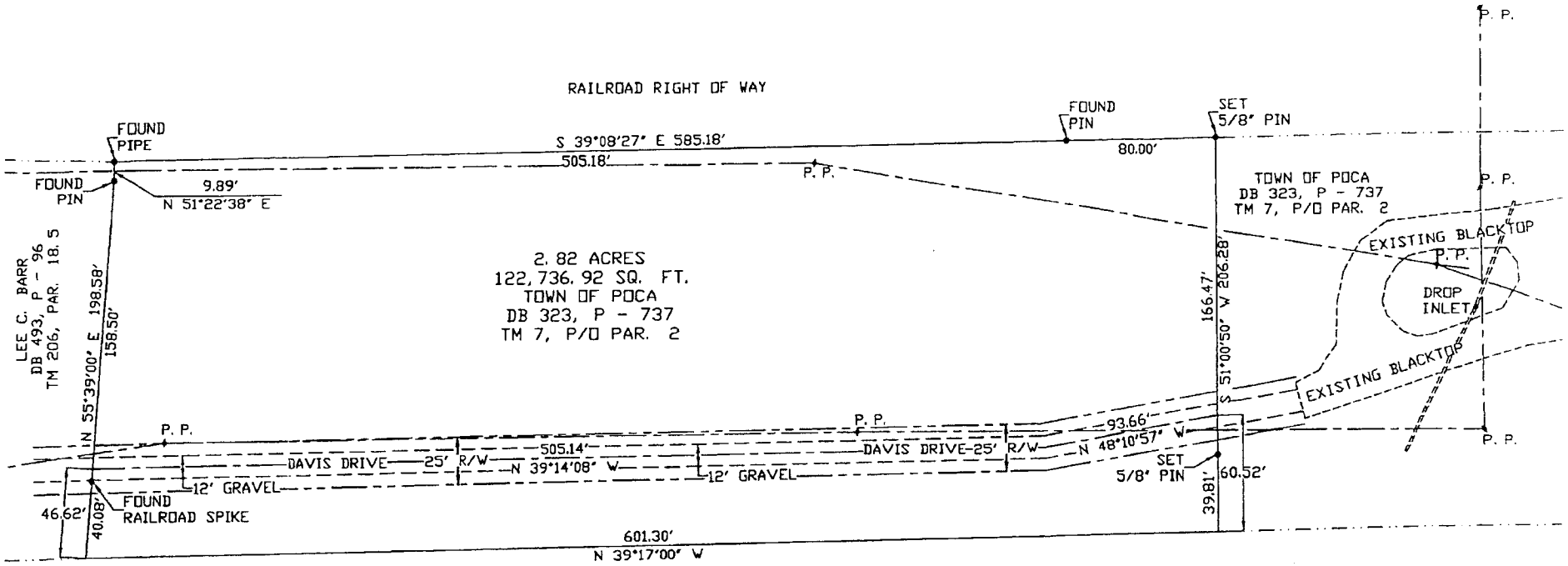
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POCA TOWN COUNCIL MEETING
October 13th, 2014
MINUTES

Mayor Caruthers called meeting to order
ROLL CALL: Dale Parkins, Jolita Raine, William Jones, and Arthur Helmick.
ABSENT: Brian Hutchison
SERGEANT-AT-ARMS: William Seanze
MOTION: William Jones motioned to accept the minutes of the September 22nd, 2014 Council Meeting Minutes. Arthur Helmick seconded the motion. Motion carried 4-0.
GUESTS: Scott Summers – Lawyer working with Richard Witt now on the Oklahoma Ave. right of way. Michael Potter – Just to observe.
Mr. Summers came in to brief the council on the Oklahoma Ave right of way. He gave the town three options. First the Strong arm where the town pursues the go ahead of tearing down the fences on Oklahoma Ave. Second a Declaratory Judgment Complaint where the Town asks the courts to decide. Third, ask for mediation and if they persons of interest do not agree to this then go the Declaratory Judgment complaint. The court will decide on the right of way and boundaries. The town will need to have a full deed research done. There is a 9 foot right of way that is stated on the deeds in 1996 and there is a 9 foot prescriptive easement that is in question as well.
MOTION: Arthur Helmick motioned to try the Mediation route then to declaratory Judgment. Dale Parkins seconded the motion. Motion Carried 4-0.
MOTION: William Jones motioned to hear the second reading to the Ordinance 2014-07 (Annexation of Shelton Property). Arthur Helmick seconded the motion. Motion carried 4-0.
MOTION: Arthur Helmick motioned to accept the Ordinance 2014-07 (Annexation of Shelton Property). William Jones seconded the motion. Motion carried 4-0.
RECORDER'S REPORT:
MOTION: William Jones motioned to donate $1000.00 to the Five Loaves and Two Fish Food Pantry. Arthur Helmick seconded the motion. Motion carried 3-0.
MOTION: Arthur Helmick motioned to purchase two back up batteries for computers. William Jones seconded the motion. Motion carried 3-0.
DEVELOPMENT: (Dale Parkins and Jolita Raine)
Covered earlier in meeting.
FINANCE:
MOTION: Arthur Helmick motioned to pay bills totaling $11,399.06. Dale Parkins seconded the motion. Motion carried 3-0.
MOTION: Arthur Helmick motioned to set budget revision for October 27th, 2014 for 7:00 PM. William Jones seconded the motion. Motion carried 3-0.
Will look into making Jolita Raine's position full time.
PARKS: (Brian Hutchison alternate William Jones and Jim Caruthers)
Park equipment will be moved from Railroad Park to Sewer lot.
William Jones is looking and going to apply for grants for playground equipment for Railroad Park and possibly a small fishing pier off Laurel Ave. close to culvert. Will place a trash can by the river on Laurel Ave.
PUBLIC WORKS: (William Jones and Jim Caruthers)
MOTION: Arthur Helmick motioned to have Storage Container door fixed and not to exceed $400.00. William Jones seconded the motion. Motion carried 4-0. -
MOTION: Arthur Helmick motioned to purchase mud flaps for new Truck not to exceed $200.00. William Jones seconded the motion. Motion carried 4-0.

MOTION: William Jones motioned to purchase seat covers for new Truck not to exceed $250.00. Arthur Helmick seconded the motion. Motion carried 4-0.
MOTION: Arthur Helmick motioned to have warning lights installed on new Truck, not to exceed $1200.00. William Jones seconded the motion. Motion carried 4-0.
MOTION: William Jones motioned to rent uniforms through Cintas for street crew. Arthur Helmick seconded the motion. Motion carried 4-0.
Complaints from residents on street crew personnel sleeping in truck.
Paving work will be done in subdivisions when weather is clear.
Billy Bailey will be off next week on vacation. Will call Tony Lett to work.
PUBLIC SAFETY: (Arthur Helmick and Brain Hutchison)
MOTION: Arthur Helmick motioned to have the Crown Vic repair done at Quality Auto not to exceed $800.00. William Jones seconded the motion. Motion carried 4-0.
The Impala is overheating and the right front brakes on the Jeep are locking up. Will look into having Impala and Jeep fixed after the Crown Vic is repaired. The Impala might be just low on antifreeze.
Will check on schedule for Halloween trick or treat night
MAYOR'S REPORT:
MOTION: William Jones motioned to transfer approximately 80 foot by full width of Property to Putnam PSD for future expansion of Sewer Plant for exchange for future consideration. Dale Parkins seconded the motion. Motion carried 4-0.
Putnam PSD is looking into what they could do for the Town on ways of MS4 – Storm Water permit.
Chapman Technical is still working with us.
Meet with DEP last Friday on MS4 – Storm Water Permit. Need to continue water testing during rain storms and also electronically report findings.
Heritage Day Meeting This Thursday the 16th at 9:00 AM. Received a couple of complements on Heritage Day.
Chapman Technical gave the town a preliminary drawing of the Pole barn (Morton style) Building will have it available for everyone to view.
Still working on setting a date for a Neighborhood Watch meeting for residence to attend. Mr. Potter had two bicycles stolen from property and retrieved them back and has filed a complaint with Police Department.
MOTION: William Jones motioned to adjourn. Dale Parkins seconded the motion. Motion carried 3-0.
ADJOURNMENT: @ 8:50 PM
Respectfully Submitted

James Caruthers, Mayor
Carroll Westfall, Recorder



APPROVED
PUTNAM COUNTY
PLANNING COMMISSION
DATE 12/1/15

THE 2.82 ACRE TRACT IS LOCATED IN FLOOD ZONES "AE & X" - FEMA FIRM MAP PANEL NO. 54079C0252D. DATED: FEBRUARY 2, 2012

STATE OF WEST VIRGINIA, Putnam County Commission Clerk's Office
12/10/2015 The foregoing Deed together with the certificate of its acknowledgment, was this day presented in said office and admitted to record
Teste: _____ Clerk

MAP SHOWING
A 2.82 ACRE TRACT
TO BE TRANSFERRED
FROM: THE TOWN OF POCA
DB 323, P - 737
TO: PUTNAM PUBLIC SERVICE DISTRICT
TOWN OF POCA DISTRICT
PUTNAM COUNTY - WEST VIRGINIA
SEPTEMBER 5, 2014

SEAL
4782
CALHOUN ENGINEERING & SURVEYING
P.E. 4782
P.L.S. 1011
SCALE: 1 INCH = 60 FEET

ATTACHMENT 3-A
Page 5 of 5

THIS DEED, made this 30th day of January 2015, by and between the **Town of Poca**, a political subdivision of the State of West Virginia, hereinafter "Poca", party of the first part, and **Putnam Public Service District**, a political subdivision of the State of West Virginia, hereinafter "District", party of the second part.

WHEREAS, the District on or about September 11, 2014, by an Operation and Maintenance Agreement and by purchase, soon to be approved by the West Virginia Public Service Commission, will acquire the sewerage system of Poca; and,

WHEREAS, the parties hereto now wish to transfer and assign all of the rights of Poca to the District in real property, rights of way, easements and appurtenances thereto.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY, unto said party of the second part, all of their rights, titles, and interest, together with all the tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining, in and to the following described property, to-wit:

> All of those certain pieces, parcels or tracts of real estate situate in the Poca District, or the Town of Poca, Putnam County, West Virginia, being more particularly set forth in the *attached list* detailing the properties and rights of way owned by the Town of Poca.

FURTHER, the party of the first part agrees, as further consideration, to transfer any other property heretofore used by Poca for its sewerage system.

This conveyance is made subject to any and all existing out conveyances, covenants, agreements, reservations, restrictions, and leases as the same may appear in instruments of record in the aforesaid Clerk's Office.

The said party of the first part does hereby covenant and agree to and with the party of the second part that they will WARRANT SPECIALLY the title to the property hereby conveyed.

DECLARATION OF CONSIDERATION

Under penalties of fine and imprisonment as provided by law, the undersigned does hereby declare that the total consideration paid for the property conveyed by this document is exempt as a transfer to a political subdivision of the State of West Virginia.

WITNESS the following signatures and seals:

RETURN TO: PUTNAM PSD PO BOX 886 SCOTT DEPOT, WV 25560

Doc ID: 003796290006 Type: DEED
Recorded: 03/11/2015 at 09:08:19 AM
Fee Amt: $17.00 Page 1 of 6
Putnam County Clerk
Brian Wood County Clerk
BK539 PG743-748

TOWN OF POCA

William Jones Mayor

By: William Jones
Its Mayor

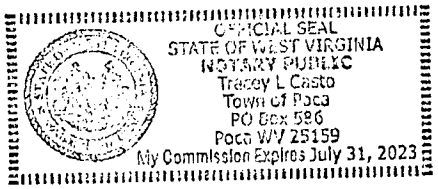
STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM, TO-WIT:

The foregoing instrument was acknowledged before me on the 30th day of January, 2015, by William Jones to be the act and deed of the Town of Poca.

My commission expires: July 31, 2023

Tracey L. Casto
Notary Public

(Notary Seal)



This instrument prepared by: RALPH W. BASSETT, JR., Attorney at Law (WV Bar #261), 1260 Lee Creek Road, Culloden, West Virginia 25510 (304) 208-5921, and unless a survey and separate title opinion are provided, said attorney, by the preparation of this instrument alone, makes no representations or assurances to any person of the extent or quality of the title to the herein described property.

F:\Active\P\Putnam PSD\Deeds and R-Ws - Sewer\Deed from Town of Poca 1-9-15.doc

DEED/RW	GRANTORS	BOOK/PG	DATE	DESCRIPTION
DEED	ARLIE & HELEN UTT	155/307	3/6/1963	ONE STOP
DEED	HELEN CLEARY	141/331	7/8/1961	?
DEED	WILLIAM & ANNA HANSHAW	155/338	12/17/1964	TAPS & CONNECTIONS TO SEWER
ORDER VESTING	NATIONAL BANK OF COMMERCE	302/457	4/21/1987	SEWER PLANT--6 ACRES --DAN DAVIS
DEED	BRADFORD COBB	304/543	7/13/1987	LINES AND LIFT STATION
DEED	BRADFORD COBB	304/540	7/13/1987	LINES AND LIFT STATION
INDENTURE	AEP	304/783	7/20/1987	SEWER
DEED	THOMAS & JEANNE ROBERTS	305/127	7/20/1987	.011 ACRE RAY CITY
ORDER VESTING	GEORGE & RUTH KING	306/447	9/23/1987	SEWER
DEED	JAMES & MARJORIE BLANKENSHIP	309/563	3/29/1988	SEWER
DEED	GEORGE & RUTH KING	316/341	2/14/1989	SEWER
ORDER	EVERETT & MARY POSTLETHWAIT	316/897	3/21/1989	SEWR
CORRECTIVE DEED	JAMES & MARJORIE BLANKENSHIP	317/699	4/18/1989	SEWER
FINAL ORDER	POSTLETHWAIT	321/635	10/26/1989	FORCE MAIN AND LIFT STATION
FINAL ORDER	NATIONAL BANK OF COMMERCE	323/737	3/1/1990	SEWER PLANT
PLAT	N/A	B/65	7/10/1986	.214 ACRE--POSSIBLE PUMP STATION
DEED	HAROLD & DOROTHY BARR	348/539	5/21/1993	OLD PLANT LOCATION/LINES STILL THERE
DEED	JERRY & LUANNE JIVIDEN	349/60	6/14/1993	OLD PLANT LOCATION/LINES STILL THERE
DEED	WILLIAMS WALTERS JR	349/881	7/26/1993	SEWER LINE EXTENSION
DEED	EDDIE & DIANE SMITH	357/163	6/28/1994	6" SEWER
DEED	EDDIE & DIANE SMITH	358/138	8/3/1994	SEWER P/W POCA TOWN R/W 6-28-94
DEED	KEVIN & CANDY SAYRE	361/209	12/24/1994	SW R/W MAP 12-14-94
DEED	TOM DAVIS	517/861	7/3/2012	SW 5-13-12
DEED	CHERLY PATTERSON BRISA MOORE	517/865	7/3/2012	SW 5-24-12
DEED	ANGELA DAVIS	517/870	7/3/2012	SEWER
DEED	TERRY DAVIS	517/875	7/3/2012	SEWER
DEED	ALBERT LEE DAVIS	517/880	7/3/2012	SEWER
DEED	BARBARA GALE RHODES	522/383	3/7/2013	LIFT STATION FORCE MAINS AND LINES
RW	WV STATE ROAD	140/438	4/29/1961	WM CARUTHERS AND JOHN WOLFE
RW	WILLIAM & ANNA HANSHAW	155/203	11/18/1964	POSSIBLE LIFT STATION
RW	REE M GROGHAN JR	292/164	12/11/1985	SEWER
RW	ELMER EUGENE KNELL	295/344	9/19/1985	SEWER
RW	WOODROW W WITHROW	295/343	5/27/1985	SEWER
RW	LAWRENCE ECHOLS	295/346	1/24/1986	SEWER
RW	JOHN COX	295/348	9/18/1985	SEWER
RW	JAMES CRANE	295/349	9/16/1985	SEWER
RW	ROY ALFORD	295/350	9/19/1985	SEWER--FOR MAIN AND LIFT STATION
RW	CLINTON R BEAL	295/351	9/20/1985	SEWER
RW	JOHN W BRITTON	295/353	1/24/1986	SEWER
RW	GARY CALLIFER	295/354	1/24/1986	SEWER

RW	HOMER E HAWLEY JR	295/345	9/19/1985	SEWER
RW	RONALD E JONES	295/359	9/20/1985	SEWER
RW	JAMES WARD KEELING	295/358	5/6/1986	SEWER
RW	BRUCE W KNULL	295/352	9/20/1985	SEWER
RW	JACKIE G WOODALL	295/360	5/6/1986	SEWER
RW	PAUL VICTOR WILSON	295/357	9/17/1985	SEWER
RW	CURTIS L WINTER	295/356	9/19/1985	SEWER
RW	THOMAS R STOVER JR	295/355	9/25/1985	SEWER--PINE DRIVE
RW	WILLIAM WALTERS	294/347	5/6/1986	SEWER
RW	CHARLENE T ESKEW	295/362	9/13/1985	SEWER
RW	BUCK M FARLEY	295/365	9/19/1985	SEWER
RW	GEORGE E CAWLEY	295/366	9/17/1985	SEWER
RW	DAVID N CAULEY	295/370	9/18/1985	SEWER
RW	JERRY E ANGEL	295/367	5/6/1986	SEWER LINES, FORCE MAIN & LIFT STATION
RW	JERRY E ANGEL	295/369	1/24/1986	SEWER LINES, FORCE MAIN & LIFT STATION
RW	JOHN DAVIS	295/368	9/16/1985	SEWER
RW	WILLIAM ESKEW	295/374	11/2/1985	SEWER
RW	CARNELUIS HAWKINS	295/364	9/17/1985	SEWER
RW	FRANK M HANSON	295/361	9/16/1985	SEWER
RW	ROBERT HIGGINBOTHAM	295/372	9/16/1985	SEWER
RW	LEMMA REALTY CO	295/363	9/25/1985	SEWER
RW	GARLET L RHODES	295/377	9/14/1985	HEIZER CREEK, SEWER ?
RW	ALBERT MCDANIEL	295/371	5/6/1986	SEWER
RW	JAMES MOORE	295/37	9/17/1985	SEWER
RW	JEPTHA REX PURVIS	295/379	9/16/1985	SEWER
RW	FREDA L MILAM	295/376	1/24/1986	SEWER
RW	DONALD MELTON	295/378	9/19/1985	SEWER
RW	JOHN SUMMERS	295/375	1/24/1986	SEWER
RW	ROBERT L CREMEANS	295/394	9/21/1985	SEWER
RW	WILFORD CLAY CAVENDER	295/395	9/13/1985	SEWER
RW	MACIL DAVIS	295/398	9/13/1985	SEWER
RW	HOWARD CLENDENIN	295/397	9/13/1985	SEWER
RW	HOWARD CLENDENIN	295/396	9/13/1985	SEWER
RW	JERRY HAWLEY, HAWLEYS PROP	295/401	5/27/1986	SEWER
RW	SADEE FARMER	295/399	9/13/1985	SEWER
RW	GEEORGE EDWARD KING	295/400	9/20/1985	SEWER LINES, FORCE MAIN, LIFT STATON
RW	GEORGE E KING	295/390	9/23/1985	SEWER LINES, FORCE MAIN, LIFT STATON
RW	OSCAR L GILLISPIE	295/385	5/12/1986	SEWER
RW	FLORA LANHAM	295/388	9/13/1986	SEWER
RW	DANNY K JIVIDEN	295/392	1/24/1986	SEWER
RW	CHARLES E LOUGHNER	295/382	5/6/1986	SEWER
RW	ARMINA PERSINGER	295/384	9/20/1985	SEWER
RW	JUANITA H MARTIN	295/383	5/20/1986	SEWER
RW	JOSEPHINE MCWILLIAMS	295/381	9/16/1985	SEWER
RW	DAVID SHAMBLIN	295/393	9/12/1985	SEWER
RW	ROBERT SHERMAN	295/391	9/14/1985	SEWER
RW	H D SCARBERRY	295/389	5/20/1986	SEWER

RW	PAUL B ZINK	295/387	5/13/1986	SEWER
RW	PAUL B ZINK	295/386	5/13/1986	SEWER
RW	JESSE JACKSON WEBB	295/380	9/24/1985	SEWER
RW	LEE ROY COOPER	295/414	9/15/1985	SEWER
RW	JOHN R DAVIS	295/402	5/6/1985	SEWER
RW	WILLIAM A DAVIS	295/403	5/6/1986	SEWER
RW	MAJORIE Y BARR	295/408	5/13/1986	SEWER
RW	WAYNE BAYLISS	295/413	9/13/1986	SEWER
RW	RONALD C BONNETT	295/415	9/12/1985	SEWER
RW	FRANKLIN L GRITT	295/416	9/12/1985	SEWER
RW	WILLIAM FRANKLIN GOFF	295/419	9/13/1985	SEWER
RW	RAY HELMICK	295/422	9/12/1985	SEWER
RW	WILLIAM B HILL	295/421	9/12/1985	SEWER
RW	DENNIS HARRIS	295/418	5/6/1986	SEWER
RW	JAMES E LLOYD	295/417	9/12/1985	SEWER
RW	KEITH R KARNES	295/412	5/6/1986	SEWER
RW	RONALD RHODES	295/420	9/12/1985	SEWER
RW	COLLEAN MCVEY	295/410	9/12/1985	SEWER
RW	ROUCO CONSTRUCTION	295/407	5/6/1986	SEWER
RW	LEONARD O NULL	295/406	9/12/1985	SEWER
RW	FRANKLIN L ROBERTS	295/404	5/5/1986	SEWER
RW	HOWARD EARL WEST	295/411	9/12/1985	SEWER
RW	ERNEST PORTER WEST	295/409	9/2/1985	SEWER
RW	H. P. WILLARD JR.	295/405	9/13/1986	SEWER
RW	CLAUDE D DAVIS	295/423	5/13/1986	SEWER
RW	JOHN WILLIAMS	304/98	6/9/1987	SEWER LINES
RW	BILLY SPEARS	304/126	6/13/1987	SEWER LINES
RW	ROGER L CARR	304/128	6/15/1987	SEWER LINES
RW	ROY & ALICE ALFORD	304/539	7/13/1987	SEWER LINES
RW	BRADORD COBB	305/622	8/18/1987	SEWER LINES
RW	GARLETT RHODES	306/834	10/13/1987	SEWER LINES
RW	JOHN SUMMERS	306/836	10/13/1987	SEWER LINES
RW	BOARD OF ED	306/837	10/13/1987	SEWER LINES
RW	ALBERT & VIRGINIA MCDANIEL	306/840	10/13/1987	SEWER LINES
RW	ESTATE OF MACIL DAVIS	306/832	10/13/1987	SEWER
RW	COREY DEVELOPMENT CORP	306/844	10/13/1987	SEWER
RW	HOWARD & NELLIE HEDRICK	306/831	10/13/1987	SEWER
RW	POCA VALUE RITE	384/741	8/26/1998	R/W 3-14-97
RW	POCA VALUE RITE	384/743	8/26/1997	R/W 3-7-97
RW	SHIRLEY BOWLING	510/736	10/21/2011	SEWER 8-4-11
RW	BETTY GIBSON	510/738	10/21/2011	SEWER 2-27-11
RW	JASON & AMBER CASTO	510/741	10/21/2011	SEWER
RW	GARY & PEGGY MILLER	510/762	10/21/2011	SEWER
RW	CLARENCE & KAREN HACKETT	510/765	10/21/2011	SEWER
RW	THOMAS ABNATHY	510/744	10/21/2011	SEWER
RW	DONNA REED	510/747	10/21/2011	SEWER

RW	LIONEL MCKOWN	510/750	10/21/2011	SEWER
RW	JAMES SLOAN	510/753	10/21/2011	SEWER
RW	BENJAMIN HOGAN	510/756	10/21/2011	SEWER
RW	DAVID M HANING	510/759	10/21/2011	SEWER
RW	TAMRA COWLEY WENTZ	510/768	10/21/2011	SEWER
RW	JAMES & CAROL BRADY	510/771	10/21/2011	SEWER
RW	ALBERT & PATRICIA HARMON	510/774	10/21/2011	SEWER
RW	JETTIE & PAULA RUCKER	510/777	10/21/2011	SEWER
RW	LARRY & JUANITA MARTIN	510/780	10/21/2011	SEWER
RW	GREGORY & KIMBERLY SCRAGG	510/783	10/21/2011	SEWER
RW	PATRICK & BRANDIE GARDNER	510/786	10/21/2011	SEWER
RW	JOHNIE BROWN	510/790	10/21/2011	SEWER
RW	JONATHAN CARUTHERS JAMES CARUTHERS	510/794	10/21/2011	SEWER
RW	LONNIE & AMY WHITTINGTON	511/176	11/9/2011	SEWER
RW	STACIE HUGHART	511/179	11/9/2011	SEWER
RW	WILLIAM & GWENDOLYN MORRIS	511/182	11/9/2011	SEWER
RW	JOYCE TAYLOR	511/185	11/9/2011	SEWER
RW	NICHOLAS KONNOVITCH	511/188	11/9/2011	SEWER
RW	TERRI GRIMM	511/191	11/9/2011	SEWER
RW	CHERYL TAYLOR	511/195	11/9/2011	SEWER
RW	MAXWELL MILBEE	511/599	11/23/2011	SEWER
RW	HARLES & NANCY DUFFIEL	511/602	11/23/2011	SEWER
RW	WHIRLWIND PROPERTIES	511/696	11/30/2011	SEWER
RW	CHAD BARTLETT ANGELA BILLS	511/699	11/30/2011	SEWER
RW	GARY & DREMA REEDY	511/702	11/30/2011	SEWER
RW	MARION & DIANNA LUSK	511/705	11/30/2011	SEWER
RW	DENZIL & CHRISTY WARD	511/708	11/30/2011	SEWER
RW	JEFFREY & BARBARA BUBAR	511/711	11/30/2011	SEWER
RW	JAMES & CATHY RASNAKE	511/714	11/30/2011	SEWER
RW	JOSEPH & RHONDA MILBEE	511/866	12/6/2011	SEWER
RW	DENNIS & KIMBERLY HUMPHREY	511/869	12/6/2011	SEWER
RW	LEOMA TEETS	511/872	12/6/2011	SEWER
RW	DAVID & CATHY WILCOX	513/740	2/24/2012	SEWER
RW	JOHN & ELIZABETH MITHCELL	513/745	2/24/2012	SEWER
RW	HERMIE COBB	513/750	2/24/2012	SEWER
RW	RUTH THOMPSON	513/754	2/24/2012	SEWER
RW	CLARENCE & KAREN HACKETT	513/874	3/5/2012	SEWER
RW	HAWLEY PROPERTIES INC	513/877	3/5/2012	SEWER
RW	BARBARA GALE RHODES	522/387	3/7/2013	LIFT STATION FORCE MAINS AND LINES
RW	GARY & CATHY MARTIN	522/696	3/20/2013	10' SEWER EASEMENT
RW	EILENE ANGEL	522/702	3/20/2013	10' SEWER EASEMENT

STATE OF WEST VIRGINIA, Putnam County Commission Clerk's Office 03/11/2015. The foregoing Deed together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: ..... Clerk

EXHIBIT 4

LIABILITIES OF THE TOWN RELATED TO THE SYSTEM

POCA BONDS

(1) Sewer Revenue Bonds, Series 1987 A, dated March 12, 1987 (West Virginia Water Development Authority), issued in the original aggregate principal amount of $878,743;

(2) Sewer Revenue Bonds, Series 1987 B, dated March 12, 1987, issued in the original aggregate principal amount of $215,535;

(3) Sewer Revenue Bonds, Series 1990 A, dated February 23, 1990 (West Virginia Water Development Authority), issued in the original aggregate principal amount of $214,969;

(4) Sewer Revenue Bonds, Series 1990 B, dated February 23, 1990, issued in the original aggregate principal amount of $10,031; and

(5) Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of $525,600.

PUTNAM PUBLIC SERVICE DISTRICT

A RESOLUTION APPROVING THE ACQUISITION OF THE TOWN OF POCA'S SEWERAGE SYSTEM BY PUTNAM PUBLIC SERVICE DISTRICT; APPROVAL OF THE AGREEMENT OF PURCHASE; AND THE APPROVAL OF THE ASSUMPTION OF THE TOWN OF POCA'S SEWER REVENUE BONDS

WHEREAS, the Town of Poca (the "Town") is a municipality corporation authorized pursuant to the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Code") to operate a sewerage system within its service territory in Putnam County, West Virginia;

WHEREAS, the Town provides sewer service to approximately 685 customers;

WHEREAS, the Town's sewer utility facilities consist of sewerage treatment and collection facilities and associated sewer mains, pumps, laterals, valves, man holes, connections, and certain other facilities necessary, appropriate, useful, convenient or incidental to the sewer system, together with all lands, easements, rights of way, permits, rights, certificates of convenience and necessity, and certain other tangible and intangible assets owned or held by the Town, including all subsequent additions or extensions to such facilities (hereinafter the "Town Sewer System").

WHEREAS, the Town faces challenges operating and maintaining the Town Sewer System at reasonable usage rates.

WHEREAS, on February 1, 2014, a Special Election was held for the Town's registered voters to determine if the Town should sell its sewer system to the District. The election resulted in a majority of the voters, (81 for and 9 against), approving the sale.

WHEREAS, Putnam Public Service District (the "District") is a public service district and public corporation created and expanded by Resolutions of the Putnam County Commission and formed pursuant to the provisions of Chapter 16, Article 13A of the Code to operate a sewerage system within its service territory in Putnam County, West Virginia;

WHEREAS, the District has the following outstanding debt:

(1) Sewer Revenue Bond, Series 1979 (United States Department of Agriculture), dated September 12, 1980, issued in the original aggregate principal amount of $2,200,000 (the "Series 1979 Bonds");

(2) Sewer Revenue Bond, Series 2002 B (West Virginia SRF Program), dated March 7, 2002, issued in the original aggregate principal amount of $1,422,000 (the "Series 2002 B Bonds");

(3) Sewer Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of $4,946,000 (the "Series 2006 A Bonds");

(4) Sewer Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of $2,104,000 (the "Series 2006 B Bonds");

(5) Sewer Revenue Bond, Series 2007 A (West Virginia Infrastructure Fund), dated March 19, 2007, issued in the original aggregate principal amount of $2,330,000 (the "Series 2007 A Bonds");

(6) Sewer Revenue Bond, Series 2008 A (West Virginia SRF Program), dated January 28, 2008, issued in the original aggregate principal amount of $3,680,000 (the "Series 2008 A Bonds");

(7) Sewer Revenue Bond, Series 2008 B (West Virginia Infrastructure Fund), dated June 6, 2008, issued in the original aggregate principal amount of $509,000 (the "Series 2008 B Bonds");

(8) Sewer Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated June 26, 2009, issued in the original aggregate principal amount of $4,520,000 (the "Series 2009 A Bonds");

(9) Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated October 29, 2009, issued in the original aggregate principal amount of $1,050,000 (the "Series 2009 B Bonds");

(10) Sewer Revenue Bonds, Series 2009 C (West Virginia SRF Program), dated October 29, 2009, issued in the original aggregate principal amount of $1,050,500 (the "Series 2009 C Bonds"),

(11) Sewer Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued concurrently herewith in the original aggregate principal amount of $6,000,000 (the "Series 2013 B Bonds");

(12) Sewer Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued concurrently herewith in the original aggregate principal amount of $6,930,000 (the "Series 2013 C Bonds");

(13) Sewer Revenue Bonds, Series 2013 D (United States Department of Agriculture), dated June 27, 2013, issued concurrently herewith in the

original aggregate principal amount of $564,800 (the "Series 2013 D Bonds");

(14) Sewer Revenue Bonds, Series 2013 E (United States Department of Agriculture), dated June 27, 2013, issued concurrently herewith in the original aggregate principal amount of $1,241,000 (the "Series 2013 E Bonds");

(15) Sewer Revenue Bonds, Series 2013 F (United States Department of Agriculture), dated June 27, 2013, issued concurrently herewith in the original aggregate principal amount of $1,500,000 (the "Series 2013 F Bonds"); and

(16) Sewer Refunding Revenue Bonds, Series 2013 A (Tax-Exempt). Dated July 11, 2013, issued in the original aggregate principal amount of $7,700,000 (the "Series 2013 A Bonds").

WHEREAS, the Town has the following outstanding debt

(1) Town of Poca Sewer Revenue Bonds, Series 1987 A (West Virginia Sewer Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $878,743 (the "Series 1987 A Bonds");

(2) Town of Poca Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $215,535 (the "Series 1987 B Bonds");

(3) Town of Poca Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $214,969 (the "Series 1990 A Bonds");

(4) Town of Poca Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $10,031 (the "Series 1990 B Bonds"); and

(5) Town of Poca Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of $525,600 (the "Series 2012 A Bonds").

WHEREAS, the Town and the District have approved the form of Agreement of Purchase on November 5, 2013 and February 18, 2014 respectively;

WHEREAS, the Agreement generally provides for (i) conveyance and transfer to the District of the Town Sewer System, which the District shall own and operate following such conveyance and transfer; (ii) the District to make a payment of $1.00 to the Town at Closing and shall assume all

current outstanding liabilities of the Town related to the Town Sewer System; (iii) the District, from and after the date of closing, shall own and operate the Town Sewer System and all customers currently served by the Town shall be customers of the District; (iv) from and after date of closing, the customers currently served by the Town will continue to be charged the Town's then-applicable rates and charges on file with the Public Service Commission of West Virginia until final rates have been established in a rate unification proceeding; (v) the Town will bill customers based upon a final meter reading for its customers taken at or near the Closing Date and, after satisfaction of its operation and maintenance expenses incurred through the Closing Date, make payment of all customer deposits to the Town's customers in accordance with Rule 4.2 of the *Rules for the Government of Sewer Utilities.* Any remaining monies received from the Town's final billings, in addition to all accounts receivable from prior billings, shall be used for payment of any other liabilities of the Town Sewer System; (vi) the Town shall, at Closing, transfer to the District undistributed security deposits and the District shall thereafter be responsible for the return of the deposits in accordance with Rule 4.2 of the *Rules for the Government of Sewer Utilities.* The District shall be further responsible for the obligation to make refunds under routine extension agreements between the Town and the Town's customers for as long as, and to the same extent as, the Town would have been obligated if it continued to own the sewer system. The District agrees to assume the Town's liability under bonds issued by the Town.

WHEREAS, the Agreement of Purchase has been approved by the Public Service Commission of West Virginia (the "PSC") in Case No. 14-0293-S-PSD-PC;

WHEREAS, the District deems it desirous to adopt a Resolution ratifying the acquisition of the Town Sewer System, the approval of the Agreement of Purchase and the assumption of the Town's sewer revenue bonds and to confirm that all lawful actions required to consummate the acquisition have been completed.

NOW, THEREFORE, BE IT RESOLVED BY PUTNAM PUBLIC SERVICE DISTRICT:

1. That the acquisition of the Town Sewer System into the District, as approved by the PSC in Case No. 14-0293-S-PSD-PC by Recommended Decision entered May 21, 2014, which became a Final Order on June 10, 2014, is hereby ratified, confirmed, and, in all respects deemed completed, contingent upon both parties receiving any required approvals from bondholders of the Town and the District.

2. In consideration of the acquisition, the District shall assume and re-designate the following bonds of the Town:

> (i) Town of Poca Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $878,743 assumed and re-designated as Putnam Public Service District Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $878,743 (the "Series 1987 A Bonds");

(ii) Town of Poca Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $215,535 assumed and re-designated as Putnam Public Service District Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $215,535 (the "Series 1987 B Bonds");

(iii) Town of Poca Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $214,969 assumed and re-designated as Putnam Public Service District Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $214,969 (the "Series 1990 A Bonds");

(iv) Town of Poca Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $10,031 assumed and re-designated as Putnam Public Service District Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $10,031 (the "Series 1990 B Bonds"); and

(v) Town of Poca Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of $525,600 assumed and re-designated as Putnam Public Service District Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of $525,600 (the "Series 2012 A Bonds").

3. The Chairman and Secretary are hereby authorized and directed to execute all documents necessary and appropriate to facilitate the acquisition of the Town Sewer System.

4. That all lawful actions required to consummate the acquisition of the Town Sewer System by the District have been completed and are hereby ratified and confirmed.

5. This Resolution shall be effective immediately following adoption.

Adopted this 26th day of May, 2016.

PUTNAM PUBLIC SERVICE DISTRICT

By: Paul D. Callahan
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of PUTNAM PUBLIC SERVICE DISTRICT on the 26th day of May, 2016.

Dated: June 30, 2016

[SEAL]

Secretary

847280.00024

TOWN OF POCA

A RESOLUTION RATIFYING THE MERGER OF THE TOWN OF POCA'S SEWERAGE SYSTEM INTO PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, the Town of Poca ("Poca") is a municipal corporation authorized pursuant to the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Code") to operate a sewerage system within its service territory in Putnam County, West Virginia;

WHEREAS, Putnam Public Service District ("Putnam") is a public service district and public corporation created and expanded by Resolutions of the Putnam County Commission and formed pursuant to the provisions of Chapter 16, Article 13A of the Code to operate a sewerage system within its service territory in Putnam County, West Virginia;

WHEREAS, on November 5, 2013, the Poca enacted an ordinance approving the sale of Poca's sewerage system to Putnam and on February 1, 2014 a special election was held for Poca's registered voters approving the sale of Poca's sewer system to Putnam.

WHEREAS, the Public Service Commission of West Virginia, in Case No. 14-0293-S-PSD-PC, approved and ordered the expansion of the service territory of Putnam, the merger of Poca's sewerage system into Putnam; and

WHEREAS, Poca deems it desirous to adopt a Resolution ratifying the merger of its sewerage system into Putnam, and to confirm that all lawful actions required to consummate the merger have been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF POCA:

1. That the merger of Poca's sewerage system into Putnam, as approved by the Public Service Commission of West Virginia in Case No. 14-0293-S-PSD-PC, by Recommended Decision entered May 21, 2014, which became a Final Order on June 10, 2014, is hereby ratified, confirmed, and, in all respects deemed completed, contingent upon written approval from all bondholders of both Poca and Putnam.

2. In consideration of the merger, Putnam shall assume and re-designate the following bonds of Poca:

(i) Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original

aggregate principal amount of $878,743 (the "Series 1987 A Bonds");

(ii) Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of $215,535 (the "Series 1987 B Bonds");

(iii) Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $214,969 (the "Series 1990 A Bonds");

(iv) Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of $10,031 (the "Series 1990 B Bonds"); and

(v) Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of $525,600 (the "Series 2012 A Bonds").

3. The Mayor and Recorder are hereby authorized and directed to execute and deliver a Deed, Bill of Sale, Assignment of Rights of Way, Assignment of Judgments and any other such other documents, agreements, instruments and certificates required or desirable in connection with the merger.

4. The Deed dated January 30, 2015 (filed in Book 539, Pages 743-748) between Poca and Putnam is hereby approved and ratified.

5. That all lawful actions required to consummate the merger of Poca's sewerage system into Putnam have been completed, and are hereby ratified and confirmed.

[Remainder of Page Intentionally Blank]

6. This Resolution shall be effective immediately following adoption.

Adopted this 23rd day of May, 2016.

TOWN OF POCA

By: 
Its: Mayor

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Council of the TOWN OF POCA on the 23rd day of May, 2016.

Dated: June 30, 2016

[SEAL]

Carroll Whitfield

Recorder

847280 00034

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 27th day of June 2016.

CASE NO. 16-0193-PSD-PC
PUTNAM COUNTY COMMISSION
a public utility,
Petition for consent and approval to expand the service territory of Putnam Public Service District.

COMMISSION ORDER

The Commission approves the expansion of the Putnam Public Service District as proposed by the Putnam County Commission.

BACKGROUND

On February 12, 2016, the Putnam County Commission filed a request that the Commission approve its petition to expand the service boundaries of Putnam Public Service District (District) in Putnam County pursuant to W.Va. Code §16-13A-2. According to the Putnam County Commission Resolution and Order, the expansion of the District is in preparation for the anticipated closing of the sale by the Town of Poca of its sewer system to the District as previously approved by the Public Service Commission in Case No. 14-0293-S-PSD-PC.

The Putnam County Commission included in its filing (i) the Resolution and Order of the Putnam County Commission entered January 12, 2016, setting a hearing on February 9, 2016, in the Putnam County Courthouse to expand the service boundaries of the District, (ii) an Affidavit of Posting indicating that notice of the Putnam County Commission's February 9, 2016, public hearing was posted in five conspicuous places throughout the affected areas of Putnam County, West Virginia, (iii) Affidavits of Publication noticing the February 9, 2016 hearing published on January 21, 2016, in The Hurricane Breeze and on January 22, 2016, in The Herald-Dispatch, and (iv) the Resolution and Order of the Putnam County Commission entered February 9, 2016, approving the expansion of the service boundaries of the District in Putnam County based upon the Order that describes the expanded service boundaries.

On March 18, 2016, Commission Staff filed its Initial and Final Joint Staff Memorandum stating that the Putnam County Commission had complied with the applicable requirements of W.Va. Code §16-13A-2, including adequate public notice.

Staff recommended that the Commission require publication pursuant to Rules and Regulations for the Government of Sewer Utilities (Sewer Rules) 7.3, and approve the request of the Putnam County Commission without a hearing.

On February 16, 2016, Putnam County Commission filed an affidavit of posting stating that the notice of the Putnam County Commission hearing was posted in five conspicuous locations in the areas to be affected by the boundary adjustment.

On May 9, 2016, the Putnam County Commission, by the District, filed a request for an order to be entered requiring publication of notice so that the closing on the acquisition of the Town of Poca's sewer facilities can be scheduled.

On May 13, 2016, the Commission entered an order requiring publication of notice of this case.

On June 16, 2016, the Putnam County Commission filed affidavits of publication as required by the May 13, 2016 Order. The affidavits indicated that publication approved on May 17, 2016 in The Herald Dispatch and on May 19, 2016 in The Hurricane Breeze. The thirty day protest period accordingly would expire on June 18, 2016.

No protests were filed.

DISCUSSION

Adjusting the boundaries of a public service district requires the consent and approval of the Public Service Commission and is controlled by the provisions of W.Va. Code §16-13A-2 and the Sewer Rule 7.3. Pursuant to W.Va. Code §16-13A-2(e), when the extension of public service district facilities "will be conducive to the preservation of public health, comfort and convenience, of such area, the county commission shall by order . . . enlarge . . . such public service district." Id.

The purpose of the expansion of the boundaries of the District is to facilitate the sale of the Town of Poca of its sewer system to the District as previously approved by the Public Service Commission in Case No. 14-0293-S-PSD-PC.

It is reasonable and efficient to expand the District territory as conducive to the preservation of public health, comfort, and convenience. Therefore, because the Putnam County Commission has complied with the statutory requirements, the Commission finds that it is in the public interest to approve the Putnam County Commission petition and grant its consent to expand the territory of the District, pursuant to W.Va. Code §16-13A-2(f).

Finally, because no protests were filed opposing the expansion of the District, the Commission will forgo a hearing in this matter.

FINDINGS OF FACT

1. The Putnam County Commission requests the consent and approval of the Commission to adjust the boundaries of the District pursuant to W.Va. Code §16-13A-2.

2. The Putnam County Commission adopted a resolution and order to expand the service area of the District on January 12, 2016. A hearing on the matter was held on February 9, 2016, twenty-eight days after the resolution was first adopted, in compliance with Sewer Rule 7.3.a.

3. The Putnam County Commission published notice of the proposed boundary expansion, as required by Sewer Rule 7.3.a. Petition.

4. The Putnam County Commission posted notice of the hearing in at least five conspicuous locations in the proposed service area for a period of at least ten days prior to the hearing. Petition.

5. The Putnam County Commission made certain findings of fact within its resolution and order, noting that the expansion would be conducive to the public health, comfort and convenience of the area.

6. On January 19, 2016, the Putnam County Commission by the District filed an application documenting publication of the notice as required by the May 13, 2016 Commission Order.

CONCLUSIONS OF LAW

1. The Putnam County Commission has complied with the statutory requirements to enlarge the service boundaries of the District.

2. Because no protests were filed opposing the expansion of the District, it is reasonable to waive the hearing described in Sewer Rule 7.3.

3. The Commission concludes that it is in the best interest of the public to approve the Putnam County Commission petition and grant Commission consent to expand the territory of the District, pursuant to W. Va. Code §16-13A-2(f).

ORDER

IT IS THEREFORE ORDERED that the Putnam County Commission petition is hereby granted. Pursuant to W.Va. Code §16-13A-2(f), the Public Service Commission grants its consent to the expansion of the service boundary of the Putnam Public Service District.

IT IS FURTHER ORDERED that the hearing in this matter is waived.

IT IS FURTHER ORDERED that this case is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Commission Staff by hand delivery.

A True Copy, Teste,

Ingrid Ferrell
Executive Secretary

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 22nd day of April 2016.

CASE NO. 14-0293-S-PSD-PC

TOWN OF POCA AND PUTNAM PUBLIC SERVICE DISTRICT, public utilities,
Petition for consent and approval of the sale of the Town's sewer utility assets to the District.

COMMISSION ORDER

By Recommended Decision that became a final Order of the Commission on June 10, 2014, the Commission granted a petition filed on February 20, 2014, by the Town of Poca (Poca) and the Putnam Public Service District (District) that requested approval for the District to acquire Poca's sewer facilities. The Order also approved a revised purchase agreement filed by the parties on May 14, 2014 (Purchase Agreement), without approving the specific terms and conditions of the agreement.

On February 25, 2016, Poca and the District filed a joint petition requesting that the Commission reopen this matter for the limited purpose of entry of an Order acknowledging that due to the passage of legislative changes during the 2015 Legislative Session, the Commission no longer has jurisdiction to approve the rates of the District and the Applicants have satisfied all other closing requirements of the Purchase Agreement approved by the Commission in its Order final on June 10, 2014 in this matter.

The joint petition stated that prior to issuance of the Order that was final on June 10, 2014, the parties revised the Purchase Agreement to read:

> VIII. CLOSING. The closing of the transaction contemplated by this Agreement ("Closing") shall take place within sixty (60) days after the latest of (i) the issuance by the Public Service Commission of a final, nonappealable Order, acceptable to District, approving this Agreement and the proposed sale of the System to District on the terms set forth herein; (ii) the receipt by Town of either all required waivers or consents to the sale and transfer of the System to District; (iii) the favorable vote of the citizens in a general or special election under the provisions of W. Va. Code §8-12-17; or, (iv) **approval of the Public Service Commission for a unified rate**

for the current Town customers and the District's customers; (emphasis added)

Poca and the District also stated that during the 2015 Legislative Session, the Legislature enacted Senate Bill 234 (SB 234) which amended W. Va. Code §24-2-4a and removed Commission ratemaking jurisdiction over the rates of "water and/or sewer utilities that are political subdivisions of the state providing separate or combined services and having at least four thousand five hundred customers and annual gross revenue of $3 million or more from its separate or combined services." Senate Bill 234 further amended W. Va. Code §16-13A-9(a)(2) to provide that public service districts with "at least four thousand five hundred customers and annual gross revenue of $3 million or more from its separate or combined services" are now required to obtain the approval of County Commissions for rate changes.

The joint petition further stated that the District has more than four thousand five hundred sewer customers and annual gross revenues in excess of $3 million from its sewer operations. Accordingly, the District is no longer subject to Commission rate making jurisdiction. With the passage of SB 234 the parties cannot satisfy the fourth requirement of paragraph VIII of the Purchase Agreement. The joint petition stated that by obtaining the Putnam County Commission approval for unified rates by vote on February 23, 2016, following notice and hearings, the parties to the Purchase Agreement substantially complied with the terms of the Purchase Agreement.

On March 31, 2016, Commission Staff filed a memorandum recommending that the Commission reopen this proceeding and determine that the parties have satisfied the provision of paragraph VIII of the Purchase Agreement through the action of the Putnam County Commission taken on February 23, 2016.

On April 1, 2016, Poca and the District filed a letter stating agreement with the March 31, 2016 Staff memorandum. The joint petitioners requested an expedited Order to allow the parties to proceed to closing.

DISCUSSION

The filings reflect that the parties have substantially complied with the term of the Purchase Agreement and have satisfied the conditions precedent to closing in accordance with current law after the passage of SB 234 during the 2015 Legislative Session. It is appropriate, therefore, to grant the relief requested in the joint petition to reopen.

FINDINGS OF FACT

1. By Order final on June 10, 2014, the Commission approved the acquisition of the Poca sewer facilities by the District and approved a Purchase Agreement without approving the specific terms and conditions.

2. The Purchase Agreement stated that one of the alternative conditions precedent to closing was approval of the Public Service Commission of a unified rate for the Poca and District customers.

3. During the 2015 Legislative Session, the Legislature enacted SB 234.

4. The District has more than four thousand five hundred sewer customers and annual gross revenues in excess of $3 million from its sewer operations.

CONCLUSIONS OF LAW

1. Due to the passage of legislative changes during the 2015 Legislative Session, the Commission no longer has jurisdiction to approve the rates of the District.

2. The District and Poca satisfied all the closing requirements listed in the Purchase Agreement except the alternative condition that the Commission approve a unified rate for Poca and District customers. The District and Poca have substantially complied with the Purchase Agreement.

ORDER

IT IS THEREFORE ORDERED that this proceeding is reopened for purposes of issuing this Order.

IT IS FURTHER ORDERED that through the action of the Putnam County Commission taken on February 23, 2016, the joint petitioners have satisfied the provision of paragraph VIII(iv) of the Purchase Agreement.

IT IS FURTHER ORDERED that on entry hereof this matter is closed and removed from the Commission open docket.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Staff by hand delivery.

A True Copy, Teste,

Ingrid Ferrell
Executive Secretary

JML
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PUTNAM PUBLIC SERVICE DISTRICT

RESOLUTION

WHEREAS, the Board of the Putnam Public Service District, at its February 18, 2014 Board Meeting approved the District's entry into the Purchase Agreement with the Town of Poca setting forth the terms of the transfer of the Town of Poca's sewerage system to the District conditioned upon obtaining the necessary approval of the Public Service Commission of West Virginia; and,

WHEREAS, the Public Service Commission of West Virginia, by Recommended Decision entered May 21, 2014 in Case No. 14-0293-S-PSD-PC, final as of June 10, 2014, approved the Putnam Public Service District's acquisition of the Town of Poca's sewerage facilities contingent upon the parties obtaining any necessary bondholder approval prior to consummating the transfer of the sewerage facilities; and,

WHEREAS, the bondholders of the Town of Poca and the Putnam Public Service District have approved the transfer/acquisition of the Town's sewerage system.

NOW, THEREFORE, BE IT RESOLVED by the Board of Putnam Public Service District that it accepts the sewerage system assets of the Town of Poca and authorizes the Chairman of the District to execute all documents necessary and required to consummate the transfer from the Town of Poca to the District.

Adopted at a meeting of the Board held on the 14th day of ~~December,~~ Janwary 2016.

Paul D. Callahan
CHAIRMAN

MEMBER

Stanley W. Booth
MEMBER

SECRETARY

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: May 21, 2014

CASE NO. 14-0293-S-PSD-PC

TOWN OF POCA AND PUTNAM PUBLIC SERVICE DISTRICT, public utilities,
Petition for consent and approval of the sale of the Town's sewer utility assets to the District.

RECOMMENDED DECISION

This Order approves the joint petition of the Town of Poca (Poca) and the Putnam Public Service District (PSD) of a sale and transfer agreement, whereby the PSD will acquire Poca's sewer utility assets.

On February 20, 2014, Poca and the PSD jointly petitioned the Commission to approve the sale and transfer of sewer assets of Poca to the PSD and the associated agreement. The petition indicated that Poca serves approximately 672 sewer customers but faces challenges operating and maintaining its sewer system at reasonable rates. The petition indicated that the PSD provides sewer service throughout Putnam County, including portions that were reasonably close to Poca. Both Poca and the PSD have approved entering into an agreement where the PSD would acquire Poca's sewer assets. Poca held a municipal election on February 1, 2014, where the registered voters of Poca overwhelmingly approved the sale. The PSD will pay Poca $1.00 for the sewer assets. The Poca customers will be customers of the PSD upon the date of the closing. The PSD will continue to charge the Poca customers the existing Poca rates. It is anticipated that the rates will be unified in a later Commission proceeding. The current Poca rate for a 4,000 gallon-user is $47.29, and the equivalent PSD rate is $39.64. The PSD has an ongoing project which, upon it substantial completion, will result in PSD rates of $44.80. The parties attached to the petition the proposed agreement for the purchase of the sewer assets.

By Commission Order of April 8, 2014, the matter was referred requiring a decision on or before September 8, 2014.

On April 9, 2014, the parties were ordered to publish notice of the proposed acquisition. The notice provided an opportunity for protests.

On April 22, 2014, an affidavit of publication was filed, indicating proper notice was made. No protests have been filed pursuant to the notice.

On May 14, 2014, the parties filed a revised version of the purchase agreement. The revisions made the agreement conform to the ordinance which Poca had passed. Both Poca and the PSD were in agreement with the revisions made to the agreement.

On May 20, 2014, Staff recommended that the PSD be permitted to acquire the sewer assets of Poca. Staff recommended that the proposed revised agreement be approved without approving specific terms and conditions. It further recommended that the Poca and the PSD obtain bondholder approval prior to consummating the transfer, if that bondholder approval is required under any existing bond covenants.

FINDINGS OF FACT

1. On February 20, 2014, Poca and the PSD jointly petitioned the Commission to approve the sale and transfer of sewer assets of Poca to the PSD and the associated agreement. (See filing).

2. Poca serves approximately 672 sewer customers but faces challenges operating and maintaining its sewer system at reasonable rates. (Id.).

3. The PSD provides sewer service throughout Putnam County, including portions that are reasonably close to Poca. (Id.).

4. Both Poca and the PSD have approved entering into an agreement whereby the PSD would acquire Poca's sewer assets for one dollar. (Id.).

5. Poca held a municipal election on February 1, 2014, where the registered voters of Poca overwhelmingly approved the sale. (Id.).

6. The Poca customers will be customers of the PSD upon the date of the closing. (Id.).

7. The PSD will continue to charge the Poca customers the existing Poca rates. It is anticipated that the rates will be unified in a later Commission proceeding. (Id.).

8. The parties published a required notice of this filing which provided an opportunity for protests. No protests were filed. (See Procedural Order of April 9, 2014; Affidavit of publication filed April 22, 2014; and file generally).

9. On May 14, 2014, the parties filed a revived proposed purchase agreement with minor changes from the original agreement. Both parties have approved the changes which made the document conform to a Poca municipal ordinance. (See filing).

10. On May 20, 2014, Staff recommended approving the acquisition of the Poca sewer assets and customers by the PSD including approving the purchase contract. Staff did recommend that consummation of the transaction be contingent on any necessary bondholder approval. (See Staff filing).

CONCLUSIONS OF LAW

1. The agreement is in the public interest, meets the requirements of W.Va. Code §24-2-12 and should be approved.

2. The PSD should be permitted to acquire the sewer facilities of Poca, subject to any necessary bondholder approval.

ORDER

IT IS, THEREFORE, ORDERED that the petition filed on February 20, 2014, by the Town of Poca and the Putnam Public Service District for Commission approval for the PSD to acquire Poca's sewer facilities be, and hereby is, granted. The revised purchase agreement filed by the parties on May 14, 2014, be, and hereby is, approved, without approving the specific terms and conditions of the agreement. The parties shall obtain any necessary bondholder approval required by any relevant bond covenants prior to consummating the transfer of the sewer facilities.

IT IS FURTHER ORDERED that the matter be removed from the open docket.

IT IS FURTHER ORDERED that the Executive Secretary is ordered to serve a copy of this order upon the Commission by hand delivery, and by electronic service upon all parties of record who have filed an e-service agreement with the Commission and by United States Certified Mail, return receipt requested, upon all parties of record who have not filed an e-service agreement.

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

K. A. George

Keith A. George
Chief Administrative Law Judge

KAG:bam
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7/6/2006	Notice of PH to change name to Putnam PSD
6/27/2006	North Putnam PSD resolution authorizing acquisition by South Putnam PSD
6/27/2006	South Putnam PSD resolution authorizing acquisition of North Putnam PSD and name change to Putnam PSD
6/27/2006	Putnam County Commission order approving South Putnam PSD acquisition of Noth Putnam PSD and name change to Putnam PSD
7/7/2006	PSC Order approving South Putnam PSD acquisition of North Putnam PSD and name change to Putnam PSD
4/5/2006	Putnam County Commission Order approving South Putnam PSD name change to Putnam PSD
10/16/2003	PSC Order to expand boundaries of South Putnam PSD and dissolution of North Putnam PSD
8/3/2000	North Putnam PSD minutes on PH to sell to South Putnam PSD
7/8/2003	Putnam County Commission resolution approving sale of Noth Putnam PSD to South Putnam PSD
4/22/2003	Putnam County Commission Resolution and Order expanding South Putnam PSD and dissolving North Putnam PSD
4/12/2003	Affidavit of publication of public hearing
7/11/2000	North Putnam PSD resolution to sell to South Putnam PSD
5/1/1995	Resolution of City of Hurricane authorizing South Putnam PSD to serve within its boundaries
5/1/1995	Resolution of City of Hurricane Sanitary Board authorizing South Putnam PSD to serve within its boundaries
12/3/1981	Putnam County Commission resolution expanding South Putnam PSD
3/10/1981	Putnam County Commission resolution expanding Teays Valley PSD and renaming as South Putnam PSD
9/1/1959	Putnam County Commission resolution and order creating Teays Valley PSD

7-6-06

ESTABLISHED 1900

COOKIE ALLEN
PUBLISHER

PHONE 304-562-9881

THE HURRICANE BREEZE

THE WEEKLY NEWSPAPER FOR ALL OF PUTNAM COUNTY
488 HURRICANE CREEK ROAD
P.O. BOX 310
HURRICANE, WEST VIRGINIA 25526

LEGAL ADVERTISEMENT

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON
CASE NO. 03-1042-PSWD-PC
SOUTH PUTNAM PUBLIC SERVICE DISTRICT

NOTICE OF NAME CHANGE

By a Recommended Decision issued September 5, 2003 (Final Commission Order, September 25, 2003) the Commission approved the transfer of the North Putnam Public Service District's public utility system to the South Putnam Public Service District.

On April 28, 2006 the South Putnam Public Service District filed a "Petition to Reopen" requesting approval to change the name of the district to "Putnam Public Service District."

According to West Virginia Code §16-13A-4(f) a name change as requested by South Putnam requires the approval of the West Virginia Public Service Commission and the written consent of any existing holders of bonds or notes issued by South Putnam.

By a Commission Order entered June 7, 2006 the Commission granted its approval of the name change and further ordered South Putnam to provide notice to its customers upon receiving the written consent of its bond and note holders. Such approval was received.

Accordingly, please note that the new name of the South Putnam Public Service District shall be: "Putnam Public Service District."

PUTNAM PUBLIC SERVICE DISTRICT

7-6-11

CERTIFICATE OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM, To wit:

This day personally appeared before me, a Notary Public of said County of Putnam, Ron Allen of The Hurricane Breeze, and after being duly sworn deposes and says that the attached legal publication was duly published in The Hurricane Breeze for One (1) consecutive issues, in its issues dated .... July 6, 2006.

Ron Allen
The Hurricane Breeze

Subscribed and sworn to before me this 10th day of July, 2006.

Lora V. Hart
Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
LORA V. HART
109 Walnut Circle
Hurricane, WV 25526
My Commission Expires March 1, 2010

6.27.06

NORTH PUTNAM PUBLIC SERVICE DISTRICT

A RESOLUTION AUTHORIZING AND RATIFYING THE TRANSFER OF THE ASSETS OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, THE ASSIGNMENT OF THE BONDS OF NORTH PUTNAM PUBLIC SERVICE DISTRICT TO SOUTH PUTNAM PUBLIC SERVICE DISTRICT AND THE DISSOLUTION OF NORTH PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, North Putnam Public Service District (hereinafter "North Putnam") is a public service district and public corporation created by Resolution of The County Commission of Putnam County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, South Putnam Public Service District (hereinafter "South Putnam") is a public service district and public corporation created by Resolution of the County Commission and formed pursuant to the provisions of the Act;

WHEREAS, the Public Service Board of North Putnam adopted a resolution on July 11, 2000, following a duly noticed public hearing, authorizing the transfer of the assets of North Putnam to South Putnam and the assignment of the North Putnam Public Service District Sewer Revenue Bonds, Series 1975 (United States Department of Agriculture), dated October 23, 1975, issued in the original aggregate principal amount of $605,000, originally issued under the name "East Kanawha Public Service District" (the "Series 1975 Bonds") and the North Putnam Public Service District Sewer Revenue Bonds, Series 1993 (West Virginia SRF Program), dated March 30, 1993, issued in the original aggregate principal amount of $267,000 (the "Series 1993 Bonds") to South Putnam;

WHEREAS, the County Commission adopted a resolution on July 8, 2003, approving the transfer of the assets of North Putnam to South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Final Order entered on September 5, 2003, approved the transfer of the assets of North Putnam to South Putnam and the assignment of the Series 1975 Bonds and the Series 1993 Bonds to South Putnam (collectively, the "Transfer and Assignment"), subject to the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 22, 2003, approving the dissolution of North Putnam and expanding the boundaries of South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-0536-PSWD-PC, by Final Order entered on November 5, 2003, approved the dissolution of North Putnam and the expansion of the boundaries of South Putnam, subject to the transfer of the assets of North Putnam to South Putnam as approved in Case No. 03-1042-PSWD-PC and the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 25, 2005, changing the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Commission Order entered on June 7, 2006, approved the change of the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the bondholders of the Districts;

WHEREAS, the West Virginia Water Development Authority, as the holder of the Series 1993 Bonds heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1993 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1975 Bonds heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the West Virginia Water Development Authority, as the holder of the Series 2002 B Bonds heretofore issued by South Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1979 Bonds, Series 1995 Bonds, Series 2002 A Bonds, Series 2006 A Bonds and Series 2006 B Bonds heretofore issued by South Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District;"

WHEREAS, The County Commission of Putnam County plans to adopt a resolution on June 27, 2006, approving and ratifying the proposed Transfer and Assumption, the dissolution of North Putnam, the expansion of the boundaries of South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District;"

WHEREAS, the Board of South Putnam plans to adopt a resolution on June 27, 2006, approving and ratifying the proposed Transfer and Assumption;

WHEREAS, contemporaneously with the transfer of the assets of North Putnam to South Putnam, North Putnam desires to assign, and South Putnam desires to assume all liabilities for and obligations under the Series 1975 Bonds and the Series 1993 Bonds; and

WHEREAS, it is in the best interest of the customers of South Putnam and North Putnam to complete the proposed Transfer and Assumption, to convey all assets, rights, privileges, immunities and powers of North Putnam to South Putnam, for South Putnam to assume and re-designate the Series 1975 Bonds and the Series 1993 Bonds, for North Putnam to be dissolved, for the boundaries of South Putnam to be expanded and for the name of South Putnam Public Service District to be changed to Putnam Public Service District.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, PUTNAM COUNTY, WEST VIRGINIA AS FOLLOWS:

1. North Putnam does hereby authorize and ratify the transfer of the assets of North Putnam to South Putnam, the assignment of the Series 1975 Bonds and the Series 1993 Bonds to South Putnam and the dissolution of North Putnam.

2. That, immediately following the consummation of the Transfer and Assumption on or about June 30, 2006, North Putnam shall be dissolved.

3. The Chairman and Secretary of North Putnam are hereby authorized and directed to execute all documents concerning the Transfer and Assumption, specifically including, but not limited to, the assignment of the Series 1975 Bonds and the Series 1993 Bonds.

4. The Chairman and Secretary of North Putnam are hereby authorized and directed to execute all documents concerning the dissolution of North Putnam.

5. The Chairman and Secretary of North Putnam are vested with the appropriate authority to take any and all actions necessary to complete Transfer and Assumption and the dissolution of North Putnam.

6. This Resolution shall become effective immediately upon adoption hereof.

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Adopted by the Public Service Board of North Putnam Public Service District at a meeting held on the 27th day of June, 2006.

NORTH PUTNAM PUBLIC SERVICE DISTRICT

[SEAL]

Chairman

Secretary

06.21.06
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G-27-06

SOUTH PUTNAM PUBLIC SERVICE DISTRICT

A RESOLUTION AUTHORIZING AND RATIFYING THE ACQUISITION OF THE ASSETS OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, THE ASSUMPTION AND RE-DESIGNATION OF THE BONDS OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, THE EXPANSION OF THE BOUNDARIES OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT AND THE CHANGE OF THE NAME OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT TO PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, South Putnam Public Service District (hereinafter "South Putnam") is a public service district and public corporation created by Resolution of The County Commission of Putnam County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, North Putnam Public Service District (hereinafter "North Putnam") is a public service district and public corporation created by Resolution of the County Commission and formed pursuant to the provisions of the Act;

WHEREAS, the Public Service Board of North Putnam adopted a resolution on July 11, 2000, following a duly noticed public hearing, authorizing the transfer of the assets of North Putnam to South Putnam and the assignment of the North Putnam Public Service District Sewer Revenue Bonds, Series 1975 (United States Department of Agriculture), dated October 23, 1975, issued in the original aggregate principal amount of $605,000, originally issued as "East Kanawha Public Service District" (the "Series 1975 Bonds") and the North Putnam Public Service District Sewer Revenue Bonds, Series 1993 (West Virginia SRF Program), dated March 30, 1993, issued in the original aggregate principal amount of $267,000 (the "Series 1993 Bonds") to South Putnam;

WHEREAS, the County Commission adopted a resolution on July 8, 2003, approving the transfer of the assets of North Putnam to South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Final Order entered on September 5, 2003, approved the transfer of the assets of North Putnam to South Putnam and the assignment of the Series 1975 Bonds and the Series 1993 Bonds to South Putnam (collectively, the "Transfer and Assignment"), subject to the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 22, 2003, approving the dissolution of North Putnam and expanding the boundaries of South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-0536-PSWD-PC, by Final Order entered on November 5, 2003, approved the dissolution of North Putnam and the expansion of the boundaries of South Putnam, subject to the transfer of the assets of North Putnam to South Putnam as approved in Case No. 03-1042-PSWD-PC and the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 25, 2005, changing the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Commission Order entered on June 7, 2006, approved the change of the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the bondholders of the Districts;

WHEREAS, the West Virginia Water Development Authority, as the holder of the Series 1993 Bonds heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1993 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1975 Bonds heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the West Virginia Water Development Authority, as the holder of the Series 2002 B Bonds heretofore issued by South Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1979 Bonds, Series 1995 Bonds, Series 2002 A Bonds, Series 2006 A Bonds and Series 2006 B Bonds heretofore issued by South Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District;"

WHEREAS, The County Commission of Putnam County adopted a resolution on June 27, 2006, approving and ratifying the proposed Transfer and Assumption, the dissolution of North Putnam, the expansion of the boundaries of South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District;"

WHEREAS, the Board of North Putnam adopted a resolution on June 22, 2006, approving and ratifying the proposed Transfer and Assumption and the dissolution of North Putnam;

WHEREAS, contemporaneously with the acquisition of the assets of North Putnam by South Putnam, North Putnam desires to assign, and South Putnam desires to assume all liabilities for and obligations under the Series 1975 Bonds and the Series 1993 Bonds;

WHEREAS, contemporaneously with the assumption of the Series 1975 Bonds and the Series 1993 Bonds, South Putnam desires to re-designate the Series 1975 Bonds and the Series 1993 Bonds as sewer revenue bonds of South Putnam; and

WHEREAS, it is in the best interest of the customers of South Putnam and North Putnam to complete the proposed Transfer and Assumption, to convey all assets, rights, privileges, immunities and powers of North Putnam to South Putnam, for South Putnam to assume and re-designate the Series 1975 Bonds and the Series 1993 Bonds, for North Putnam to be dissolved, for the boundaries of South Putnam to be expanded and for

the name of South Putnam Public Service District to be changed to Putnam Public Service District.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT, PUTNAM COUNTY, WEST VIRGINIA AS FOLLOWS:

1. South Putnam does hereby authorize and ratify the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds and the re-designation of the Series 1975 Bonds and the Series 1993 Bonds as bonds of South Putnam.

2. South Putnam does hereby authorize and ratify the assumption of all liabilities, rights, responsibilities and obligations in connection with the Series 1975 Bonds and the Series 1993 Bonds, specifically including, but not limited to, those liabilities, rights, responsibilities and obligations set forth in the resolutions and loan agreements for the Series 1975 Bonds and the Series 1993 Bonds.

3. Upon the assumption of the Series 1975 Bonds by South Putnam, such bonds shall be re-designated as follows:

> South Putnam Public Service District Sewer Revenue Bonds, Series 1975 (United States Department of Agriculture) (Formerly North Putnam Public Service District Sewer Revenue Bonds, Series 1975)

4. Upon the assumption of the Series 1993 Bonds by South Putnam, such bonds shall be re-designated as follows:

> South Putnam Public Service District Sewer Revenue Bonds, Series 1993 (West Virginia SRF Program) (Formerly North Putnam Public Service District Sewer Revenue Bonds, Series 1993)

5. That, immediately following the consummation of the Transfer and Assumption as of the close of business on June 30, 2006, the boundaries of South Putnam shall be expanded and the name of South Putnam Public Service District shall be changed to "Putnam Public Service District."

6. Upon the change of the name of South Putnam to "Putnam Public Service District," all outstanding bonds of the District shall noted with the new name of Putnam Public Service District.

7. The Chairman and Secretary of South Putnam are hereby authorized and directed to execute all documents concerning the Transfer and Assumption, specifically including, but not limited to, the assumption of the Series 1975 Bonds and the Series 1993 Bonds, and the re-designation of the Series 1975 Bonds and the Series 1993 Bonds as sewer revenue bonds of South Putnam.

8. The Chairman and Secretary of South Putnam are hereby authorized and directed to execute all documents concerning the expansion of the boundaries of South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District."

9. The Chairman and Secretary of South Putnam are vested with the appropriate authority to take any and all actions necessary to complete Transfer and Assumption, the expansion of boundaries and the name change of South Putnam.

10. The statutory mortgage liens of the Series 1975 Bonds and the Series 1993 Bonds is hereby assumed by South Putnam and are a valid lien against the System as of the date of assumption, on a parity with one another and with South Putnam's other first lien bonds.

11. The Transfer and Assumption of North Putnam, the expansion of South Putnam's boundaries, the name change to Putnam Public Service District and the dissolution of North Putnam shall all become effective as of the close of business on June 30, 2006.

12. This Resolution shall become effective immediately upon adoption hereof.

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Adopted by the Public Service Board of South Putnam Public Service District at a meeting held on the 27th day of June, 2006.

SOUTH PUTNAM PUBLIC SERVICE DISTRICT

[SEAL]

Chairman

Secretary

06.25.06
847280.00004

6.27.06

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

ORDER APPROVING AND RATIFYING THE ACQUISITION OF THE ASSETS OF NORTH PUTNAM PUBLIC SERVICE DISTRICT BY SOUTH PUTNAM PUBLIC SERVICE DISTRICT, THE DISSOLUTION OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, THE EXPANSION OF THE BOUNDARIES OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT AND THE CHANGE OF THE NAME OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT TO PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, South Putnam Public Service District (hereinafter "South Putnam") is a public service district and public corporation created by Resolution of The County Commission of Putnam County (hereinafter, the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, North Putnam Public Service District (hereinafter "North Putnam") is a public service district and public corporation created by Resolution of the County Commission and formed pursuant to the provisions of the Act, originally named "East Kanawha Public Service District", which name has previously been changed by the County Commission to "North Putnam Public Service District";

WHEREAS, the County Commission adopted a resolution on July 8, 2003, approving the transfer of the assets of North Putnam to South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Final Order entered on September 5, 2003, approved the transfer of the assets of North Putnam to South Putnam, subject to the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 22, 2003, approving the dissolution of North Putnam and expanding the boundaries of South Putnam, subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-0536-PSWD-PC, by Final Order entered on November 5, 2003, approved the dissolution of North Putnam and the expansion of the boundaries of South Putnam, subject to the transfer of the assets of North Putnam to South Putnam as approved in Case No. 03-1042-PSWD-PC and the approval of the bondholders of the Districts;

WHEREAS, the County Commission adopted a resolution on April 25, 2005, changing the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the Public Service Commission of West Virginia;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 03-1042-PSWD-PC, by Commission Order entered on June 7, 2006, approved the change of the name of South Putnam Public Service District to "Putnam Public Service District," subject to the approval of the bondholders of the Districts;

WHEREAS, the West Virginia Water Development Authority, as the holder of the Sewer Revenue Bonds, Series 1993 (the "Series 1993 Bonds") heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1993 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Sewer Revenue Bonds, Series 1975 (the "Series 1975 Bonds") heretofore issued by North Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds by South Putnam, the dissolution of North Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the West Virginia Water Development Authority, as the holder of the Series 2002 B Bonds heretofore issued by South Putnam has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and the Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District";

WHEREAS, the United States Department of Agriculture - Rural Development, as the holder of the Series 1979 Bonds, Series 1995 Bonds, Series 2002 A Bonds, Series 2006 A Bonds and Series 2006 B Bonds heretofore issued by South Putnam

has consented to the acquisition of the assets of North Putnam by South Putnam, the assumption of the Series 1975 Bonds and Series 1993 Bonds by South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District;" and

WHEREAS, it is now deemed desirous by the County Commission to adopt a Resolution approving and ratifying the transfer of the Assets of North Putnam to South Putnam and the assumption by South Putnam of the Series 1975 Bonds and Series 1993 Bonds, ratifying and confirming all lawful actions taken by all parties and their counsel to effectuate and complete such transfer and assumption, ordering the Public Service Boards of North Putnam and South Putnam to expeditiously take all actions necessary to consummate and complete the transaction, ordering North Putnam be dissolved immediately following the consummation of the transfer and assumption, and further ordering that the boundaries of South Putnam and the change of the name of South Putnam Public Service District to "Putnam Public Service District" be effective immediately upon the consummation of the transfer and assumption.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF PUTNAM COUNTY AS FOLLOWS:

1. That the transfer of the assets of North Putnam to South Putnam and assumption by South Putnam of the Series 1975 Bonds and Series 1993 Bonds (collectively, the "Transfer and Assumption") is hereby ratified, confirmed and, upon execution and filing of necessary documents by the Public Service Boards of the respective Districts, in all respects deemed completed and to be effective as of the close of business on June 30, 2006.

2. That all lawful actions taken, or to be taken, by the parties to this transaction and their counsel to effectuate and complete the Transfer and Assumption are hereby ratified and confirmed.

3. That the Public Service Boards of North Putnam and South Putnam are hereby ordered to expeditiously take all actions necessary to consummate and complete the Transfer and Assumption.

4. That, immediately following the consummation of the Transfer and Assumption, North Putnam shall be dissolved.

5. That, immediately following the consummation of the Transfer and Assumption, the boundaries of South Putnam shall be expanded and the name of South Putnam Public Service District shall be changed to "Putnam Public Service District."

6. The Transfer and Assumption of North Putnam, the expansion of South Putnam's boundaries, the name change to Putnam Public Service District and the dissolution of North Putnam shall all become effective as of the close of business on June 30, 2006.

7. This Resolution and Order shall be effective immediately following adoption hereof.

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ENTERED into the permanent record of Putnam County, West Virginia, this 27th day of June, 2006.

President

ATTEST:

Clerk

06.25.06
847280.00004

CH746424.4

6.7.06

031042coma060706.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 7th day of June, 2006.

CASE NO. 03-1042-PSWD-PC

SOUTH PUTNAM PUBLIC SERVICE DISTRICT
and NORTH PUTNAM PUBLIC SERVICE DISTRICT
Joint petition for consent and approval for the sale of North Putnam Public Service District's utility system to South Putnam Public Service District.

COMMISSION ORDER

On July 9, 2003 the South Putnam Public Service District (South Putnam) and the North Putnam Public Service District (North Putnam) filed a joint petition seeking Commission consent and approval for the transfer of North Putnam's public utility system (utility system) to South Putnam. In support of the joint petition, South Putnam and North Putnam stated:

(1) The proposed transfer of the North Putnam utility system to South Putnam will be conducive to the preservation of the public health, comfort and convenience of Putnam County;

(2) Pursuant to an Operation and Maintenance Agreement (O&M Agreement) previously entered into between the Petitioners and approved by the Commission in Case No. 00-1134-PSWD-PC (November 14, 2000), South Putnam has been operating and maintaining the utility system of North Putnam;

(3) In the O&M Agreement, North Putnam granted unto South Putnam the exclusive right and option to purchase North Putnam's existing public utility system for the consideration of One Dollar ($1.00), and the complete assumption of any outstanding indebtedness owed by North Putnam to the Rural Utilities Service (RUS), West Virginia Water Development Authority (WDA) and City National Bank;

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Charleston

(4) South Putnam has been working with the U.S. Army Corps of Engineers in developing a sewer upgrade project for the area currently served by the sewer facilities of North Putnam Public Service District. The Corps of Engineers, which is providing grant monies for the sewer upgrade project, has notified South Putnam that, before the proposed project can move forward, South Putnam will need to acquire the facilities of North Putnam. Therefore, South Putnam wishes to exercise its option to purchase North Putnam's public utility assets pursuant to the O&M Agreement;

(5) The Putnam County Commission has adopted a Resolution proposing (1) the expansion of South Putnam's territory to include the entire territory in Putnam County located north of the Kanawha River and not contained within the boundaries of any municipal or private utility, which area contains the operating territory of North Putnam Public Service District; (2) the dissolution of North Putnam Public Service District; and (3) the rescission of a portion of a March 4, 1993 County Commission Order insofar as it purported to merge Putnam Union Public Service District and North Putnam Public Service District and create a new North Putnam Public Service District. Pursuant to the requirements of *West Virginia Code* § 16-13A-2, the County Commission has filed the appropriate documents with the Public Service Commission seeking its approval of the County Commission's actions. See, Case No. 03-0536-PSWD-PC;

(6) On August 3, 2000, the Board of North Putnam held a hearing pursuant to the requirements of *West Virginia Code* § 16-13A-18a. Following the hearing, at which no member of the public appeared, North Putnam unanimously approved the transfer of that district's assets to South Putnam. A copy of the minutes of the August 3, 2000 meeting was attached to the joint petition as Exhibit 1. A copy of the affidavit of publication notifying the public of the hearing to be held on August 3, 2000 was attached as Exhibit 2. A copy of the resolution of the Board of North Putnam authorizing the Board to undertake all actions necessary to effectuate the transfer of its system to South Putnam was attached to the petition as Exhibit 3;

(7) On July 8, 2003, the County Commission of Putnam County, West Virginia, unanimously passed a resolution approving the action of North Putnam in seeking to transfer its system to South Putnam, subject to the approval of the Public Service Commission and subject to the further approval of North Putnam's bondholders. A copy of the resolution of the County Commission was attached to the petition as Exhibit 4; and

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(8) In order for South Putnam to obtain the necessary funds for the construction of needed sewer facilities in the territory of North Putnam, it is necessary that South Putnam have ownership of North Putnam's current utility assets.

On July 10, 2003 counsel for the Petitioners filed original verifications for the joint petition filed herein on July 9, 2003.

On August 12, 2003 Staff Attorney Ronald E. Robertson, Jr., filed an "Initial and Final Joint Staff Memorandum." An "Initial and Final Internal Memorandum" dated August 5, 2003 from William A. Nelson, Utilities Analyst Supervisor, Water and Wastewater Division, and Jonathan Fowler, P.E., Engineer I, Engineering Division, was attached thereto. Commission Staff (Staff) stated that, based upon its review of the petition and exhibits attached thereto, South Putnam and North Putnam had met the requirements of *West Virginia Code* § 16-13A-18a regarding the sale of North Putnam's utility system to South Putnam. Staff, after noting the Putnam County Commission's pending Case No. 03-0536-PSWD-PC, seeking Commission approval, in part, to dissolve North Putnam and expand South Putnam's boundaries to encompass the current service area of North Putnam, stated that the sale of North Putnam's utility system had to be approved and finalized prior to the dissolution actually occurring.[1] Staff went on to note that approval of the sale of North Putnam's utility system to South Putnam had to be made subject to obtaining bondholder approval. Thus, RUS, WDA and City National Bank had to give their consent to the proposed sale. Accordingly, Staff requested that copies of the consents to the proposed sale executed by RUS, WDA and City National Bank be filed in this proceeding when received. In addition, it was noted that the proposed acquisition of North Putnam's utility system by South Putnam will require South Putnam to adopt and maintain the current North Putnam rates and charges in accordance with Rule 14.1[2] of the Commission's *Rules for the Construction and Filing of*

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[1] Staff noted that it intended to file its final recommendation in the dissolution case concurrently with the filing of its final recommendation in this proceeding, which would allow final orders to be issued on or about the same date in both cases. However, since a hearing scheduled for September 19, 2003 must be held in Case No. 03-0536-PSWD-PC regarding the dissolution of North Putnam, Staff was of the opinion that it was likely that the acquisition of North Putnam's utility system by South Putnam would be approved first, with approval of North Putnam's dissolution to follow some time thereafter.

[2] *Tariff Rule* 14.1 states:

> In case of change of ownership or control of a utility, or, when a utility or a part of its business is transferred from the operating control of one company to that of another, or, when its name is changed, the company,

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Tariffs (*Tariff Rules*). Staff noted that it would typically recommend that the purchasing utility file for a rate review approximately eighteen (18) months following acquisition. However, South Putnam had a sewer rate case, Case No. 03-1041-PSD-42T, pending before the Commission which addressed both its rates and those to be charged to the North Putnam customers. Staff stated that it had no problem with the North Putnam rates being reviewed as part of that proceeding, but the proposed sale *sub judice* had to be approved and South Putnam had to adopt the current North Putnam rates pending the outcome of the rate review in Case No. 03-1041-PSD-42T. Accordingly, Staff recommended approval of the joint petition filed herein, contingent upon North Putnam obtaining bondholder approval and South Putnam adopting and maintaining the current North Putnam rates and charges. Staff also recommended that this matter be retained by the Commission in order to expedite its processing.

By Order dated August 28, 2003 the Commission referred this matter to the Division of Administrative Law Judges (ALJ) for further disposition, with a decision due date of September 25, 2003.

On September 5, 2003 the assigned ALJ issued a Recommended Decision ordering the following:

> IT IS, THEREFORE, ORDERED that the joint petition filed herein on July 9, 2003, by South Putnam Public Service District and North Putnam Public Service District seeking Commission consent and approval for the transfer of North Putnam Public Service District's public utility system to South Putnam Public Service District be, and hereby is, approved.
>
> IT IS FURTHER ORDERED that the approval hereby granted is contingent upon North Putnam Public Service District and South Putnam Public Service District obtaining the approval of North Putnam Public Service District's three (3) bondholders, namely the Rural Utilities Service, the West Virginia Water Development Authority and City National Bank, and filing copies of said approval(s) herein immediately upon receipt.
>
> IT IS FURTHER ORDERED that the approval hereby granted is further contingent upon South Putnam Public Service District filing with the

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which will thereafter operate the utility business, must use the rates, classifications and rules and regulations of the former operating company (unless authorized to change by the Commission).

Public Service Commission
of West Virginia
Charleston

Commission's Tariff Office within thirty (30) days of the date that this Order becomes final, an appropriate tariff adopting the rates and charges now in effect for North Putnam Public Service District's customers.

The ALJ's Recommended Decision became a Final Order of the Commission on September 25, 2003.

On April 28, 2006 South Putnam filed a "Petition to Reopen" noting that South Putnam is in the process of finalizing the acquisition, and that the bond issuance associated therewith is anticipated to occur in June of 2006. The filing noted that by Order entered April 25, 2006 the County Commission of Putnam County changed the official name of South Putnam to "Putnam Public Service District" contingent upon approval of the Public Service Commission and the written consent of any existing holders of bonds or notes issued by South Putnam. So that a new bond issuance scheduled to occur in June of 2006 will include the new name of the "Putnam Public Service District," the petition requested expedited treatment.

On June 1, 2006 Staff filed its "Initial and Final Joint Staff Memorandum." Therein, Staff recommended approval of the name change of the South Putnam Public Service District to the "Putnam Public Service District" subject to the filing of the written consent of any existing holders of bonds or notes issued by South Putnam, pursuant to *West Virginia Code* § 16-13A-4(f). Staff further recommended that South Putnam provide notice to its customers of the new name. Staff also recommended that South Putnam be authorized to change all of its outstanding loans and bank accounts to the name of "Putnam Public Service District" after bond holder approval is received.

On June 5, 2006 South Putnam filed a letter in response to the Initial and Final Joint Staff Memorandum filed on June 1, 2006. The letter from South Putnam stated, in part, the following:

> Please be advised that the bondholders will not grant their consent until the Commission has granted approval to the name change. Therefore, in order to clarify what Staff is recommending without delaying this matter any further so that the bonds anticipated to be issued shortly may be issued in the new name of the District, it is respectfully requested that the Commission's Order approving the name change contain language to the effect that the name change is approved "conditioned upon the District providing the Commission with written proof of the approval of the bondholders." [Emphasis in original.]

Public Service Commission
of West Virginia
Charleston

Regarding public notice to the District's customers, the District will adhere to any post-approval publication of notice to its customers of the name change that the Commission may require in its Order.

DISCUSSION

West Virginia Code § 16-13A-4(f) reads as follows:

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

Rule 14 of the Commission's *Tariff Rules* reads in part as follows:

> §150-2-14. Change of Ownership.
>
> 14.1. RULE 31. In case of change of ownership or control of a utility, or when a utility or a part of its business is transferred from the operating control of one company to that of another, or when its name is changed, the company which will thereafter operate the utility business must use the rates, classifications and rules and regulations of the former operating company, (unless authorized to change by the Commission).
>
> 14.4. RULE 34. Within thirty (30) days after the Commission approves an application filed pursuant to Rule 14.1., said utility shall issue and file in its own name the tariff of the predecessor utility then in effect and adopted by it, or such other tariff as it proposes to put into effect in lieu thereof, as prescribed in Rules 1 through 13 hereof with proper identifying

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of West Virginia
Charleston

designation. (Example: P.S.C. W. Va. No. 1 cancels P.S.C. W. Va. No. 1 of [insert predecessor utility]).

14.6. RULE 36. When a tariff or revision is issued by a utility in compliance with Rule 34 which states the rates, rules and regulations of the predecessor utility without change in any of the provisions thereof, the same may be filed without notice, but when such tariff or revision states any change in the effect of the rates, rules and regulations of the predecessor utility, such tariff or revision shall be subject in all respects as to filing and notice as required by these Rules. [Emphasis added.]

West Virginia Code § 16-13A-4(f) describes two actions that must occur prior to a name change becoming effective. The Commission must approve it. Additionally, the owners of the bonds and notes issued by the district must consent in writing. The two approvals are not contingent upon one another, each occurs independently of the other.

The Commission shall grant its approval for the name change. The Commission shall also require that South Putnam provide documentation evidencing the bond holders' written approval.

Tariff Rule 14.6 permits the Commission to require the utility to provide notice to its customers of the name change. The Commission shall do so by this order but shall modify the notice requirement by requiring South Putnam to provided notice to its customers by publishing a copy of the attached "Notice of Name Change."

Finally, the Commission shall require South Putnam to file a revised tariff containing its new name as approved herein.

FINDINGS OF FACT

1. South Putnam requested approval to change its name to "Putnam Public Service District." See, Petition to Reopen filed April 28, 2006.

2. The County Commission of Putnam County adopted an Order on April 25, 2006 approving the proposed name change pursuant to *West Virginia Code* § 16-13A-4(f).

CONCLUSIONS OF LAW

1. The Commission shall approve the requested name change.

Public Service Commission
of West Virginia
Charleston

2. The Commission shall require South Putnam to provide documentation evidencing the bond holders' written approval.

3. The Commission shall require South Putnam to provide notice to its customers of the name change by way of publication.

4. It is also reasonable to require South Putnam to file a revised tariff containing its new name as approved herein.

ORDER

IT IS THEREFORE ORDERED that the request by the South Putnam Public Service District to change its name to "Putnam Public Service District" is hereby approved.

IT IS FURTHER ORDERED that South Putnam shall provide the Commission with documentation evidencing that the owners of any bonds and/or notes issued by South Putnam have consented, in writing, to the name change, as soon as such documentation is available.

IT IS FURTHER ORDERED that upon written approval by the bond and/or note holders, South Putnam shall publish the attached Notice of Name Change one time in a newspaper published in the county or counties where its customers are located. South Putnam shall file an affidavit of publication upon receipt of such document.

IT IS FURTHER ORDERED that South Putnam shall file with the Commission's Tariff Office an original and five (5) copies of a proper tariff reflecting its name change to Putnam Public Service District within thirty (30) days of the date of written approval by the bond and/or note holders of the name change.

IT IS FURTHER ORDERED that upon entry of this order this case shall be removed from the Commission's docket of open cases.

Public Service Commission
of West Virginia
Charleston

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:

Sandra Squire
Executive Secretary

JJW/klm
031042ca.wpd

Public Service Commission
of West Virginia
Charleston

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 03-1042-PSWD-PC
SOUTH PUTNAM PUBLIC SERVICE DISTRICT

NOTICE OF NAME CHANGE

By a Recommended Decision issued September 5, 2003 (Final Commission Order, September 25, 2003) the Commission approved the transfer of the North Putnam Public Service District's public utility system to the South Putnam Public Service District.

On April 28, 2006 the South Putnam Public Service District filed a "Petition to Reopen" requesting approval to change the name of the district to "Putnam Public Service District."

According to *West Virginia Code* § 16-13A-4(f) a name change as requested by South Putnam requires the approval of the West Virginia Public Service Commission and the written consent of any existing holders of bonds or notes issued by South Putnam.

By a Commission Order entered June 7, 2006 the Commission granted its approval of the name change and further ordered South Putnam to provide notice to its customers upon receiving the written consent of its bond and note holders. Such approval was received.

Accordingly, please note that the new name of the South Putnam Public Service District shall be: "Putnam Public Service District."

PUTNAM PUBLIC SERVICE DISTRICT

Public Service Commission
of West Virginia
Charleston

4-25-06

EXHIBIT NO. 1
Page 1 of 2

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

RE: SOUTH PUTNAM PUBLIC SERVICE DISTRICT
West Virginia Code §16-13A-4(f)
Request for Official Name Change

ORDER

On the 25th day of April, 2006, came South Putnam Public Service District and filed a request, pursuant to *West Virginia* Code §16-13A-4(f), for an official name change of South Putnam Public Service District to Putnam Public Service District.

West Virginia Code §16-13A-4(f) provides that any such name change shall not take effect until approved by the Public Service Commission of West Virginia and the written consent of the owners of any bonds or notes issued by the District.

IT IS THEREFORE ORDERED that, pursuant to *West Virginia Code* §16-13A-4(f), the official name of South Putnam Public Service District shall be changed to Putnam Public Service District effective upon approval of the Public Service Commission of West Virginia and the written consent of the owners of any bonds or notes issued by the District.

ENTERED into the permanent record of Putnam County, West Virginia, this 25th day of April, 2006.

James H. Caruthers, Jr., President

Stephen Andes, Commissioner

R. Joseph Haynes, Commissioner

ATTEST:

CLERK

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

03-YY

Entered: October 16, 2003.

FINAL
11-5-03

CASE NO. 03-0536-PSWD-PC

PUTNAM COUNTY COMMISSION.
Petition for consent and approval to expand the boundaries of South Putnam Public Service District and to dissolve North Putnam Public Service District, and for rescission of the March 4, 1993 County Commission Order.

RECOMMENDED DECISION

PROCEDURE

On April 29, 2003, the Putnam County Commission (PCC), filed a petition with the Public Service Commission pursuant to *West Virginia Code* §16-13A-2 seeking approval of an Order of the PCC, entered on or about April 22, 2003, to expand the boundaries of South Putnam Public Service District (SPPSD), to dissolve North Putnam Public Service District (NPPSD) and to rescind, in part, a March 4, 1993 County Commission Order.

On May 20, 2003, Staff Attorney Ronald E. Robertson, Jr., Esquire, filed an Initial Joint Staff Memorandum, attaching the May 7, 2003 Initial Internal Memorandum from Utilities Analyst Supervisor William A. Nelson, Water and Wastewater Division, indicating that, once it had completed its investigation of the petition, Commission Staff would render a recommendation.

On June 2, 2003, the Commission entered the Commission Referral Order, referring this case to the ALJ Division for decision on or before November 6, 2003.

Responding to all of the above, on July 29, 2003, the Administrative Law Judge (ALJ) issued a Procedural Order establishing a procedural schedule to process and resolve this matter, including a Monday, August 18, 2003 hearing date. The Order required the PCC to publish a Notice of Hearing once a week for two consecutive weeks in a newspaper duly qualified by the Secretary of State, published and generally circulated in Putnam County and to notify the two affected public service districts by United States Certified Mail.

The ALJ convened the August 18, 2003 hearing as scheduled. The transcript of the August 18, 2003 hearing will be designated "Tr., Vol. I". No one appeared at the hearing to protest the

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OF WEST VIRGINIA
CHARLESTON

proposed action. However, the ALJ learned at the hearing that, although the PCC properly notified the two affected public service districts, as evidenced by two United States Certified Mail Domestic Return Receipt cards presented by the PCC, the PCC published the Notice of Hearing only in *The Charleston Gazette*, which is not a newspaper "duly qualified by the Secretary of State, published and generally circulated in Putnam County". The newspapers qualified by the Secretary of State for publishing legal advertisements to give notice in Putnam County are *The Hurricane Breeze* and *The Putnam Democrat*.

Responding to all of the above, on August 20, 2003, the ALJ issued an Order Adopting New Procedural Schedule, including a September 19, 2003 hearing date and requiring PCC to publish the Notice of Hearing in at least one of the newspapers qualified by the Secretary of State for publishing legal advertisements in Putnam County, i.e., *The Hurricane Breeze* and *The Putnam Democrat*.

On September 19, 2003, the ALJ convened the second hearing as scheduled. The transcript of the September 19, 2003 hearing will be designated "Tr., Vol. II". Commission Staff appeared by counsel, Staff Attorney Robertson, and the PCC, which did not make a formal appearance by counsel, appeared by its County Administrator. Again, no one appeared to protest the petition.

The only evidence presented was documentary, with Staff presenting two exhibits and the PCC submitting two exhibits.

EVIDENCE

The parties stipulated to the documentary evidence.

The ALJ received the August 11, 2003 Final Joint Staff Memorandum, attaching the August 5, 2003 Final Internal Memorandum from Utilities Analyst Supervisor William A. Nelson, Water and Wastewater Division, in evidence as Staff Exhibit No. 1. Commission Staff recommended that the Commission approve the petition. (See, Tr., Vol. I, generally).

The ALJ received a publication affidavit indicating that the County Commission had published the Notice of Hearing for the August 18, 2003 hearing, on August 5 and 12, 2003, in *The Charleston Gazette*, in evidence as Staff Exhibit No. 2. (See, Tr., Vol. I, generally).

The ALJ received two United States Certified Mail Domestic Return Receipt green cards into evidence as County Commission Exhibit No. 1. (See, Tr., Vol. I, generally).

The ALJ received two publication affidavits indicating that the County Commission had published the Notice of Hearing, for the September 19, 2003 hearing, on August 28 and September 4, 2003, in *The Hurricane Breeze*, a newspaper published and generally circulated in Putnam County. (See, Tr., Vol. II, generally).

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Staff Attorney Robertson noted on the record that, on September 5, 2003, a Recommended Decision had been entered in Case No. 03-1042-PSWD-PC, *South Putnam Public Service District and North Putnam Public Service District*, wherein the South Putnam Public Service District was authorized to acquire the North Putnam Public Service District. (See, Tr., Vol. II, generally).

The September 5, 2003 Recommended Decision, final on September 25, 2003, included the following ordering paragraphs:

> IT IS, THEREFORE, ORDERED that the joint petition filed herein on July 9, 2003, by South Putnam Public Service District and North Putnam Public Service District seeking Commission consent and approval for the transfer of North Putnam Public Service District's public utility system to South Putnam Public Service District be, and hereby is, approved.
>
> IT IS FURTHER ORDERED that the approval hereby granted is contingent upon North Putnam Public Service District and South Putnam Public Service District obtaining the approval of North Putnam Public Service District's three (3) bondholders, namely the Rural Utilities Service, the West Virginia Water Development Authority and City National Bank, and filing copies of said approval(s) herein immediately upon receipt.
>
> IT IS FURTHER ORDERED that the approval hereby granted is further contingent upon South Putnam Public Service District filing with the Commission's Tariff Office within thirty (30) days of the date that this Order becomes final, an appropriate tariff adopting the rates and charges now in effect for North Putnam Public Service District's customers.

DISCUSSION

Having considered all of the above, the ALJ holds that he will grant the April 29, 2003 petition, filed with the Commission pursuant to *West Virginia Code* §16-13A-2, seeking approval of an Order of the PCC, entered on or about April 22, 2003, to expand the boundaries of South Putnam Public Service District, to dissolve North Putnam Public Service District and to rescind, in part, a March 4, 1993 County Commission Order. This approval is contingent upon each of the affected public service districts obtaining the approval of their respective bondholders and filing copies of said approvals immediately upon receipt.

FINDINGS OF FACT

1. The Putnam County Commission filed a petition with the Public Service Commission under *West Virginia Code* §16-13A-2 seeking approval of an Order of the PCC, entered on or about April 22, 2003, to expand the boundaries of South Putnam Public Service District, to dissolve North

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Putnam Public Service District and to rescind, in part, a March 4, 1993 County Commission Order. (See, April 29, 2003 petition).

2. Commission Staff has recommended approving the petition. (See, Staff Exhibit No. 1).

3. The County Commission properly published the Notice of Hearing for the September 19, 2003 hearing, and no one appeared at the hearing to protest to petition. (See, Tr., Vols., I and II, generally; County Commission Exhibit No. 1).

4. A recommended decision has been entered in Case No. 03-1042-PSWD-PC, *South Putnam Public Service District and North Putnam Public Service District*, wherein the South Putnam Public Service District was authorized to acquire the North Putnam Public Service District. (See, Tr., Vol. II, generally; Recommended Decision, entered September 5, 2003, final September 25, 2003).

CONCLUSIONS OF LAW

1. For all of the reasons set forth in Finding of Fact Nos. 2 and 3, it is reasonable to grant the petition.

2. It is reasonable to condition the approval contingent upon each of the affected public service districts obtaining the approval of their respective bondholders and filing copies of said approvals immediately upon receipt.

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Putnam County Commission, entered on or about April 22, 2003, expanding the boundaries of South Putnam Public Service District, dissolving North Putnam Public Service District and rescinding, in part, a March 4, 1993 County Commission Order, be, and hereby is, approved.

IT IS FURTHER ORDERED that the approval hereby granted is contingent upon each of the affected public service districts obtaining the approval of their respective bondholders and filing copies of said approvals immediately upon receipt.

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

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

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If no exceptions are so filed this Recommended Decision 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 recommended decision by filing an appropriate petition in writing with the Executive 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 recommended decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

Ronnie Z. McCann
Deputy Chief Administrative Law Judge

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

ORIGINAL

EN
03 03-BB

Entered: September 5, 2003

CASE NO. 03-1042-PSWD-PC

FINAL
9-25-03

SOUTH PUTNAM PUBLIC SERVICE DISTRICT
and NORTH PUTNAM PUBLIC SERVICE DISTRICT
Joint petition for consent and approval for the sale of North Putnam Public Service District's utility system to South Putnam Public Service District.

RECOMMENDED DECISION

On July 9, 2003, the South Putnam Public Service District (South Putnam) and the North Putnam Public Service District (North Putnam) filed a joint petition seeking Commission consent and approval for the transfer of North Putnam's public utility system (utility system) to South Putnam. In support of the joint petition, South Putnam and North Putnam stated:

(1) The proposed transfer of the North Putnam utility system to South Putnam will be conducive to the preservation of the public health, comfort and convenience of Putnam County;

(2) Pursuant to an Operation and Maintenance Agreement (O&M Agreement) previously entered into between the Petitioners and approved by the Commission in Case No. 00-1134-PSWD-PC (November 14, 2000), South Putnam has been operating and maintaining the utility system of North Putnam;

(3) In the O&M Agreement, North Putnam granted unto South Putnam the exclusive right and option to purchase North Putnam's existing public utility system for the consideration of One Dollar ($1.00), and the complete assumption of any outstanding indebtedness owed by North Putnam to the Rural Utilities Service (RUS), West Virginia Water Development Authority (WDA) and City National Bank;

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CHARLESTON

(4) South Putnam has been working with the U.S. Army Corps of Engineers in developing a sewer upgrade project for the area currently served by the sewer facilities of North Putnam Public Service District. The Corps of Engineers, which is providing grant monies for the sewer upgrade project, has notified South Putnam that, before the proposed project can move forward, South Putnam will need to acquire the facilities of North Putnam. Therefore, South Putnam wishes to exercise its option to purchase North Putnam's public utility assets pursuant to the O&M Agreement;

(5) The Putnam County Commission has adopted a Resolution proposing (1) the expansion of South Putnam's territory to include the entire territory in Putnam County located north of the Kanawha River and not contained within the boundaries of any municipal or private utility, which area contains the operating territory of North Putnam Public Service District; (2) the dissolution of North Putnam Public Service District; and (3) the rescission of a portion of a March 4, 1993 County Commission Order insofar as it purported to merge Putnam Union Public Service District and North Putnam Public Service District and create a new North Putnam Public Service District. Pursuant to the requirements of West Virginia Code §16-13A-2, the County Commission has filed the appropriate documents with the Public Service Commission seeking its approval of the County Commission's actions. See, Case No. 03-0536-PSWD-PC;

(6) On August 3, 2000, the Board of North Putnam held a hearing pursuant to the requirements of West Virginia Code §16-13A-18a. Following the hearing, at which no member of the public appeared, North Putnam Public Service District unanimously approved the transfer of that district's assets to South Putnam Public Service District. A copy of the minutes of the August 3, 2000 meeting is attached to the joint petition as Exhibit 1. A copy of the affidavit of publication notifying the public of the hearing to be held on August 3, 2000, is attached as Exhibit 2. A copy of the resolution of the Board of North Putnam authorizing the Board to undertake all actions necessary to effectuate the transfer of its

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA ENGROSSED

system to South Putnam is attached to the petition as Exhibit 3;

(7) On July 8, 2003, the County Commission of Putnam County, West Virginia, unanimously passed a resolution approving the action of North Putnam in seeking to transfer its system to South Putnam, subject to the approval of the Public Service Commission and subject to the further approval of North Putnam's bondholders. A copy of the resolution of the County Commission is attached to the petition as Exhibit 4; and

(8) In order for South Putnam to obtain the necessary funds for the construction of needed sewer facilities in the territory of North Putnam, it is necessary that South Putnam have ownership of North Putnam's current utility assets.

On July 10, 2003, counsel for the Petitioners filed original Verifications for the joint petition filed herein on July 9, 2003.

On August 12, 2003, Staff Attorney Ronald E. Robertson, Jr., filed an Initial and Final Joint Staff Memorandum. An Initial and Final Internal Memorandum dated August 5, 2003, from William A. Nelson, Utilities Analyst Supervisor, Water and Wastewater Division, and Jonathan Fowler, P.E., Engineer I, Engineering Division, was attached thereto. Commission Staff stated that, based upon its review of the petition and exhibits attached thereto, South Putnam and North Putnam had met the requirements of West Virginia Code §16-13A-18a, regarding the sale of North Putnam's utility system to South Putnam. Commission Staff, after noting the Putnam County Commission's pending Case No. 03-0536-PSWD-PC, seeking Commission approval, in part, to dissolve North Putnam and expand South Putnam's boundaries to encompass the current service area of North Putnam, stated that the sale of North Putnam's utility system had to be approved and finalized prior to the dissolution actually occurring.[1] Commission Staff went on to note that approval of the sale of North

[1]Commission Staff noted that it intended to file its final recommendation in the dissolution case concurrently with the filing of its final recommendation in this proceeding, which would allow final orders to be issued on or about the same date in both cases. However, since a hearing scheduled for September 19, 2003, must be held in Case No. 03-0536-PSWD-PC regarding the dissolution of North Putnam, Commission Staff was of the opinion that it was likely that the acquisition of North Putnam's utility system by South Putnam would be approved first, with approval of North Putnam's dissolution to follow some time thereafter.

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Putnam's utility system to South Putnam had to be made subject to obtaining bondholder approval. Thus, RUS, WDA and City National Bank had to give their consent to the proposed sale. Accordingly, Commission Staff requested that copies of the consents to the proposed sale executed by RUS, WDA and City National Bank be filed in this proceeding when received. In addition, it was noted that the proposed acquisition of North Putnam's utility system by South Putnam will require South Putnam to adopt and maintain the current North Putnam rates and charges in accordance with Rule 14.1[2] of the Commission's Rules for the Construction and Filing of Tariffs (Tariff Rules). Commission Staff noted that it would typically recommend that the purchasing utility file for a rate review approximately eighteen (18) months following acquisition. However, South Putnam has a sewer rate case, Case No. 03-1041-PSD-42T, currently pending before the Commission which addresses both its rates and those to be charged to the North Putnam customers. Commission Staff stated that it had no problem with the North Putnam rates being reviewed as part of that proceeding, but the proposed sale sub judice had to be approved and South Putnam had to adopt the current North Putnam rates pending the outcome of the rate review in Case No. 03-1041-PSD-42T. Accordingly, Commission Staff recommended approval of the joint petition filed herein, contingent upon North Putnam obtaining bondholder approval and South Putnam adopting and maintaining the current North Putnam rates and charges. Commission Staff also recommended that this matter be retained by the Commission itself in order to expedite its processing.

By Order dated August 28, 2003, the Commission referred this matter to the Division of Administrative Law Judges for further disposition, with a decision due date of September 25, 2003.

FINDINGS OF FACT

1. On July 9, 2003, the South Putnam Public Service District and the North Putnam Public Service District filed a joint petition seeking Commission consent and approval for the transfer of North Putnam's public utility system to South Putnam. (See, July 9, 2003 filing).

---

[2]Tariff Rule 14.1 states:

> In case of change of ownership or control of a utility, or, when a utility or a part of its business is transferred from the operating control of one company to that of another, or, when its name is changed, the company, which will thereafter operate the utility business, must use the rates, classifications and rules and regulations of the former operating company (unless authorized to change by the Commission).

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

2. South Putnam has been operating and maintaining the North Putnam system since the Commission approved the O&M Agreement between the two districts in Case No. 00-1134-PSWD-PC (November 14, 2000). South Putnam also holds the exclusive right and option to purchase the North Putnam system. (See, petition filed July 9, 2003).

3. South Putnam has been working with the U.S. Army Corps of Engineers to develop a sewer upgrade project for the North Putnam area, but, before the project can move forward, South Putnam must acquire the North Putnam facilities. (See, petition filed July 9, 2003).

4. Commission Staff recommended that the joint petition be approved, contingent upon obtaining the approval of North Putnam's three (3) bondholders and South Putnam adopting and maintaining North Putnam's current rates and charges until further order of the Commission. (See, Initial and Final Joint Staff Memorandum and attachment filed August 12, 2003).

CONCLUSION OF LAW

Upon consideration of all of the above, the undersigned Administrative Law Judge is of the opinion that the joint petition filed herein on July 9, 2003, by South Putnam Public Service District and North Putnam Public Service District, seeking Commission consent and approval for the transfer of North Putnam's public utility system to South Putnam, should be approved, contingent upon North Putnam and South Putnam obtaining the approval of North Putnam's three (3) bondholders, namely the Rural Utilities Service, the West Virginia Water Development Authority and City National Bank, and further contingent upon South Putnam filing an appropriate revised tariff with the Commission's Tariff Office adopting and maintaining the current North Putnam rates and charges for the former North Putnam customers, pending the outcome of the rate review in Case No. 03-1041-PSD-42T.

ORDER

IT IS, THEREFORE, ORDERED that the joint petition filed herein on July 9, 2003, by South Putnam Public Service District and North Putnam Public Service District seeking Commission consent and approval for the transfer of North Putnam Public Service District's public utility system to South Putnam Public Service District be, and hereby is, approved.

IT IS FURTHER ORDERED that the approval hereby granted is contingent upon North Putnam Public Service District and South Putnam Public Service District obtaining the approval of North Putnam Public Service District's three (3) bondholders, namely the Rural Utilities Service, the West

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Virginia Water Development Authority and City National Bank, and filing copies of said approval(s) herein immediately upon receipt.

IT IS FURTHER ORDERED that the approval hereby granted is further contingent upon South Putnam Public Service District filing with the Commission's Tariff Office within thirty (30) days of the date that this Order becomes final, an appropriate tariff adopting the rates and charges now in effect for North Putnam Public Service District's customers.

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

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

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

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

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

Melissa K. Marland
Chief Administrative Law Judge

MKM/JPC:pst
031042a.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

8.3.00

NORTH PUTNAM PUBLIC SERVICE DISTRICT

POST OFFICE BOX 59
BANCROFT, WV 25011

Patti Babcock, Secretary/Treasurer
Gary Sigman, Chairperson

North Putnam Public Service District
Special Meeting
August 3, 2000
MINUTES

MEMBERS PRESENT: Gary Sigman, Brent Null, Patti Babcock
STAFF PRESENT: Fred Stottlemeyer
GUESTS PRESENT: Robert Rodecker

This special meeting constituted a public hearing to take comments on the proposed acquisition/sale of North Putnam PSD to South Putnam PSD. There was no public person who attended this meeting.

Brent Null motioned the best interest of the public would be served by transferring the assets of this District(NPPSD) to the South Putnam PSD and to file the appropriate documents with the Putnam County Commission and the Public Service Commission to carry out the sale of this system. Patti second and the decision was unanimous.

Fred Stottlemeyer took this opportunity to report the following:

1] Number 3 station has only one pump operational. A safety ladder has been installed inside.this station.

2] The Treatment Plant was broken into on July 30th. Mostly tools were taken and entry was gained via a broken window.

3] The 8 inches of rain during the month of July produced flows in excess of 500,000 gallons. Route 62 is the area suspected of infiltration and next week this area will be addressed.

4] One manhole on Drew Street has no mastic. This will be corrected.

5] Clarifying tanks will be taken down beginning with Number 1 on August 21 to inspect, clean and make piping changes. Number 2 will be following for the same inspection and repair. Diffusers for these tanks were one of the items stolen. Replacements will be ordered immediately.

6] Putnam County Commission has indicated they will supply $31,500.00 to match monies offered by the Governor's office for the collapsed line repair.

7] At our request, contractor Clyde Raynes has submitted an invoice for $55,596.65 for work done to date. North Putnam has expended $55,644.97 to date on repair cost. Patti reported digesting cost on this date with only $10,000.00 of invoices remaining from this project, all aged less than 30 days.

8] Plans for Cherokee Estates were discussed. Meetings with the developers have caused changes and these changes were discussed and approved on motion by Brent Null.

There being no further business, the meeting adjourned at 7:58 p.m.

Respectfully Submitted,

Gary Sigman, Chairperson

Patricia Babcock, Secretary

Brent Null, Treasurer

7·8·03

PUTNAM COUNTY COMMISSION

RESOLUTION

WHEREAS, the North Putnam Public Service District is authorized to provide water and sewer service as a public utility in parts of Putnam County, West Virginia, on the North side of the Kanawha River;

WHEREAS, the South Putnam Public Service District is authorized to provide water and sewer service as a public utility in parts of Putnam County, West Virginia, on the South side of the Kanawha River;

WHEREAS, the South Putnam Public Service District has the manpower and expertise to operate and manage the affairs of the North Putnam Public Service District;

WHEREAS, the Board of the North Putnam Public Service District has, after hearing held August 3, 2000, unanimously approved the transfer of the North Putnam Public Service District to the South Putnam Public Service District; and

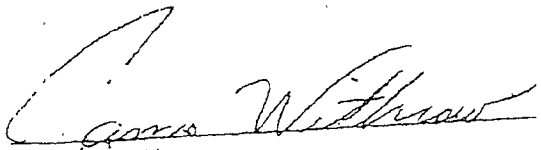
WHEREAS, the County Commission of Putnam County deems it to be in the best interests of the citizens of Putnam County for North Putnam Public Service District to transfer its assets to South Putnam Public Service District subject to the approval of the Public Service Commission of West Virginia and subject further to the approval of bondholders.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF PUTNAM COUNTY, WEST VIRGINIA:

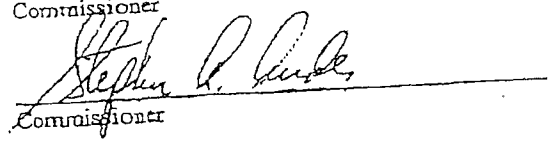
The Board of North Putnam Public Service District, is authorized to undertake all actions necessary to transfer the assets of the North Putnam Public Service District, subject to the approval of the Public Service Commission of West Virginia as provided in West Virginia Code §16-13A-18a, and subject to the further approval of bondholders.

Adopted this 8 day of July, 2003.

President



Commissioner



Commissioner

5·5·03

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

A RESOLUTION AND ORDER PROPOSING THE EXPANSION OF THE TERRITORY OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT, THE DISSOLUTION OF NORTH PUTNAM PUBLIC SERVICE DISTRICT, AND THE RESCISSION OF AN ORDER OF THE COUNTY COMMISSION DATED MARCH 4, 1993 IN PART

AFFIDAVIT OF POSTING

STATE OF WEST VIRGINIA,

COUNTY OF PUTNAM, to-wit:

I, Jason E. Henderson, Assistant Manager of Sanitary Sewer Development for South Putnam Public Service District, duly sworn, state as follows:

1. Pursuant to West Virginia Code §16-13A-2, the County Commission of Putnam County adopted a Resolution and Order on March 25, 2003, proposing (1) the expansion of the boundaries of South Putnam Public Service District to include the entire territory of Putnam County, West Virginia, located north of the Kanawha River which is not currently contained within the boundaries of any municipal or private utility, or served by such municipal or private utility, for the provision of sewer service; (2) the dissolution of North Putnam Public Service District upon the expansion of the boundaries of South Putnam Public Service District as proposed; and (3) the rescinding of the March 14, 1993 Order of the County Commission insofar as it purported to merge

Putnam Union Public Service District and North Putnam Public Service Districts and create a new North Putnam Public Service District.

2. The Putnam County Commission scheduled a hearing to be held on April 22, 2003, at 10:00 a.m. at the Putnam County Courthouse, Winfield, West Virginia, to consider said Resolution and Order; and,

3. Pursuant to West Virginia Code §16-13A-2, the attached Public Notice of Hearing was posted in five (5) conspicuous places throughout each of the territories of South Putnam Public Service District and North Putnam Public Service District; and,

4. Said posting occurred beginning April 11, 2003 (more than ten (10) days prior to the April 22, 2003 hearing) and continuing through at least April 22, 2003, the day of the hearing.

Further affiant sayeth naught.

Taken, subscribed and sworn to before the undersigned by Jason E. Henderson on in his capacity as Assistant Manager of Sanitary Sewer Development for South Putnam Public Service District, on this 5th day of May, 2003.

My commission expires Feb 7, 2006.

NOTARY PUBLIC

Challis K. Rials

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHALLIS K. RIALS
P O Box 354
Winfield, WV 25213
My Commission Expires February 7, 2006

4-22-03

BOOK 076 PAGE 893

RECEIVED

2003 APR 29 AM 8:44

WV PUBLIC SERVICE SECRETARY'S OFFICE

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

A RESOLUTION AND ORDER EXPANDING THE TERRITORY OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT, DISSOLVING NORTH PUTNAM PUBLIC SERVICE DISTRICT AND RESCINDING AN ORDER OF THE COUNTY COMMISSION DATED MARCH 4, 1993 IN PART.

WHEREAS, the County Commission of Putnam County, West Virginia, did heretofore, by Resolution and Order adopted on MARCH 25, 2003, propose the expansion of the territory of South Putnam Public Service District, the dissolution of North Putnam Public Service District, and the partial rescission of a prior order of the County Commission which called for the creation of a new North Putnam Public Service District; and,

WHEREAS, by said MARCH 25, 2003 Resolution and Order, the County Commission did set a hearing on the proposed expansion of South Putnam Public Service District's territory for the provision of sewer service, the dissolution of North Putnam Public Service District, and the partial rescission of the March 4, 1993 Order of the County Commission for the 22ND day of APRIL, 2003, 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 APRIL 22, 2003 hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code §16-13A-2 and all interested parties have been offered an opportunity of being heard for and against the expansion of the territory of South Putnam Public Service District, the dissolution of North Putnam Public Service District, and the partial rescission of the March 4, 1993 Order of the County Commission, 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 expanding the territory of South Putnam Public Service District for the provision of sewer service, dissolving North Putnam Public Service District, and rescinding in part the March 4, 1993 Order of the County Commission.

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

1. That the County Commission of Putnam County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, and subject further to the agreement of bondholders of the two Districts, finds that it would be conducive to the public health, comfort and

convenience of Putnam County to expand the territory of South Putnam Public Service District and to dissolve North Putnam Public Service District.

2. That the boundaries of South Putnam Public Service District shall be expanded to include the entire territory of Putnam County, West Virginia, located north of the Kanawha River which is not currently contained within the boundaries of any municipal or private utility, or served by such municipal or private utility, for the provision of sewer service.

3. That, in order to eliminate any confusion that may have existed by virtue of the prior actions of this County Commission, the March 4, 1993 Order of the County Commission is hereby rescinded insofar as it attempted to bring about the merger and consolidation of Putnam Union Public Service Districts and the creation of a new North Putnam Public Service District.

4. 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 Putnam County, West Virginia, this 22ND day of APRIL, 2003.

PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

BOOK 076 PAGE 896

4.12.03

CHARLESTON NEWSPAPERS
P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS

LEGAL ADVERTISING INVOICE

BOOK 076 PAGE 897

INVOICE DATE	04/14/03
ACCOUNT NBR	087242002
SALES REP ID	0060
INVOICE NBR:	021398001

BILLED TO

PUTNAM CO. COMMISSON
ATTN: LINDA MCCLANAHAN
3389 WINFIELD RD
WINFIELD WV 25213 USA

Please return this portion with your payment.

AMOUNT PAID: _____

Make checks payable to: Charleston Newspapers

CHARLESTON NEWSPAPERS
P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS
FEIN 55-0676079

INVOICE DATE	04/14/03
ACCOUNT NBR	087242002
SALES REP ID	0060
INVOICE NBR	021398001

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ISSUE DATE	CLASS	PUB	DESCRIPTION AND PURCHASE ORDER	AD NUMBER	PAGE/LINE	QTY	GROSS AMOUNT	NET AMOUNT
04/12	LEG	DM	EXPANSION 021398005	0042917	1X1750 17.50	6.93	121.28	121.28
04/12	LEG	GZ	EXPANSION 021398006		1X1750 17.50	6.93	121.28	121.28
			TOTAL INVOICE AMOUNT					242.56

INV. APPD. BY LKM BP
CHARGE TO G.L. # 401-20
PO# 15326

State of West Virginia, AFFIDAVIT OF PUBLICATION

I, Andrea Lugo of

THE DAILY MAIL, A DAILY REPUBLICAN NEWSPAPER, published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of:

EXPANSION

was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha Coun
West Virginia, on the 14TH day of APRIL 2003. Published during the following dates: 04/12/03-04/12/03

Subscribed and sworn to before me this 15 day of April

Printers fee $ 242.56

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
LYNN R. FIELDER
853 FRAZER WAY
SCOTT DEPOT, WV 25560
My commission expires December 11, 2006

Notary Public of Kanawha County, West Virginia



LEGAL ADVERTISEMENT

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

A RESOLUTION AND ORDER PROPOSING THE EXPANSION OF THE TERRITORY OF THE SOUTH PUTNAM PUBLIC SERVICE DISTRICT, THE DISSOLUTION OF THE NORTH PUTNAM PUBLIC SERVICE DISTRICT AND THE RESCISSION OF AN ORDER OF THE COUNTY COMMISSION DATED MARCH 4, 1993, IN PART

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may create, reduce the territory of, public service districts to order, to change the boundaries of, or to alter, enlarge or diminish the powers of, public service districts; and

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may dissolve a public service district if it is found to be insolvent and no longer

WHEREAS, South Putnam Public Service District currently has authority to provide water and sewer service in parts of Putnam County and has been operating North Putnam Public Service District pursuant to an Operation and Maintenance Agreement; and

WHEREAS, South Putnam Public Service District proposes to acquire the public utility assets of North Putnam Public Service District and operate such facilities as a part of the South Putnam Public Service District; and

WHEREAS, with the acquisition of North Putnam Public Service District, and the takeover of its sewer operations, North Putnam will become inactive; and

WHEREAS, the records of the County Commission reveal that on March 4, 1993, the County Commission adopted an order to form the Union Public Service District and create a new North Putnam Public Service District but that plan was abandoned; and

WHEREAS, it is now deemed desirous by said County Commission to expand the boundaries of South Putnam Public Service District to include the entire territory of North Putnam Public Service District for the provision of sewer service and it is deemed desirous to dissolve North Putnam Public Service District and to eliminate any confusion that may exist as to the prior plan to merge Putnam Union Public Service District with North Putnam Public Service District and create a new North Putnam Public Service District by rescinding such prior order; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Commission of Putnam County, West Virginia, upon its own motion, proposes the expansion of the boundaries of South Putnam Public Service District to include that entire territory of Putnam County, West Virginia, located north of the Kanawha River which is not currently contained within the boundaries of any municipal or private utility to be served by such municipal or private utility for the provision of sewer service; and

IT IS FURTHER ORDERED that upon the expansion of the boundaries of South Putnam Public Service District as provided for herein, the North Putnam Public Service District be dissolved; that, in other words, eliminated; and it is possible; consistent with such orders of the County Commission of Putnam County, Commission of the Order of the County Commission entered on March 4, 1993 rescinded, insofar as it is reported to merge Putnam Union Public Service District and North Putnam Public Service Districts and creating

LEGAL ADVERTISEMENT

new North Putnam Public Service District

It is further ORDERED by the County Commission of Putnam County, West Virginia, that a hearing on the proposed expansion of the boundaries of South Putnam Public Service District and the dissolution of North Putnam Public Service District will be held on April 22, 2003 in the Putnam County Courthouse in Winfield at 10:00 a.m.

It is further ORDERED 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 territory of South Putnam Public Service District to be published as a Class I Legal Advertisement of at least two (2) days prior to the hearing.

It is further ORDERED that the County Commission of Putnam County shall publish the notice of the hearing and the proposed expansion of the boundaries of South Putnam Public Service District and the proposed dissolution of North Putnam Public Service District in at least five consecutive pieces within the territory of both South Putnam Public Service District and North Putnam Public Service District.

It is further ORDERED 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.

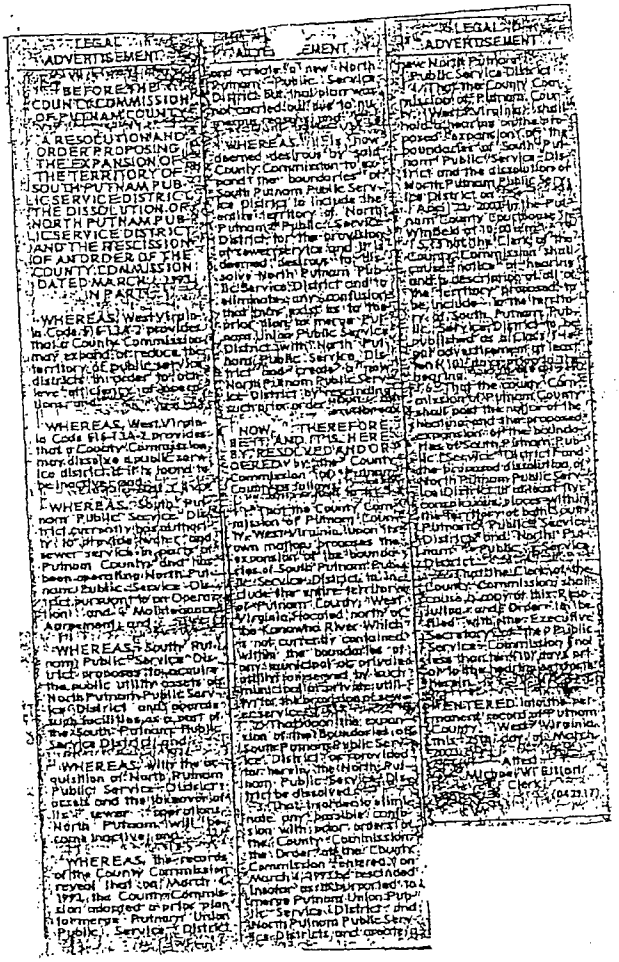
ENTERED into this the 28th day of March, 2003.

Michael W. Elliott
Clerk

STATE OF WEST VIRGINIA, PUTNAM COUNTY CLERK'S OFFICE
I, Michael W. Elliott, Clerk of Putnam County Commission do hereby certify that this foregoing is a true and correct copy and transcript from the record of my office.
Given under my hand and seal of said commission.

at Winfield, West Virginia, this the 28th day of April 2003
MICHAEL W. ELLIOTT, CLERK, PUTNAM COUNTY COMMISSION
By _____ Deputy

BOOK 076 PAGE 898



LEGAL ADVERTISEMENT

BEFORE THE COUNTY COMMISSION OF PUTNAM COUNTY

A RESOLUTION AND ORDER PROPOSING THE EXPANSION OF THE TERRITORY OF SOUTH PUTNAM PUBLIC SERVICE DISTRICT, THE DISSOLUTION OF NORTH PUTNAM PUBLIC SERVICE DISTRICT AND THE RESCISSION OF AN ORDER OF THE COUNTY COMMISSION DATED MARCH 4, 1991, IN PART

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may expand or reduce the territory of public service districts in order to [illegible]

WHEREAS, West Virginia Code §16-13A-2 provides that a County Commission may dissolve a public service district if it is found to be inactive and [illegible]

WHEREAS, South Putnam Public Service District currently has authority to provide water and sewer service in parts of Putnam County and has been operating North Putnam Public Service District pursuant to an Operation and Maintenance Agreement and [illegible]

WHEREAS, South Putnam Public Service District proposes to acquire the public utility assets of North Putnam Public Service District and operate such facilities as a part of the South Putnam Public Service District and [illegible]

WHEREAS, with the acquisition of North Putnam Public Service District assets and the takeover of its sewer operations, North Putnam will become inactive and [illegible]

WHEREAS, the records of the County Commission reveal that on March 4, 1991, the County Commission ordered a petition to incorporate Putnam Union Public Service District and [illegible]

LEGAL ADVERTISEMENT

[illegible] ordered the creation of new North Putnam Public Service District but inadvertently did not [illegible]

WHEREAS, it is now deemed desirous by said County Commission to [illegible] South Putnam Public Service District to include the entire territory of North Putnam Public Service District for the provision of sewer service and it is deemed desirous to dissolve North Putnam Public Service District and to eliminate any confusion that may exist as to the prior action to merge Putnam Public Service District with North Putnam Public Service District and create a new North Putnam Public Service District by rescinding such prior order; and [illegible]

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED by the County Commission of Putnam County, West Virginia, upon their own motion, [illegible] expansion of the boundaries of South Putnam Public Service District to include the entire territory of Putnam County, West Virginia, located north of the Kanawha River which is not currently contained within the boundaries of any municipal or private utility [illegible] and for the provision of sewer service [illegible] and it is further ORDERED that the boundaries of South Putnam Public Service District, as amended to include the territory of North Putnam Public Service District, be and hereby are established as the boundaries of South Putnam Public Service District; and it is further ORDERED that the North Putnam Public Service District be dissolved; and it is further ORDERED that, insofar as it is possible, [illegible] inconsistent with this Order, the Order of the County Commission dated March 4, 1991, and the Order of the County Commission dated [illegible] are hereby rescinded; and it is further ORDERED that [illegible] shall be published as a Class I legal advertisement at least [illegible] prior to the hearing; and it is further ORDERED that the County Commission of Putnam County shall post the notice of the hearing and the proposed expansion of the boundaries of South Putnam Public Service District and the proposed dissolution of North Putnam Public Service District at [illegible] and it is further ORDERED 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 [illegible] and it is further ORDERED that this Resolution and Order shall be effective upon entry.

ENTERED: [illegible]

Attest:
Michael W. Elliott
Clerk

STATE OF WEST VIRGINIA, PUTNAM COUNTY CLERK'S OFFICE
I, Michael W. Elliott, Clerk of Putnam County Commission do hereby certify that this foregoing is a true and correct copy and transcript from the record of my office.
Given under my hand and seal of said commission.

at Winfield, West Virginia, this the 28th day of April 2003
MICHAEL W. ELLIOTT, CLERK, PUTNAM COUNTY COMMISSION
BY Regina Hall Deputy

7-27-00

LEGAL NOTICE

NORTH PUTNAM
PUBLIC SERVICE DISTRICT
NOTICE OF HEARING

The Public Service Board of North Putnam Public Service District will hold a hearing on Thursday, August 3, 2000, at 7:00 p.m., at Town Hall, Bancroft, West Virginia, for the purpose of taking public comments and objections, if any, relating to the proposed transfer of North Putnam Public Service District' sutility rights and assets to South Putnam Public Service District

The Board will, following the receipt of comments and objections, vote on whether or not to proceed with the transfer of its utility rights and assets to South Putnam Public Service District.

This hearing is open to the press and the public and any person interested may appear at such hearing to protect their interest.

NORTH PUTNAM PUBLIC
SERVICE DISTRICT

It 7-27

AFFIDAVIT OF PUBLICATION

Cost of Publication $14.56

State of West Virginia, County of Putnam, to wit:

I, Phyllis Robinson, being first sworn upon my oath, do depose and say that I am Publisher of the newspaper entitled THE PUTNAM DEMOCRAT, a Democratic newspaper; that I have been duly authorized to execute all affidavits of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly on Thursday, for at least fifty weeks during the calendar year, in Winfield, Putnam County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and county; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, that the annexed

notice of Notice of Hearing

North Putnam Public Service District

Transfer of Utility Rights and Assets

to South Putnam Public Service District

was duly published in said newspaper once a week for 1 (successive) week(s), commencing with the issue of the 27th day of July 20 00, and ending with issue of the _____ day of _____ 20_____ (and was posted, if required, at the _____ on the _____ day of _____, 20_____).

/s/ Phyllis Robinson
Phyllis Robinson, Publisher
The Putnam Democrat

Taken, subscribed and sworn to before me in my said county this 28th day of July, 20 00

My commission expires May 4, 2008

/s/ Frederica A. Whitney
Notary Public of Putnam County, West Virginia

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
FREDERICA A. WHITNEY
46 Riverside Estates
Winfield, WV 25213
My Comm. Expires May 4, 2008

7·11·00

NORTH PUTNAM PUBLIC SERVICE DISTRICT

RESOLUTION

WHEREAS, the North Putnam Public Service District is authorized to provide water and sewer service as a public utility in parts of Putnam County, West Virginia, on the North side of the Kanawha River;

WHEREAS, the South Putnam Public Service District is authorized to provide water and sewer service as a public utility in parts of Putnam County, West Virginia, on the South side of the Kanawha River;

WHEREAS, the South Putnam Public Service District has the manpower and expertise to operate and manage the affairs of the North Putnam Public Service District;

WHEREAS, the Boards of the South Putnam Public Service District and the North Putnam Public Service District have had discussions concerning the transfer of the North Putnam Public Service District to the South Putnam Public Service District; and

WHEREAS, the Board of the North Putnam Public Service District deems it to be in the best interests of the citizens of Putnam County for South Putnam Public Service District to acquire the assets of North Putnam Public Service District, and to operate such assets as part of its own system until such time as the acquisition of such assets is approved by the Public Service Commission of West Virginia.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF NORTH PUTNAM PUBLIC SERVICE DISTRICT:

1. The Board of North Putnam Public Service District is authorized to undertake all actions necessary to transfer the assets of the North Putnam Public Service District, subject to the approval of the Public Service Commission of West Virginia, and bondholder approvals; and subject further to a determination of the reasonableness of such action upon the rates of the rate payers of South Putnam Public Service District.

2. During the pendency of the approval process, and until such time as the Board of the South Putnam Public Service District has determined that it is in the best interests of the rate payers of South Putnam Public Service District to acquire the assets of North Putnam Public Service District, North Putnam Public Service District is hereby authorized to enter into an agreement whereby South Putnam Public Service District shall operate and maintain the North Putnam Public Service District system.

3. The Chairman of the Board of the North Putnam Public Service District is hereby authorized to execute any documents necessary to carry out the provisions of his Resolution.

Adopted this 11th day of July, 2000.

Chairman

Member

Member

5.1.95

RESOLUTION OF

CITY OF HURRICANE

BE IT RESOLVED by the City Council of the City of Hurricane as follows:

The City of Hurricane hereby consents to the provision of sewerage services by South Putnam Public Service District in the following area within the boundaries of the City of Hurricane:

An area along Route 34 South beginning near the Hurricane Creek bridge and extending along Route 34 to Route 60 and including an area 1,000 feet west along Harbour Lane.

Adopted and effective this 1st day of May, 1995.

Raymond Beat
Mayor

Linda L Gibson
Recorder

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Council of the CITY OF HURRICANE on the 1st day of May, 1995, which Resolution has not been repealed, rescinded, modified, amended or revoked, as witness my hand and the seal of the City of Hurricane this 1st day of May, 1995.

[SEAL]

Recorder

04/18/95
SPSI.O2
847280/94001

RESOLUTION OF

SANITARY BOARD OF CITY OF HURRICANE

BE IT RESOLVED by the Sanitary Board of the City of Hurricane as follows:

The Sanitary Board of the City of Hurricane hereby consents to the provision of sewerage services by South Putnam Public Service District in the following area within the boundaries of the City of Hurricane:

An area along Route 34 South beginning near the Hurricane Creek bridge and extending along Route 34 to Route 60 and including an area 1,000 feet west along Harbour Lane.

Adopted and effective this 1st day of May, 1995.

Raymond Beck
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Sanitary Board of the CITY OF HURRICANE on the 1st day of May, 1995, which Resolution has not been repealed, rescinded, modified, amended or revoked, as witness my hand this 1st day of May, 1995.

Raymond Cook
Chairman

04/25/95
SPSJ.P3
847280/94001

12-3-81

A RESOLUTION AND ORDER EXPANDING THE BOUNDARIES OF THE SOUTH PUTNAM PUBLIC SERVICE DISTRICT WITHIN PUTNAM COUNTY, WEST VIRGINIA.

WHEREAS, the County Commission of Putnam County, West Virginia, did heretofore by a resolution and order adopted on the 3rd day of December, 1991, fix a date for a public hearing on the expansion of the South Putnam Public Service District, and in and by said resolution and order, provide, that all persons residing in or owning or having any interest in property in the proposed Public Service District might appear before the County Commission at this meeting, and have an opportunity to be heard, for and against the expansion of the said Public Service District; and,

WHEREAS, notice of this hearing was duly given in a manner provided and required by the said resolution and order and by Article 13A, Chapter 16, of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the expansion of the said District, but no written protest has been filed by the requisite number of qualified voters registered and residing within the proposed expanded Public Service District area or the existing boundaries of the South Putnam 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 desirable by said County Commission to adopt a resolution and order expanding the said District;

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

Section 1.

That the physical, geographical, territorial limits of the South Putnam Public Service District, a public corporation, are hereby enlarged, expanded, and extended to include all of the properties described hereinafter, as follows:

> AN AREA comprising the magisterial districts of Teays Valley, Scott, Curry, and that portion of Buffalo, south of the Kanawha River, including the area known as the Teays Valley Public Service District, but excluding the areas currently known as the Water and/or Sewer Utilities of Record.

Those areas to be excepted from the territorial jurisdiction of the South Putnam Public Service District are described hereinafter as follows:

(1) Lake Washington Public Service District, for water service only, more particularly defined as follows:

Beginning at a point in which the easterly line of Block C intersects the northerly right-of-way of U. S. Route 60, thence, N. 32° 13' W. 305.0 feet, N. 00° 50' W. 176.07 feet, thence N. 4° 22' W. 315.1 feet, thence, N. 27° 40' W. 1,729.7 feet, thence, S. 44° 18' W. 585.0 feet, thence, S. 43° 56' W. 1,693 feet, thence S. 6° 20' E. 265.9 feet, thence S. 40° 41' E. 70.0 feet, thence, S. 74° 07' E. 1,162.62 feet, thence, crossing U. S. Route 60, S. 15° 16' W. 270.7 feet, thence, S. 39° 18' W. 469.0 feet, thence, N. 85° 17' W. 198.0 feet, thence S. 71° 38' W. 549.2 feet, thence, S. 70° 35' W. 705.22 feet, thence, S. 58° 06' W. 478.8 feet, thence S. 58° 42' W. 437.75 feet, thence, S. 62° 34' W. 108.0 feet, thence, with West Virginia Route 34, S. 55° 45' E. 761.0 feet, thence, S. 83° 09' E. 609.8 feet, thence , S. 87° 44' E. 1,309.8 feet, thence, S. 24° 57' E. 546.9 feet, thence, S. 53° 14' E. 947.88 feet, thence, N. 71° 57' E. 880.48 feet, thence, N. 40° 07' E. 880.48 feet, thence, S. 60° 03' E. 1,461.4 feet, thence N. 6° 15' E. 848.7 feet, thence N. 16° 17' W. 99.0 feet, thence, S. 87° 25' E. 113.5 feet, thence, S. 67° 45' E. 138.4 feet, thence, S. 58° 40' E. 105.4 feet, thence S. 45° 25' E. 171.8 feet, thence, S. 42° 05' E. 128.0 feet, thence, S. 33° 40' E. 279.9 feet, thence, S. 46° 25' E. 263 feet, thence, S. 21° 45' E. 340.5 feet, thence, S. 60° 25' E. 229.0 feet, thence N. 35° 40' E. 119.5 feet, thence, N. 20° 01' W. 799.0 feet, thence, N. 56° 00' E. 77.03 feet, thence, No. 50° 05' E. 794.47 feet, thence, N. 65° 00' E. 433.95 feet, thence, N. 78° 00' E. 423.7 feet, thence, N. 64° 44' W. 312.42 feet, thence, N. 58° 11' W. 577.0 feet, thence, N. 89° 17' W. 739.68 feet, thence, crossing U. S. Route 60, N. 13° 16' E. 990.0 feet, thence along Route 60, S. 70° 05' W. 400.0 feet, thence, S. 98° 56' W. 400.0 feet, thence, S. 72° 00' W. 350.0 feet, to place of beginning, containing an area of 0.67 square miles.

(2) Kanawha Orchard Public Service District, more particularly defined as follows:

Beginning at a point in the northerly right-of-way of Interstate Route 64 and 0.15 miles west of the center of McCloud Road, thence, N. 35° 40' E. 1.19 miles, thence, N. 63° 40' E. 1.34 miles, thence, N. 20° 35' W. 2.03 miles, thence N. 69° 25' 0.81 miles to center of Kanawha River, thence, up Kanawha River S. 20° 25' E. 0.32 miles, thence, S. 69° 25' W. 0.29 miles to the center of West Virginia Route 17, thence, with Route 17, S. 20° 35' E. 0.25 miles, thence, S. 4° 45' E.

0.19 miles to a point in said State Route 17 having a latitude of N. 38° 30' and Longitude W. 81° 50' 30", thence, leaving West Virginia Route 17 N. 69° 25' E. 0.30 miles to center of Kanawha River, thence, with center of the River and up stream 1.68 miles, thence, leaving the River S. 19° 40' 0.65 miles to a point having a latitude of N. 38° 25' 29" and Longitude of W. 81° 50', thence, S. 63° 40' W. 1.55 miles, thence, to the northerly right-of-way of Interstate Route 64 S. 6° 15' E. 0.75 miles, thence, with northerly right-of-way line of Interstate 64 1.10 miles, more or less to place of beginning, containing 3.70 square miles.

(J) Putnam Utilities Corporation, more particularly defined as follows:

TRACT A: Beginning at a stone on a ridge on a line of the Cargill land, the said stone being a common corner to the land owned by A. C. Radford and Hazel B. Radford, his wife; thence, with the said line of the Cargill land, S. 85° 30' W. 191.5 feet to a white oak stump in a low gap; thence, N. 87° 30' W. 940.5 feet to a stake; thence, S. 63° 30' W. 495 feet to a stone by some hickories; thence, N. 87° 30' W. 792 feet to a stone, corner to a tract of land owned by Charles C. Payne; thence, with the northeasterly line of the said Payne land, N. 47° 45' W. 1,912.5 feet to an iron pipe; thence, N. 41° 7' E. 696 feet to an iron pipe in the southwesterly line of the said Radford land; thence, with the line of the Radford land, S. 54° 30' E. 3,686.5 feet to the place of beginning, containing 62.44 acres, more or less.

TRACT B: Beginning at an iron pipe in the southerly right-of-way of U. S. Route 35, the said iron pipe being a common corner to a tract of land owned by A. C. Radford and Hazel B. Radford, his wife; thence, with the southwesterly line of the said Radford land, S. 36° 00' E. 1,800 feet to an iron pipe; thence, S. 64° 30' E. 455 feet to an iron pipe; thence, leaving the Radford land, S. 41° 7' W. 696 feet to an iron pipe in the northeasterly line of a tract of land owned by Charles C. Payne; thence, with the said line of the Payne land, N. 47° 45' W. 580 feet to an iron pipe; thence, N. 36° 00' W. 1,482 feet to an iron pipe in the southerly line of Rockystep Branch Road; thence, with the right-of-way line of the said road, N. 51° 48' E. 29.5 feet to an iron pipe; thence, N. 35° 40' W. 336.6 feet to an iron pipe at the intersection of the easterly right-of-way line of Rockystep Branch Road and the southerly right-of-way line of U. S. Route 35; thence, running with U. S. Route 35, N. 55° 32' E. 542.4 feet to the place of beginning, containing 30.9 acres, more or less.

TRACT C: Beginning at an iron pipe in the common division line between the land owned by Charles C. Payne and the property herein conveyed, said iron pipe being located N. 36° 00' W. 444.4 feet from a stake in the northerly right-of-way line of U. S. Route 35; thence, with the common division line between the property herein conveyed and the Payne property, N. 36° 00' W. 201 feet to a stake at the edge of Kanawha River; thence, running up the river and binding thereon, N. 49° 37' E. 209.5 feet, to an iron pipe; thence, running S. 36° 00' E. 217 feet; thence, running S. 54° 00' W. 208.5 feet to the place of beginning, containing 1 acre.

(4) Riverdale Utility Company, more particularly defined as follows:

TRACT 2: Beginning at an iron pipe in the northerly right-of-way line of State Route 17, at the point where the division line between the lands of Walter M. Raynes and F. F. Morris intersect said northerly right-of-way line; thence, leaving the said right-of-way line running with the division line between Morris and Raynes and Morris and Rose, N. 3° 00' W. 1,724 feet to an iron pipe where originally stood a stake 9 feet above a marked beech; thence, leaving Rose and running up the Kanawha River with pool stage, S. 91° 00' E. 543 feet to an iron pipe at the corner of Parcel 1 and 2; thence, leaving the river and running across the bottom with the division line between Parcels Nos. 1 and 2, S. 2° 00' E. 1,555 feet to an iron pipe in the northerly right-of-way of State Highway No. 17; thence, running in a westerly direction with the said northerly right-of-way line, a distance of 505 feet to the point of beginning, containing 19.6 acres, more or less.

(5) Sunnybrook Public Service District, more particularly defined as follows:

Beginning at a point in the Teays Valley Public Service District line 200 feet south of the center line of West Virginia Primary Route 34, having a latitude N. 38° 26' 30" and a longitude W. 81° 59' 04"; thence, S. 68° 15' W. for 0.10 miles parallel with West Virginia Route 34 to a point having a latitude N. 38° 26' 24" and longitude W. 81° 59' 23"; thence, N. 37° 09' W. for 0.15 miles, crossing West Virginia Route 34 at about 200 feet to a point having a latitude N. 38° 26' 31" and longitude W. 81° 59' 29"; thence, N. 45° 59' W. for 0.11 miles to a point on the south right-of-way of Old County Route 34/12

having a latitude N. 38° 26' 34" and longitude W. 81° 59' 34"; thence, with the road right-of-way S. 37° 00' W. for 0.09 miles to a point in the right-of-way having latitude N. 38° 26' 32" and longitude W. 81° 59' 36"; thence, N. 34° 00' W. with a fence line for 0.625 miles to a point on the Interstate Route 64 right-of-way having a latitude N. 38° 27' 05" and longitude W. 81° 59' 51"; thence, N. 68° 00' E. with the Interstate right-of-way line for 0.46 miles to a point on the right-of-way line having latitude N. 38° 27' 11" and longitude W. 81° 59' 22"; thence, in a southerly direction for 0.32 miles with the Sunnybrook Estate-Springdale Estates Subdivision boundary line to a point having a latitude N. 38° 26' 54" and longitude W. 81° 59' 15"; thence, N. 82° 45' E. for 0.19 miles to a point on the Teays Valley Public Service District boundary line, having latitude N. 38° 26' 55" and longitude W. 81° 59' 04"; thence, S. for 0.48 miles with the Teays Valley Public Service District boundary line to the point of beginning, and containing an area of 0.402 square miles in Teays Valley Magisterial District of Putnam County, West Virginia.

(6) Culloden Sanitary Sewer and Water Service are to be excluded from the South Putnam Public Service District area, more particularly defined as follows:

Culloden Area No. 1

Beginning at a point reference to the West Virginia Plane Coordinate System South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinates N518475, E1698600 and being approximately situated on the Cabell-Putnam County Line; thence, with the following bearings and distances, based on the before named Plane Coordinate System, N. 01° 05' 28" W. 2,625.48 feet; thence, N. 63° 52' 08" E. 1,475.85 feet; thence, S. 31° 31' 19" E. 1,317.43 feet; thence, S. 42° 35' 59" W. 2,954.76 feet, to the true point of beginning.

Culloden Area No. 2

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinates N516900, E1698725 and being approximately situated on the Cabell-Putnam County Line; thence, with the southerly right-of-way line of the Service Wholesale Access Road, 1,250 feet, more or less, to the westerly right-of-way line of Putnam County Route 60/1 (Thompson Road); thence, with said

westerly right-of-way line 2,200 feet, more or less, to a point; thence, leaving said westerly right-of-way line with the following bearings and distances based on the before named Plane Coordinate System: S. 53° 07' 48" W. 125.00 feet; thence, S. 38° 39' 35" E. 1,120.55 feet; thence, N. 66° 48' 05" E. 761.58 feet; thence, S. 70° 33' 16" E. 1,640.00 feet; thence, S. 61° 54' 24" W. 1,707.71 feet; thence S. 78° 19' 01" E. 3,503.00 feet; thence, N. 03° 55' 33" W. 4,100 feet, to the true point of beginning.

(7) City of Hurricane Water Service Area, more particularly defined as follows:

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustments, and having the coordinates N521750, E1700000; thence, with the following bearings and distances based on the before named Plane Coordinate System: N. 63° 47' 00" E. 7,356.80 feet; thence N. 47° 01' 17" W. 1,503.54 feet; thence, N. 31° 05' 50" E. 1,939.13 feet; thence, S. 70° 01' 01" E. 1,463.09 feet; thence, S. 07° 19' 21" E. 992.98 feet; thence, S. 25° 38' 28" E. 693.27 feet; thence, N. 53° 44' 46" E. 1,960.11 feet; thence, N. 58° 32' 09" E. 3,927.47 feet; thence, S. 29° 41' 27" E. 3,280.72 feet; thence, N. 54° 46' 57" E. 1,560.65 feet; thence, S. 16° 41' 57" E. 1,044.03 feet; thence, S. 70° 07' 59" W. 6,326.53 feet; thence, S. 04° 23' 55" W. 1,303.84 feet; thence S. 58° 23' 33" W. 3,052.87 feet; thence, S. 07° 41' 46" E. 1,866.82 feet; thence, S. 33° 06' 41" W. 1,372.95 feet; thence, N. 52° 18' 21" W. 1,190.14 feet; thence, S. 86° 11' 09" W. 2,254.99 feet; thence, S. 09° 03' 28" E. 3,493.57 feet; thence S. 46° 32' 53" W. 654.31 feet; thence, N. 75° 22' 45" W. 1,782.73 feet; thence S. 73° 19' 03" W. 522.02 feet; thence, N. 50° 54' 22" W. 1,030.78 feet; thence, N. 45° 00' 00" E. 353.55 feet; thence N. 17° 31' 32" W. 498.12 feet; thence, N. 40° 56' 26" W. 2,746.93 feet; thence N. 02° 20' 14" E. 1,226.02 feet; thence, N. 42° 22' 25" E. 1,929.39 feet; thence, N. 29° 03' 17" W. 1,029.56 feet to the true point of beginning.

(8) City of Hurricane Sanitary Sewer Service Area, more particularly defined as follows:

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinate N524160.24, E1704721.07 and being approximately situated on the southerly right-of-way line of Interstate Route 64;

thence, with the following bearings and distances based on the before named Plane Coordinate System; N. 63° 56' 44" E. 2,481.07 feet; thence, N. 74° 55' 53" E. 1,346.29 feet; thence, S. 29° 44' 42" E. 604.67 feet; thence, N. 70° 42' 36" E. 520.74 feet; thence, S. 33° 41' 24" E. 180.28 feet; thence, N. 64° 29' 10" E. 2,437.72 feet; thence, S. 28° 18' 03" E. 369.12 feet; thence, S. 65° 11' 09" W. 2,561.49 feet; thence, S 24° 56' 39" E. 2,371.18 feet, more or less, to a point in the center of Hurricane Creek; thence, with the center of Hurricane Creek in a southwesterly, upstream direction, 1,800 feet, more or less, to the center of the West Virginia Route 34 Hurricane Creek Bridge; thence, leaving the center line of Hurricane Creek, with the following bearings and distances based on the before named Plane Coordinate System; S. 61° 36' 08" W. 2,796.52 feet; thence, N. 55° 03' 16" W. 2,025.14 feet; thence, S. 33° 09' 48" W. 603.26 feet; thence N. 55° 00' 29" W. 305.16 feet; thence, N. 26° 33' 54" E. 279.51 feet; thence, N. 56° 19' 36" W. 901.39 feet; thence, S. 33° 41' 24" W. 721.11 feet; thence, N. 55° 00' 29" W. 305.16 feet; thence, S. 30° 20' 36" W. 1,187.70 feet; thence, S. 51° 07' 48" E. 625.00 feet; thence, S. 35° 32' 16" W. 430.12 feet; thence N. 54° 41' 20" W. 735.27 feet; thence, N. 32° 39' 39" E. 1,158.12 feet, thence, N. 51° 20' 25" W. 160.08 feet; thence, N. 29° 25' 39" E. 1,119.43 feet; thence, N. 31° 56' 41" E. 1,320 feet, more or less; thence, northeast along southern right-of-way of Virginia Avenue, Putnam County Route 60/10, 1,050 feet, more or less; thence, northwest along the eastern right-of-way of Sovine Road, Putnam County Route 60/3, 915 feet, more or less to the true point of beginning.

(9) Ventroux Water Association for water service only, more particularly defined as follows:

Beginning at a point which is the intersection of the western right-of-way line of U. S. Route 35 and the southern edge of Scary Creek; thence, 700 feet in a southerly direction with the Route 35 line to a point; thence, N. 84° 15' W. 2,360 feet, leaving the Route 35 line to a point; thence S. 03° 24' W. 1,950 feet to a point; thence N. 87° 18' W. 500 feet to a point; thence N. 01° 56' E. 2,130 feet to a point; thence, N. 61° 32' E. 2,180 feet to a point in the southern edge of Scary Creek; thence, 1,500 feet with the southern edge of Scary Creek to the point of beginning, containing an area of 0.13 square miles.

(10) Town of Winfield, more particularly defined as follows:

Beginning at the southernmost point in the original town limits; thence, S. 36° E. 1,270.50 feet, leaving the town limits to a point; thence, S. 57° E. 4,075.50 feet to a point; thence, S. 45-1/2° W. 412.50 feet to a point;thence, S. 85-1/2° W. 511.50 feet to a point; thence, N. 87° 30' W. 478.50 feet to a point; thence, S. 31-1/2° E. 2,739.00 feet to a point; thence, S. 80-1/2° W. 1,435.50 feet to a point; thence, N. 29° W. 39.60 feet to a point; thence S. 81-1/2° W. 1,386.0 feet, crossing Route 29/1 to a point; thence, N. 31-1/2° E. 334.60 feet, again crossing Route 29/1 to a point; thence, S. 75° W. 264 feet to a point; thence, N. 68° W. 453.80 feet to a point; thence, W. 1,386.0 feet, crossing Route 29/1 to a point; thence, N. 71° 00' W. 1,250 feet, crossing Route 29/1 to a point; thence S. 51° 58' W. 450 feet to a point; thence, S. 48° 45' W. 1,455.20 feet, crossing Routes 29/1 and 29; thence, N. 67° 15' W. 760.80 feet to a point; thence, N. 31° 30' E. 428.70 feet to a point; thence, N. 18° 45' E. 184.70 feet to a point; thence, N. 29° 15' E. 296.50 feet to a point; thence, N. 19° 30' E. 415.70 feet to a point; thence, N. 60° 50' W. 411.60 feet to a point, thence, N. 55° 40' W. 378.60 feet to a point in a point; thence, N. 46° W. 436.60 feet to a point in the eastern right-of-way line of Route 34; thence, N. 4° E. 2,715 feet crossing Route 34 and 35 to a point in the southern edge of Kanawha River; thence, N. 71° 35' E. 285 feet with the river to a point; thence, N. 36° 15' E. 250 feet with the river to a point; thence, N. 46° 37' E. 600 feet with the river to a point; thence N. 59° 40' E. 440 feet with the river to a point; thence, N. 56-1/2° E. 471 feet with the river to a point; thence, N. 58-1/2° E. 146 feet with the river to a point; thence N. 55° E. 231 feet with the river to a point; thence, N. 57° 30' E. 280 feet with the river to a point; thence N. 57° E. 294 feet with the river to a point; thence, N. 52° E. 587.30 feet with the river to a point; thence, N. 51° E. 569.30 feet with the river to a point; thence, N. 50° E. 1,155 feet with the river to a point in the original town limits

Section 2.

That the said area of the South Putnam Public Service District is hereby enlarged, extended, and expanded to include all of the aforementioned area as described herein, and is hereby made a part of the said area included and embraced within the South Putnam Public Service District, and that the same shall be henceforth and hereafter included, annexed, and made a part of the South Putnam Public Service District, and shall henceforth and hereafter become and constitute and integral part of the said South Putnam Public Service District.

Entered into the permanent records of Putnam County, West Virginia, this 3rd day of December, 1981.

Leff Moore, President

Leff Moore

R. B. Allen, Commission

R. B. Allen

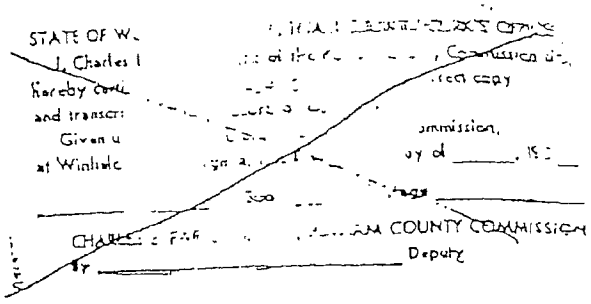
Ronald K. Brown, Commission

Ronald K. Brown

ATTEST:

Charles E. Farley, Clerk

Charles E. Farley, Clerk



STATE OF W...
I, Charles E
hereby certi...
and transcri...
Given u...
at Winfield...
...sion,
...day of _____, 19__
...Page _____
CHARLES E FAR... ...AM COUNTY COMMISSION
By _____ Deputy

STATE OF WEST VIRGINIA, PUTNAM COUNTY CLERK'S OFFICE

I, Charles E Farley, Clerk of the Putnam County Commission do hereby certify that this foregoing is a true and correct copy and transcript from the record of my office.

Given under my hand and seal of the said commission, at Winfield, West Virginia, this the 16 day of Feb, 198 2

County Order Book 28 At Page 314

CHARLES E FARLEY, CLERK, PUTNAM COUNTY COMMISSION

By _____ Deputy

3-10-81

A RESOLUTION AND ORDER EXPANDING THE BOUNDARIES OF THE TEAYS VALLEY PUBLIC SERVICE DISTRICT HEREINAFTER TO BE KNOWN AS THE SOUTH PUTNAM PUBLIC SERVICE DISTRICT WITHIN PUTNAM COUNTY, WEST VIRGINIA.

WHEREAS, the County Commission of Putnam County, West Virginia, did heretofore by a resolution and order adopted on the 27th of January, 1981, fixed a date for a public hearing on the expansion of the Teays Valley Public Service District, hereafter to be known as the South Putnam Public Service District, and in and by, said resolution and order provide that all persons residing in or owning or having any interest in property in the proposed public service district might appear before the County Commission at this meeting, and have an opportunity to be heard for and against the creation of the said public service district; and,

WHEREAS, notice of this hearing was duly given in a manner provided and required by the said resolution and order and by Article 13A, Chapter 16, of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of the said district, but no written protest has been filed by the requisite number of qualified voters registered and residing within the proposed expanded public service district area or the existing boundaries of the Teays Valley 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 desirable by said County Commission to adopt a resolution and order expanding and establishing the said district;

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

Section 1: That the physical, geographical, territorial limits of the Teays Valley Public Service District, a public corporation, are hereby enlarged, expanded, and extended to include all of the properties described hereinafter as follows:

AN AREA comprising the magisterial districts of Teays Valley, Scott, Curry, and that protion of Buffalo, south of the Kanawha River, including the area currently known as the Teays Valley Public Service District, but excluding the areas currently known as the Water and/or Sewer Utilities of Record.

These areas to be excepted from the certificate of jurisdiction of the South Putnam Public District are described hereinafter as follows:

(1) Lake Washington Public Service District, for water service only, more particularly defined as follows:

Beginning at a point in which the easterly line of Block C intersects the northerly right-of-way of U.S. Route 60, thence, N. 32° 13' W. 305.0 feet, N. 00° 50' W. 176.07 feet, thence, N. 4° 22' W. 315.1 feet, thence, N. 27° 40' W. 1,728.7 feet, thence, S. 44° 18' W. 585.0 feet, thence, S. 45° 56' W. 1,653 feet, thence, S. 6° 20' E. 355.9 feet, thence, S. 40° 41' E. 70.0 feet, thence, S. 74° 07' E. 1,162.68 feet, thence, crossing U.S. Route 60, S. 15° 56' W. 270.7 feet, thence, S. 39° 18' W. 469.0 feet, thence, N. 85° 17' W. 198.0 feet, thence, S. 71° 38' W. 549.2 feet, thence, S. 70° 35' W. 705.12 feet, thence, S. 58° 06' W. 478.3 feet, thence, S. 58° 42' W. 437.75 feet, thence, S. 68° 54' W. 108.0 feet, thence, with West Virginia Route 34, S. 33° 45' E. 783.0 feet, thence, S. 85° 09' E. 609.3 feet, thence, S. 87° 41' E. 1,309.8 feet, thence, S. 24° 57' E. 346.9 feet, thence, S. 53° 14' E. 947.88 feet, thence, N. 71° 57' E. 380.48 feet, thence, N. 40° 07' E. 880.48 feet, thence, S. 60° 03' E. 1,461.4 feet, thence, N. 6° 15' E. 848.7 feet, thence, N. 16° 15' W. 99.0 feet, thence, S. 87° 25' E. 118.5 feet, thence, S. 67° 45' E. 138.4 feet, thence, S. 58° 40' E. 105.4 feet, thence, S. 45° 35' E. 171.3 feet, thence, S. 22° 05' E. 123.0 feet, thence, S. 31° 20' E. 279.9 feet, thence, S. 46° 35' E. 263 feet, thence, S. 30° 15' E. 125.0 feet, thence, S. 21° 45' E. 200.5 feet, thence, S. 80° 15' E. 125.0 feet, thence, N. 35° 40' E. 119.5 feet, thence, N. 29° 21' W. 798.0 feet, thence, N. 56° 00' E. 77.33 feet, thence, N. 30° 05' E. 794.47 feet, thence, N. 66° 00' E. 413.95 feet, thence, N. 78° 00' E. 423.7 feet, thence, N. 54° 44' W. 312.41 feet, thence, N. 38° 11' W. 577.0 feet, thence, N. 38° 17' W. 739.68 feet, thence, crossing U.S. Route 60, N. 13° 15' E. 990.0 feet, thence, along Route 60, S. 70° 05' W. 400.0 feet, thence, S. 68° 58' W. 400.0 feet, thence, S. 72° 00' W. 350.0 feet, to place of beginning, containing an area of 0.67 square miles.

(2) Kanawha Orchard Public Service District, more particularly defined as follows:

Beginning at a point in the northerly right-of-way of Interstate Route 64 and 0.15 miles west of the center of McCloud Road, thence, N 26° 40' E 1.18 miles, thence, N. 63° 40' E. 1.34 miles, thence, N. 20° 35' W. 2.03 miles, thence, N. 69° 25' 0.81 miles to center of Kanawha River, thence, up Kanawha River S. 20° 25' E. 0.32 miles, thence, S. 69° 25' W. 0.29 miles to the center of West Virginia Route 17, thence, with Route 17 S. 20° 35' E. 0.25 miles, thence, S. 4° 45' E. 0.19 miles to a point in said State Route 17 having a latitude of N. 38° 30' and Longitude W. 81° 30' 30", thence, leaving West Virginia Route 17 N. 69° 25' E. 0.30 miles to center of Kanawha River, thence, with center of the River and up stream 1.68 miles, thence, leaving the River S. 39° 40' 0.65 miles to a point having a latitude of N. 38° 28' 29" and longitude of W. 81° 30' thence, S. 63° 40' W. 1.35 miles, thence, to the northerly right-of-way of Interstate Route 64 S. 6° 15' E. 0.75

miles, [illegible]ce, with northerly right-of[illegible]y line of Interstate 64 1.10 miles more or less to place of beginning containing 3.70 square miles.

(3) Putnam Utilities Corporation, more particularly defined as follows:

TRACT A: Beginning at a stone on a ridge in a line of the Cargill land, the said stone being a common corner to the land owned by A. C. Radford and Hazel B. Radford, his wife; thence, with the said line of the Cargill land, S. 65° 30' W. 181.5 feet, to a white oak stump in a low gap, thence, N. 87° 30' W. 940.5 feet to a stake, thence, S. 65° 30' W. 495 feet to a stone by some hickories, thence, N. 87° 30' W. 792 feet, to a stone, corner to a tract of land owned by Charles C. Payne, thence, with the northeasterly line of the said Payne land, N. 47° 45' W. 1,812.5 feet, to an iron pipe, thence, N. 41° 7' E. 696 feet to an iron pipe in the southwesterly line of the said Radford land, thence, with the line of the Radford land, S. 64° 30' E. 3,886.5 feet to the place of beginning, containing 61.44 acres, more or less.

TRACT B: Beginning at an iron pipe in the southerly right-of-way of U.S. Route 35, the said iron pipe being a common corner to a tract of land owned by A. C. Radford and Hazel B. Radford, his wife, thence, with the southeasterly line of the said Radford land, S. 36° 00' E. 1,300 feet to an iron pipe, thence, S. 88° 30' E. 455 feet to an iron pipe, thence, leaving the Radford land, S. 41° 7' W. 696 feet to an iron pipe in the northeasterly line of a tract of land owned by Charles C. Payne, thence with the said line of the Payne land, N. 47° 45' W. 880 feet to an iron pipe, thence, N. 36° 30' W. 1,482 feet to an iron pipe in the southerly line of Rockystep Branch Road, thence, with the right-of-way line of the said road, N. 51° 48' E. 29.5 feet to an iron pipe, thence, N. 35° 40' W. 336.6 feet to an iron pipe at the intersection of the easterly right-of-way line of Rockystep Branch Road and the southerly right-of-way line of U.S. Route 35, thence, running with U.S. Route 35, N. 55° 32' E. 542.4 feet to the place of beginning, containing 30.9 acres, more or less.

TRACT C: Beginning at an iron pipe in the common division line between the land owned by Charles C. Payne and the property herein conveyed, said iron pipe being located N. 36° 00' W. 444.4 feet from a stake in the northerly right-of-way Line of U.S. Route 35, thence, with the common division line between the property herein conveyed and the Payne property, N. 36° 00' W. 201 feet to a stake at the edge of Kanawha River, thence, running up the river and binding thereon, N. 49° 37' E. 209.1 feet, to an iron pipe, thence, running S. 36° 00' E. 217 feet, thence, running S. 54° 00' W. 208.5 feet to the place of beginning, containing 1 acre.

(4) Riverdale Utility Company, more particularly defined as follows:

TRACT 2: Beginning at an iron pipe in the northerly right-of-way line of State Route 17, at the point where the division line between the lands of Walter M. Raynes and F. F. Morris intersect said northerly right-of-way line, thence, leaving the said right-of-way

line and running with the division line between Morris and Raynes & Morris and Rose, N. 3° 00' 1,724 feet to an iron pipe where originally stood a stake 9 feet above a marked beech, thence, leaving Rose and running up the Kanawha River with pool stage, S. 81° 00' E. 543 feet to an iron pipe at the corner of Parcel 1 and 2, thence, leaving the river and running across the bottom with the division line between Parcels Nos. 1 and 2, S. 2° 00' E. 1,555 feet to an iron pipe in the northerly right-of-way of State Highway No. 17, thence, running in a westerly direction with the said northerly right-of-way line, a distance of 505 feet to the point of beginning, containing 19.6 acres, more or less.

(5) Sunnybrook Public Service District, more particularly defined as follows:

Beginning at a point in the Teays Valley Public Service District line 200 feet south of the center line of West Virginia Primary Route 34, having latitude N. 38° 26' 30" and longitude W. 81° 59' 04", thence, S. 65° 15' W. for 0.30 miles parallel with West Virginia Route 34, to a point having latitude N. 38° 26' 24" and longitude W. 81° 59' 23", thence, N. 37° 09' W. for 0.15 miles, crossing West Virginia Route 34 at about 200 feet to a point having latitude N. 38° 26' 31" and longitude W. 81° 59' 29", thence, N. 45° 59' W. for 0.1 miles to a point on the south right-of-way of Old County Route 34/22 having latitude N. 38° 25' 34" and longitude W. 81° 59' 34", thence, with the road right-of-way S. 37° 00' W. for 0.08 miles to a point on the right-of-way having latitude N. 38° 25' 32" and longitude W. 81° 59' 36", thence, N. 14° 00' W. with a fence line for 0.625 miles to a point on the Interstate Route 64 right-of-way having latitude N. 38° 27' 05" and longitude W. 81° 59' 51", thence, N. 68° 00' E. with the Interstate right-of-way line for 0.46 miles to a point on the right-of-way line having latitude N. 38° 27' 11" and longitude W. 81° 59' 22", thence, in a southerly direction for 0.32 miles with the Sunnybrook Estates-Springdale Estates Subdivision boundary line to a point having latitude N. 38° 26' 54" and longitude W. 81° 59' 15", thence, N. 82° 45' E. for 0.19 miles to a point on the Teays Valley Public Service District boundary line, having latitude N. 38° 26' 55" and longitude W. 81° 59' 04", thence, S. for 0.48 miles with the Teays Valley Public Service District boundary line to the point of beginning, and containing an area of 0.402 square miles in Teays Valley Magisterial District of Putnam County, West Virginia.

(6) Culloden Sanitary Sewer and Water Service are to be excluded from the Teays Valley Public Service District proposed expansion area, more particularly defined as follows: Culloden Area No. 1

Beginning at a point reference to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinates N518475, E1498600 and being approximately situated on the Cabell-Putnam County line, thence, with the following

bearings and distances, based on the before named Plane Coordinate System, S 1° 05' 28" W, 2,625.48 feet, thence, N 63° 52' 08" E, 1,475.85 feet, thence, S 33° 23' 19" E, 1,317.43 feet, thence, S 42° 35' 59" W, 2,954.75 feet, to the true point of beginning.

Culloden Area No. 2

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinates N516900, E1698725 and being approximately situated on the Cabell-Putnam County Line, thence, with the southerly right-of-way line of the Service Wholesale Access Road, 1,250 feet, more or less, to the westerly right-of-way line of Putnam County Route 60/1 (Thompson Road); thence, with the said westerly right-of-way line 2,200 feet, more or less, to a point; thence, leaving said westerly right-of-way line with the following bearings and distances based on the before named Plane Coordinate System; S 53° 07' 48" W, 125.00 feet, thence, S 38° 39' 35" E, 1,120.55 feet, thence, N 66° 48' 05" E, 761.58 feet, thence, S 70° 33' 36" E, 1,640.00 feet, thence, S 61° 54' 24" W, 1,707.71 feet, thence, S 78° 38' 01" E, 3,503.00 feet, thence, N 03° 55' 33" W, 4,100 feet, to the true point of beginning.

(7) City of Hurricane Water Service Area, more particularly defined as follows:

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustments, and having the coordinates N521750, E1700000, thence, with the following bearings and distances based on the before named Plane Coordinate System: N 63° 47' 00" E, 7,356.80 feet, thence, N 47° 01' 17" W, 1,503.51 feet, thence, N 31° 05' 50" E, 1,859.33 feet, thence, S 70° 01' 01" E, 1,463.09 feet, thence, S 07° 18' 21" E, 982.98 feet, thence, S 25° 38' 28" E, 693.27 feet, thence, N 53° 44' 46" E, 1,860.11 feet, thence, N 58° 32' 09" E, 3,927.47 feet, thence, S 29° 41' 27" E, 3,250.72 feet, thence, N 54° 46' 57" E, 1,560.65 feet, thence, S 16° 41' 57" E, 1,044.03 feet, thence, S 70° 07' 59" W, 6,326.53 feet, thence, S 04° 23' 55" W, 1,303.84 feet, thence, S 58° 23' 33" W, 3,052.87 feet, thence, S 07° 41' 46" E, 1,866.82 feet, thence, S 33° 06' 41" W, 1,372.95 feet, thence, N 52° 18' 21" W, 1,390.14 feet, thence, S 86° 11' 09" W, 2,254.99 feet, thence, S 09° 03' 28" E, 3,493.57 feet, thence, S 66° 32' 53" W, 654.31 feet, thence, N 75° 22' 45" W, 1,782.73 feet, thence, S 73° 18' 03" W, 522.02 feet, thence, N 50° 54' 22" W, 1,030.78 feet, thence, N 45° 00' 00" E, 353.55 feet, thence, N 17° 31' 32" W, 498.12 feet, thence, N 40° 56' 26" W, 2,746.93 feet, thence, N 02° 20' 14" E, 1,226.02 feet, thence, N 42° 22' 25" E, 1,928.89 feet, thence, N 29° 03' 17" W, 1,029.56 feet to the true point of beginning.

(8) City of Hurricane Sanitary Sewer Service Area, more particularly defined as follows:

Beginning at a point referenced to the West Virginia Plane Coordinate System, South Zone, said Coordinate System referenced to the North American Datum, 1927 adjustment, said point having the coordinates N522825, E1701990, and being approximately situated on the southerly right-of-way line of Interstate Route 64; thence, with the following bearings and distances based on the before named Plane Coordinate System; N 63° 56' 44" E, 5,521.07 feet, thence, N 74° 55' 53" E,

1,346.29 [illegible], thence, S 29° 44' 42" E, 67 feet, thence, N 70° 42' 36" E, 529.74 feet, thence, S 33° 41' 24" E, 180.28 feet, thence, N 64° 29' 10" E, 2,437.72 feet, thence, S 28° 18' 03" E, 369.12 feet, thence, S 65° 11' 09" W, 2,561.49 feet, thence, S 24° 56' 39" E, 2,371.18 feet, more or less, to a point in the center of Hurricane Creek, thence, with the center of Hurricane Creek in a southwesterly, upstream, direction 3,800 feet, more or less, to the center of the West Virginia Route 34 Hurricane Creek Bridge, thence, leaving the center line of Hurricane Creek with the following bearings and distances based on the before named Plane Coordinate System: S 61° 36' 08" W, 2,796.52 feet, thence, N 55° 03' 16" W, 2,025.14 feet, thence, S 33° 09' 48" W, 603.26 feet, thence, N 55° 00' 29" W, 305.16 feet, thence, N 26° 33' 54" E, 279.51 feet, thence, N 56° 18' 36" W, 901.39 feet, thence, S 33° 41' 24" W, 721.11 feet, thence, N 55° 00' 29" W, 305.16 feet, thence, S 30° 20' 36" W, 1,187.70 feet, thence, S 53° 07' 48" E, 625.00 feet, thence, S 35° 32' 16" W, 430.12 feet, thence, N 54° 41' 20" W, 735.27 feet, thence, N 32° 39' 39" E, 1,158.12 feet, thence, N 51° 20' 25" W, 160.08 feet, thence, N 29° 25' 39" E, 1,119.43 feet, thence, N 31° 56' 41" E, 2,003.40 feet, to the true point of beginning.

(9) Ventroux Water Association, for water service only, more particularly defined as follows:

Beginning at a point which is the intersection of the western right-of-way line of U.S. Route 35 and the southern edge of Scary Creek: thence, 700 feet in a southerly direction with the Route 35 line to a point, thence, N 84° 15' W, 2,360 feet, leaving the Route 35 line to a point, thence, S 03° 34' W, 1,850 feet to a point, thence, N 87° 18' W, 500 feet to a point, thence, N 01° 36' E, 2,130 feet to a point, thence, N 61° 32' E, 2,180 feet to a point in the southern edge of Scary Creek, thence, 1,500 feet with the southern edge of Scary Creek to the point of beginning, containing an area of 0.13 square miles.

(10) Town of Winfield, more particularly defined as follows:

Beginning at the southern most point in the original Town limits, thence, S 36° E, 1,270.50 feet, leaving the Town limits to a point, thence, S 57° E, 4,075.50 feet to a point, thence, S 45-1/2° W, 412.50 feet to a point, thence, S 85-1/2° W, 511.50 feet to a point, thence, N 87° 30' W 478.50 feet to a point, thence, S 33-1/2° E, 2,739.00 feet to a point, thence, S 80-1/2° W, 1,435.50 feet to a point, thence, N 29° W, 39.60 feet to a point, thence, S 81-1/2° W, 1,386.0 feet, crossing Route 29/1 to a point, thence, N 31-1/2° E, 334.60 feet, again crossing Route 29/1 to a point, thence, S 75° W 264 feet to a point, thence, N 68° W 453.80 feet to a point, thence, W 1,386.0 feet, crossing Route 29/1 to a point, thence, N 71° 00" W, 1,250 feet, crossi Route 29/1 to a point, thence, S 51° 58' W 450 feet to a point, thence, S 48° 45' W, 1,455.20 feet, crossing Routes 29/1 and 29, thence, N 67° 15' W, 760.80 feet to a point, thence, N 33° 30' E, 128.70 feet to a point, thence, N 18° 45' E, 184.70 feet to a point, thence, N 29° 15' E, 286.50 feet to a point, thence, N 19° 30' E, 415.70 feet to a point, thence, N 60° 50' W 411.60 feet to a point, thence, N 55° 40' W, 378.60 feet to a point, thence, N 46° W, 436.60 feet to a point in the eastern right-of-way line of Route 34, thence, N 4° E, 2,715 feet crossing Routes 34 and 35 to a point in the southern edge of Kanawha River, thence, N 71° 35' E, 285 feet with the river to a point, thence, N 36° 15' E, 250 feet with the river to a point, thence, N 46° 37' E, 500 feet with the river to a point, thence, N 59° 40' E, 440 feet with the river to a point, thence, N 56-1/2° E, 471 feet with the river to a

point, thence, N 53-1/2° E, 146 feet with the river to a point, thence, N 57° E, 231 feet with the river to a point, thence, N 57° E 294 feet 30' E, 280 feet with the river to a point, thence, N 57° E 587.80 feet with the with the river to a point, thence, N 52° E, 587.80 feet with the river to a point, thence, N 52° E, 569.30 feet with the river to a point, thence, N 50° E, 1,155 feet with the river to a point in the original Town Limits.

Section 2: (a) The name and corporate title of the expanded Teays Valley Public Service District shall be "South Putnam Public Service District".

(b) That the said area of the Teays Valley Public Service District, hereafter known as the South Putnam Public Service District, is hereby enlarged, extended, and expanded to include all of the aforementioned area as described herein, and is hereby made a part of the said area included and embraced within the South Putnam Public Service District, and that the same shall be henceforth and hereafter included, annexed, and made a part of, the South Putnam Public Service District, and shall henceforth and hereafter become and constitute an integral part of the said South Putnam Public Service District.

ENTERED into the permanent records of Putnam County, West Virginia, this 10thday of March, 1981.

Left Hare, President

R. B. Allen, Commissioner

Ronald K. Brown, Commissioner

ATTEST:

Charles E. Farley, Jr., Clerk

Transmitted to the County Clerk's Office, March 11, 1981

Received by: _____

9-1-1959

A RESOLUTION AND ORDER creating
Teays Valley Public Service District
in Putnam County, West Virginia

WHEREAS, the County Court of Putnam County, West Virginia, did heretofore by a resolution and order adopted September 1, , 195: fix a date for a public hearing on the creation of the proposed Tea: Valley Public Service District and in and by said resolution and or provide that all persons residing in or owning or having any intere: in property in the proposed public service district might appear b fore the County Court at this meeting and have the opportunity to b heard for and against the creation of said district: and,

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13-A of Chapter 16 of the West Virginia Code, and all interested persons have been afforded an opportunity of being heard for and against the creation of said district, but no written protest has b filed by the requisite number of qualified voters registered and re siding within said proposed public service district and said County Court has given due consideration to all matters for which such hea was offered; and,

WHEREAS, it is now deemed desirable by said County Court to adopt a resolution and order creating said district:

NOW, THEREFORE, Be It and It Is Hereby Resolved and Ordered by the County Court of Putnam County, West Virginia as follows:

Section 1. That a public service district within Putnam Count West Virginia, is hereby created, and said district shall have the following boundaries:

Beginning at a point of intersection of the center line of Wes Virginia Secondary Route No. 64 and the northerly right-of-way line the Chesapeake and Ohio Railway Company at a latitude of N. 38° 26' and longitude W. 81° 51' 24", thence with the northerly right-of-wa line of the Chesapeake and Ohio Railway Company in a westerly direc 6.90 miles, more or less, to a point having a latitude of N. 38° 26' 23" and a longitude of W. 81° 59' 08", thence North 0.83 miles to the southerly right-of-way line of Interstate Route No. 64, thence with the southerly right-of-way line of Interstate Route No. 64, in an easterly direction 7.35 miles, thence south 30° 00' W. 0.85 miles to the place of beginning containing 5.14 square miles, more or less, being a portion of Scott Magisterial District and containi generally the area north of the northerly right-of-way line of the Chesapeake and Ohio Railway and the southerly right-of-way line of Interstate Route No. 64, all of which are in Putnam County, State of West Virginia, as shown upon map prepared by J. H. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated June 30, 1959.

Section 2. That said Public service district so created shall have the name and corporate title of "Teays Valley Public Service District", and shall constitute a public corporation and political subdivision of the State of West Virginia having all of the rights

and powers conferred on public service districts by the laws of the State of West Virginia, and particularly Article 13A of Chapter 16 of the West Virginia Code.

Section 3. That the County Court of Putnam County, West Virgini has determined that the territory within Putnam County, West Virgini having the hereintoabove described boundaries, is to situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying sewerage and/or water services within such territory by sa public service district will be conducive to the preservation of pub health and comfort and convenience of such area.

ADOPTED BY THE COUNTY COURT September 1, , 1959.

President

Attest;

Clerk

STATE OF WEST VIRGINIA

COUNTY OF PUTNAM, SS:

I, J. M. LAKE, Clerk of the County Commission of Putnam County, West Virginia, hereby certify that the foregoing is a full, true, correct and complete copy of the instrument as same appears of record in my office in Court Order Book Number 19 Page 63.

Given under my hand and seal of said Commission this the 22nd day of May, 1978

J. M. Lake Clerk
Putnam County Commission
Winfield, West Virginia

Kay Hart
BY DEPUTY CLERK

8-4-59

Winfield, West Virginia
August 4, , 19

The County Court of Putnam County, West Virginia, met in regula session pursuant to law and to the rules of said court at the County Court House, Winfield, West Virginia, at 10:00 o'clock A.M. The meeting was called to order and the roll being called there were present Carl B. Miller, President, presiding, and the following named commissioners.

Absent: None

This being the date fixed by prior action of the County Court for conducting the public hearing on the creation of the proposed Teay's Valley Public Service District, as contemplated and provided fo in a resolution and order adopted by the County Court on August 4, 1959, the president announced that all persons residin in or owning or having any interest in property in such proposed publ service district desiring to be heard for or against the creation of said district would be heard and all such interested persons desiring to be heard were given full opportunity.

The County Court then further discussed the creation of said public service district, whereupon Homer West introduced and caused to be read a proposed resolution and order, entitled:

"A RESOLUTION AND ORDER creating Teays Valley Public Service District, Putnam County, West Virginia",

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order be adopted. Harold D. Brown seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted:

Aye: All three

Nay:

Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

Homer West introduced and caused to be read a proposed resolution and order, entitled:

"A RESOLUTION AND ORDER appointing members to the public service board of the Teays Valley Public Service District".

and moved that all rules otherwise requiring deferred consideration or several readings be suspended and said proposed resolution and order by adopted, A. C. Neal & H.D.Brown seconded the motion and after due consideration the President put the question on the motion and the roll being called, the following voted.

Aye: all three

Nay:

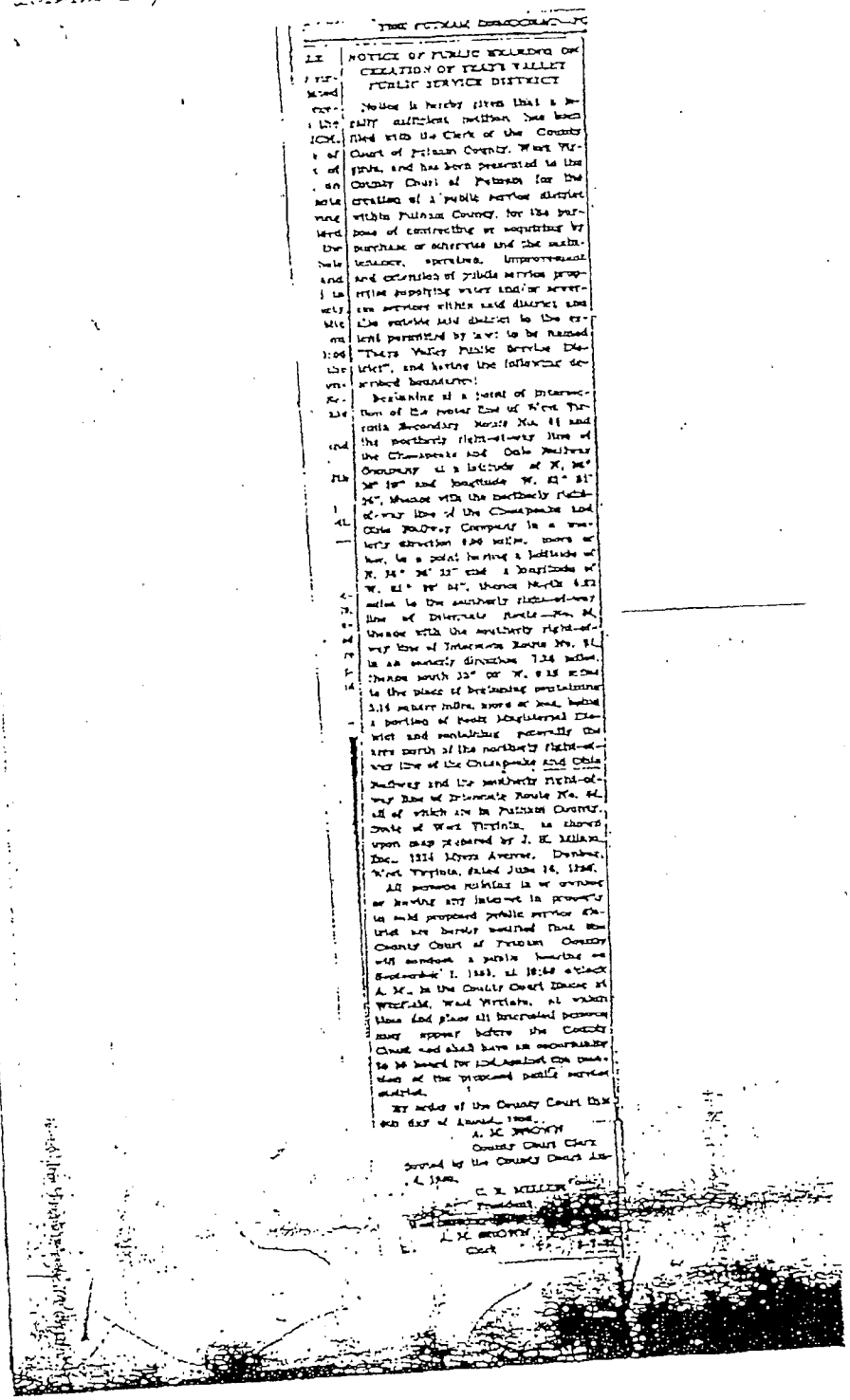
Whereupon the President declared the motion duly carried and said resolution and order duly adopted.

On motion and vote the meeting adjourned.

C. B. Mullen
President

Attest:

A. M. Lewis
Clerk



NOTICE OF PUBLIC HEARING ON CREATION OF TEAYS VALLEY PUBLIC SERVICE DISTRICT

Notice is hereby given that a sufficient petition has been filed with the Clerk of the County Court of Putnam County, West Virginia, and has been presented to the County Court of Putnam for the creation of a public service district within Putnam County, for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and/or sewerage services within said district and the entire said district to the extent permitted by law; to be named "Teays Valley Public Service District", and having the following described boundaries:

Beginning at a point of intersection of the center line of West Virginia Secondary Route No. 41 and the northerly right-of-way line of the Chesapeake and Ohio Railway Company at a latitude of N. 38° 30' 19" and longitude W. 81° 51' 30", thence with the northerly right-of-way line of the Chesapeake and Ohio Railway Company in a westerly direction 8.86 miles, more or less, to a point having a latitude of N. 38° 30' 33" and a longitude of W. 82° 00' 04", thence North 6.82 miles to the southerly right-of-way line of Interstate Route No. 64, thence with the southerly right-of-way line of Interstate Route No. 64 in an easterly direction 7.24 miles, thence south 33° 00' W. 0.15 miles to the place of beginning containing 3.14 square miles, more or less, being a portion of Hoak Magisterial District and containing generally the area north of the northerly right-of-way line of the Chesapeake and Ohio Railway and the southerly right-of-way line of Interstate Route No. 64, all of which are in Putnam County, State of West Virginia, as shown upon map prepared by J. E. Allara, Inc., 1314 Myers Avenue, Dunbar, West Virginia, dated June 14, 1966.

All persons residing in or owning or having any interest in property in said proposed public service district are hereby notified that the County Court of Putnam County will conduct a public hearing on September 1, 1981, at 10:00 o'clock A. M., in the County Court House at Winfield, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for or against the creation of the proposed public service district.

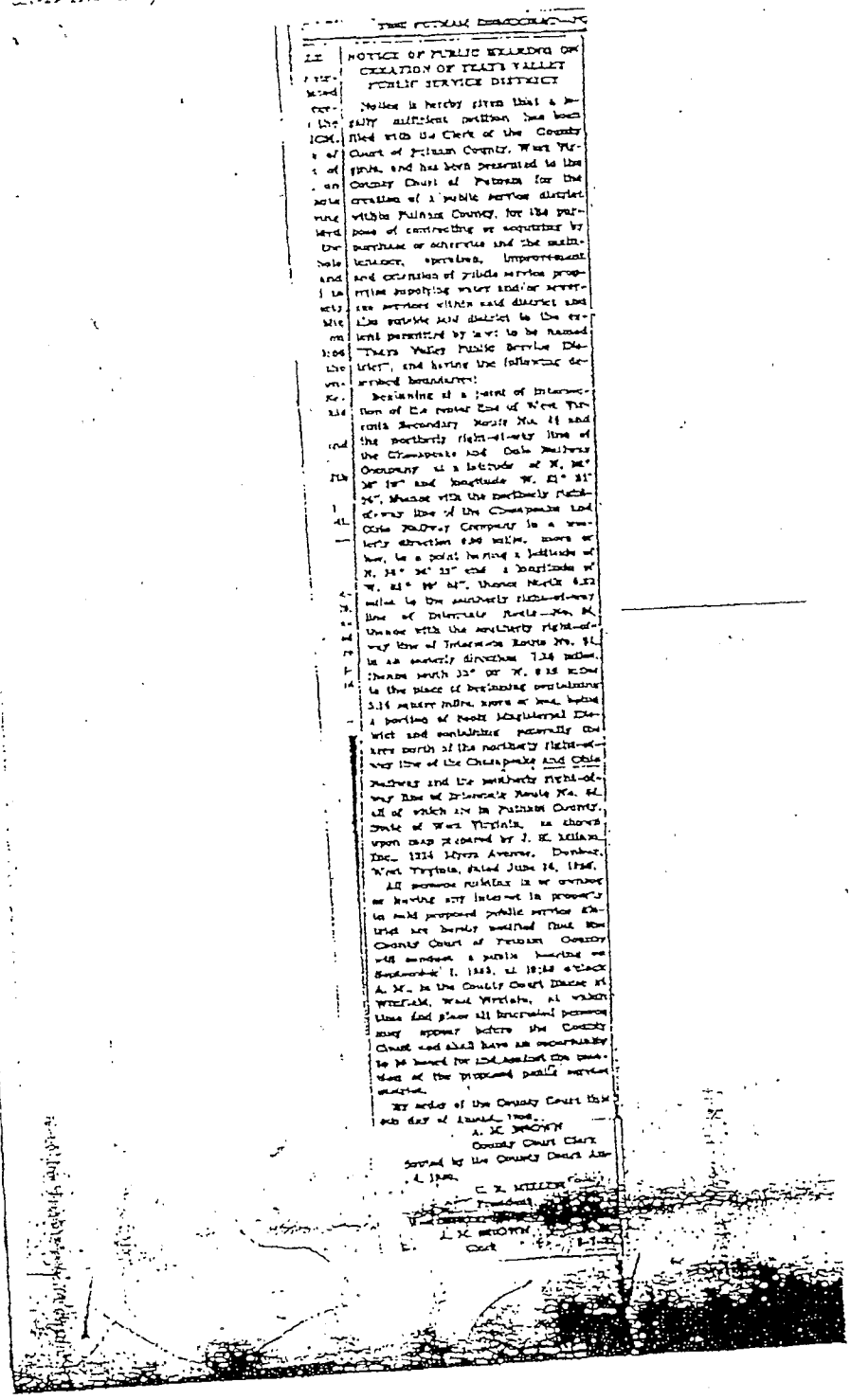
By order of the County Court this 3rd day of August, 1981.

A. K. [illegible]
County Court Clerk

Entered by the County Court August 4, 1981.

C. R. MILLER
President

L. K. [illegible]
Clerk



NOTICE OF PUBLIC HEARING ON CREATION OF TEAYS VALLEY PUBLIC SERVICE DISTRICT

Notice is hereby given that a petition sufficient petition has been filed with the Clerk of the County Court of Putnam County, West Virginia, and has been presented to the County Court of Putnam for the creation of a public service district within Putnam County, for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and/or sewerage services within said district and the public service district to the extent permitted by law; to be named "Teays Valley Public Service District", and having the following described boundaries:

Beginning at a point of intersection of the center line of West Virginia Secondary Route No. 41 and the northerly right-of-way line of the Chesapeake and Ohio Railway Company at a latitude of N. 38° 30' 10" and longitude W. 81° 51' 54", thence with the northerly right-of-way line of the Chesapeake and Ohio Railway Company in a westerly direction 0.96 miles, more or less, to a point having a latitude of N. 38° 30' 33" and a longitude of W. 81° 52' 21", thence North 0.83 miles to the southerly right-of-way line of Interstate Route No. 64, thence with the southerly right-of-way line of Interstate Route No. 64 in an easterly direction 7.24 miles, thence south 33° 00' W. 0.15 miles to the place of beginning containing 5.14 square miles, more or less, being a portion of Scott Magisterial District and containing generally the area north of the northerly right-of-way line of the Chesapeake and Ohio Railway and the northerly right-of-way line of Interstate Route No. 64, all of which are in Putnam County, State of West Virginia, as shown upon map prepared by J. H. Williams, Inc., 1334 Myers Avenue, Dunbar, West Virginia, dated June 14, 1988.

All persons residing in or owning or having any interest in property in said proposed public service district are hereby notified that the County Court of Putnam County will conduct a public hearing on September 1, 1988, at 10:30 o'clock A. M., in the County Court House at Winfield, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for or against the creation of the proposed public service district.

By order of the County Court this 6th day of June, 1988.

A. W. BROWN
County Court Clerk

Served by the County Court Aug. 4, 1988.

C. K. MILLER
President

L. K. BROWN
Clerk

1959

A Resolution and order fixing a date of hearing on the creation of a proposed public service district within Putnam County, West Virginia; and providing for the publication of a notice of such hearing.

WHEREAS, there has heretofore been filed in the office of the Clerk of the County Court of Putnam County, West Virginia, a petition to this County Court, for the creation of a public service district within Putnam County, West Virginia; and

WHEREAS, said County Court Clerk has presented such petition to this County Court at this meeting; and

WHEREAS, Pursuant to the provisions of Article 13A of Chapter 16 of the West Virginia Code this County Court upon presentation of such petition is required to fix a date of hearing on the creation of the proposed public service district:

NOW, THEREFORE, Be It and It Is Hereby Resolved and Ordered by the County Court of Putnam County, West Virginia, as follows:

Section 1. That the County Court of Putnam County, West Virginia hereby finds and declares that there has been filed in the office of the County Court Clerk and presented by said County Court Clerk to this County Court a petition for the creation of a public service district within Putnam County, West Virginia, which petition contains a description sufficient to identify the territory to be embraced within the proposed public service district and which petition has been signed by at least one hundred legal voters resident within and owning real property within the limits of the proposed public service district, and said County Court further finds and declares that said petition in all respects meets the requirements of Article 13A of Chapter 16 of the West Virginia Code.

Section 2. That said petition, among other things, states as follows:

(a). The name and corporate title of said Public service distric shall be "Teays Valley Public Service District".

(b). The territory to be embraced in said Public Service Distric shall be as follows:

Beginning at a point of intersection of the center line of West Virginia Secondary Route No. 44 and the Northerly right-of-way line of the Chesapeake and Ohio Railway Company at a latitude of N. 38° 26' 10" and longitude W. 81° 51' 24", thence with the northerly right-of-way line of the Chesapeake and Ohio Railway Company in a westerly direction 6.90 miles, more or less, to a point having a latitude of N. 38° 26' 23" and a longitude of W. 81° 59' 08", thence North 0.83 miles to the southerly right-of-way line of Interstate Route No. 64, thence with the southerly right-of-way lin of Interstate Route No. 64, in an easterly direction 7.35 miles, thenc south 30° 00' W. 0.85 miles to the place of beginning containing 5.14 square miles, more or less, being a portion of Scott Magisterial Distr and containing generally the area north of the northerly right-of-way line of the Chesapeake and Ohio Railway and the southerly right-of-way line of Interstate Route No. 64, all of which are in Putnam County, State of West Virginia, as shown upon map prepared by J. E. Milam, Inc. 1214 Myers Avenue, Dunbar, West Virginia, dated June 30, 1959.

(c). The purpose of said Public service district shall be to construct, or acquire by purchase or otherwise and maintain, operate, improve and extend properties supplying water and/or sewage services within such territory and also outside such territory to the extent permitted by law.

(d). The territory described above does not include within its limits the territory of any other Public Service District organized under Article 13A of Chapter 16 of the West Virginia Code, nor does such territory include within its limits any city, incorporated town or other municipal corporation.

Section 3. That on September 1, , 1959, at the hour of 10:00 o'clock A.M., this County Court shall meet in the County Court House at Winfield, West Virginia for the purpose of conducting a public hearing on the creation of the proposed public service district at which time and place all persons residing in or owning or having any interest in property in the proposed public service district may appear before this County Court and shall have an opportunity to be heard for and against the creation of said district, and at such hearing, this County Court shall consider and determine the feasibility of the creation of the proposed public service district

Section 4. That the County Court Clerk is hereby authorized and directed to cause notice of such hearing in substantially the form hereinafter set out to be published on Aug. 7 and 14th, 1959, in the Hurricane Breeze and Putnam Democrat, a newspaper of general circulation published in Putnam County.

NOTICE OF PUBLIC HEARING
ON CREATION OF TEAYS VALLEY
PUBLIC SERVICE DISTRICT

Notice is hereby given that a legally sufficient petition has been filed with the Clerk of the County Court of Putnam County, West Virginia, and has been presented to the County Court of Putnam for the creation of a public service district within Putnam County, for the purpose of constructing or acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and/or sewerage services within said district and also outside said district to the extent permitted by law; to be named "Teays Valley Public Service District", and having the following described boundaries:

Beginning at a point of intersection of the center line of West Virginia Secondary Route No. 44 and the northerly right-of-way line of the Chesapeake and Ohio Railway Company at a latitude of N. 38° 26' 10" and longitude W. 81° 51' 24", thence with the northerly right of-way line of the Chesapeake and Ohio Railway Company in a westerly direction 6.90 miles, more or less, to a point having a latitude of N. 38° 26' 23" and a longitude of W. 81° 59' 00", thence North 0.83 miles to the southerly right-of-way line of Interstate Route No. 64, thence with the southerly right-of-way line of Interstate Route No. 64, in an easterly direction 7.35 miles, thence south 30° 00' W. 0.85 miles to the place of beginning containing 5.14 square miles, more or less, being a portion of Scott Magisterial District and containing generally the area north of the northerly right-of-way line of the Chesapeake and Ohio Railway and the southerly right-of-way line of Interstate Route No. 64, all of which are in Putnam County, State of

West Virginia, as shown upon map prepared by J. M. Milam, Inc., 1214 Myers Avenue, Dunbar, West Virginia, dated June 30, 1959.

All persons residing in or owning or having any interest in property in said proposed public service district are hereby notified that the County Court of Putnam County will conduct a public hearing on September 1, 1959, at 10:00 o'clock A.M., in the County Court House at Winfield, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for and against the creation of the proposed public service district.

By order of the County Court this 4th day of August, 1959.

A M Brown
County Court Clerk

Adopted by the County Court August 4, 1959.

C B Mein
President

Attest:

A M Brown
Clerk

STATE OF WEST VIRGINIA)
) SS
COUNTY OF PUTNAM)

I, A. M. Brown, hereby certify that I am the duly qualified and acting Clerk of the County Court of Putnam County, West Virginia, and that the foregoing constitutes a true, correct and

COMMISSIONERS
STEPHEN A. ANDES
R. JOSEPH HAYNES
R. ANDREW SKIDMORE

Putnam County Commission

1208 WINFIELD ROAD
WINFIELD, WV 25213

PHONE: 586-0201
FAX: 586-0211

September 22, 2015

Mr. Stanley Booth
131 Leslie Place
Scott Depot, WV 25560

Dear Stan:

The Putnam County Commission is pleased to announce that we have re-appointed you to serve on the Putnam Public Service District Board. This term will be effective on September 1, 2015 and will expire on August 31, 2021.

Upon receipt of this letter, it will be necessary for you to appear before the County Clerk of this Commission at the courthouse to take the oath of office. Failure to do this could make a board vote nil and illegal, so taking this oath as soon as possible is extremely important for you. If for any reason you are unable to accept the re-appointment, please contact our office as soon as possible so we can make other arrangements.

We look forward to continue working with you in this capacity and thank you for your willingness to serve the citizens of Putnam County.

Sincerely,

PUTNAM COUNTY COMMISSION

R. Andrew Skidmore, President

ABSENT

R. Joseph Haynes, Commissioner

Stephen A. Andes, Commissioner

PCC:so

IN THE COUNTY COMMISSION OF PUTNAM COUNTY, WEST VIRGINIA

The County Commission of Putnam County, West Virginia, sitting in regular session this the 8th day of September, 2015 does hereby RE-APPOINT Mr. Stanley Booth, 131 Leslie Place, Scott Depot, WV 25560 to serve on the Putnam Public Service District Board, effective September 1, 2015 with a term to expire on August 31, 2021.

ENTER this 8th day of September, 2015.

R. Andrew Skidmore, President

R. Joseph Haynes, Commissioner

Stephen A. Andes, Commissioner

COMMISSIONERS
STEPHEN A. ANDES
RONALD R. FOSTER
R. ANDREW SKIDMORE

Putnam County Commission
120[illegible] ROAD
WIN[illegible] 25213

PHONE: (304) 586-0201
FAX: (304) 586-0211

July 27, 2017

Mr. Mark Smith
3687 Blue Lick Road
Winfield, WV 25213

Dear Mr. Smith:

The Putnam County Commission is pleased to announce that we have re-appointed you to serve on the Putnam Public Service District Board. This term will be effective on September 1, 2017 and will expire on August 31, 2023.

Upon receipt of this letter, it will be necessary for you to appear before the County Clerk of this Commission at the courthouse to take the oath of office. Failure to do this could make a board vote nil and illegal, so taking this oath as soon as possible is extremely important for you. If for any reason you are unable to accept the appointment, please contact our office as soon as possible so we may make other arrangements.

We look forward to working with you in this capacity and thank you for your willingness to serve the citizens of Putnam County.

Sincerely,

PUTNAM COUNTY COMMISSION

Stephen A. Andes, President

R. Andrew Skidmore, Commissioner

Ronald R. Foster, Commissioner

PPC:mk
cc: Board

COMMISSIONERS
STEPHEN A. ANDES
RONALD R. FOSTER
R. ANDREW SKIDMORE

Putnam County Commission
120 [illegible] ROAD
WINFIELD, WV 25213

PHONE: (304) 586-0201
FAX: (304) 586-0211

December 10, 2019

Mr. John Inghram
45 Kara Lane
Scott Depot, WV 25560

Dear Mr. Inghram:

The Putnam County Commission is pleased to announce that we have appointed you to serve on the Putnam Public Service District Board. This term will be effective on December 10, 2019 and will expire on August 31, 2025.

Upon receipt of this letter, it will be necessary for you to appear before the County Clerk of this Commission at the courthouse to take the oath of office. Failure to do this could make a board vote nil and illegal, so taking this oath as soon as possible is extremely important for you. If for any reason you are unable to accept the appointment, please contact our office as soon as possible so we may make other arrangements.

We look forward to working with you in this capacity and thank you for your willingness to serve the citizens of Putnam County.

Sincerely,

PUTNAM COUNTY COMMISSION

Ronald R. Foster, President

Stephen A. Andes, Commissioner

R. Andrew Skidmore, Commissioner

PPC:mk
cc: Board

OFFICIAL OATH

STATE OF WEST VIRGINIA,

PUTNAM COUNTY, SS:

I, JOHN INGHRAM, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of PUTNAM PUBLIC SERVICE DISTRICT BOARD to the best of my skill and judgment, SO HELP ME GOD.

Subscribed and sworn to before me this 11TH day of, DECEMBER, 2019.

_____

_____ CLERK
PUTNAM COUNTY COMMISSION
WINFIELD, WV

BY: _____ DEPUTY

IN THE COUNTY COMMISSION OF PUTNAM COUNTY, WEST VIRGINIA

The County Commission of Putnam County, West Virginia, sitting in regular session this 10th day of December, 2019 does hereby APPOINT John Inghram, 45 Kara Lane, Scott Depot, WV 25560 to serve on the Putnam Public Service District Board, effective December 10, 2019 with a term to expire on August 31, 2025.

ENTER this 10th day of December, 2019

Ronald R. Foster, President

Stephen A. Andes, Commissioner

R. Andrew Skidmore, Commissioner

RULES OF PROCEDURE

SOUTH PUTNAM PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: SOUTH PUTNAM PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at 107 South Poplar Fork Road, Scott Depot, Putnam County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed South Putnam Public Service District, and in the center "seal" as follows:

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 Public Service Board of this District shall be those persons appointed by The County Commission of Putnam 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 Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service 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 Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the second and fourth Tuesdays of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, 2 members shall constitute a quorum. Each member of the Public Service 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 3 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 thereat, and 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 (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of such Public Service Board, and the date, time, place and purpose of all special meetings of such Public Service 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 Public Service Board of the Public Service District at the front door or bulletin board of the Putnam County Courthouse and at the front door or bulletin board of the place fixed for regular meetings of the Public Service Board of the date, time and place fixed and entered of record by the Public Service 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 Public Service Board not less than 72 hours before such regular meeting is to be held. 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 Public Service Board at the front door or bulletin board of the Putnam County Courthouse and at the front door or bulletin board of the place fixed for the regular meetings of the Public Service Board not less than 72 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall 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.

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

PUTNAM PUBLIC SERVICE DISTRICT
Regular Meeting of the PSD Board
14 January 2021

MINUTES

Chairman Mark Smith called to order the regular meeting of the PSD Board at 9:07 am with Board members John Inghram and Stanley Booth present via Zoom conference. Staff members present included James Evers, Stephanie Sears, and Sharra Huffman.

ELECTION OF OFFICERS
Stanley Booth made the motion to elect Mark Smith as Chairman, John Inghram as Secretary, and himself as Treasurer. John Inghram seconded the motion and it was approved by unanimous vote.

RECOGNITION OF GUESTS
Individuals present for professional obligations will be addressed under the designated agenda item.

No guests were present.

MINUTES OF PREVIOUS MEETING
Stanley Booth made the motion to approve the Minutes of the December 17, 2020 regular meeting of the PSD Board that were provided to the Board prior to the meeting for their review. John Inghram seconded the motion and it was approved by unanimous vote.

Chairman Smith stated that the Minutes would be signed at the next meeting wherein the Board members are physically present.

FINANCIAL REPORT & PAYMENT OF REQUISITIONS
A status report of the District's bank accounts was provided to the Board for their review and discussion.

Requisition #1487 in the amount of $280,159.33 was presented to the Board for re-approval; and
Requisition #1488 in the amount of $90,683.00 was presented to the Board for re-approval; and
Requisition #1489 in the amount of $86,757.05 was presented to the Board for approval; and
Requisition #1490 in the amount of $288,044.88 was presented to the Board for approval; and
Requisition #1491 in the amount of $382,065.20 was presented to the Board for approval; and
Requisition #1492 in the amount of $768,012.21 was presented to the Board for approval.

Stanley Booth made the motion approving the requisitions as presented for payment. John Inghram seconded the motion and it was approved by unanimous vote.

Chairman Smith stated that the Payment of Requestions would be signed at the next meeting wherein the Board members are physically present.

CUSTOMER ADJUSTMENT REQUESTS

Next, Staff presented the customer adjustment requests.

Name/Address	Water	Sewer	Action
Chelsea Serrette 9816 Teays Valley Rd., Scott Depot	$42.91	$98.60	Approved
G.R. Stringer 315 Poplar Ests. Dr., Scott Depot	$61.01-1st $47.05-2nd		Approved
Michael Burchwell 2194-H Gilpen Rd., Winfield	$137.71	$228.15	Approved
Johnny W Thaxton 1562 Thistlewood Cir., Hurricane	$5.69	$13.07	Approved
Gary W Green 104 Oak St., Hurricane	$73.93-2nd	---	Approved
Jacob Haynes 4046 Farmington Dr., Hurricane	$17.06	$39.20	Approved
Diane Bailey 574 Chase Dr., Hurricane	$64.11-1st $49.63-2nd	$147.31-1st $114.05-2nd	Approved
Sandra Hill 62 Margaret St., Poca	---	$34.45-1st $42.77-2nd $28.51-3rd	Approved
Brittany Skaggs 8061 State Rt. 34 South, Hurricane	---	$460.94-1st $335.02-2nd $335.02-3rd	Approved

Following review, Stanley Booth made the motion to approve the customer adjustment requests as presented. John Inghram seconded the motion and it was approved by unanimous vote.

OLD BUSINESS

OFFICE FACILITY PROJECT

Mr. Evers updated the Board on the status of the Office Facility Project. Construction reports were provided to the Board for their review in the Board packet and power point presentation.

I-64 WATER MAIN REPLACEMENT PROJECT

Mr. Evers updated the Board on the status of the I-64 Water Main Replacement Project. The letter of terms for payment was presented to the Board. Mr. Evers presented the response to Bryman-Trumbull regarding the terms asking that the payment for the relocation project be made before the project begins or payment be made in a more timely manner.

2019 WATER PROJECTS

WATER TREATMENT CAPACITY IMPROVEMENT PROJECT

Mr. Evers updated the Board on the status of the Water Treatment Capacity Improvement Project. Stephanie Sears updated the Board on the status of the USDA and WDA (MBC) bond insurance being purchased to replace the District's reserve funds.

2019 SEWER PROJECTS

DEER VALLEY SEWER PROJECT

Mr. Evers updated the Board on the status of the Deer Valley Sewer Project. Todd Pauley has been in contact with Martin Peterbilt to acquire the deed for the new lift station property and easements for the force main.

COVID-19 RESPONSE & PREPARATIONS

Mr. Evers reported that no changes in operations have been made. Office remains closed to the public and is still experiencing larger than normal phone calls, but they are being handled by the staff. Mr. Evers also informed the Board that a total of 19 members of Putnam PSD staff, Board, and Operators have been or will be added to a list of people that will be eligible for the Covid-19 vaccine.

NEW BUSINESS

DEVELOPER PLANS

No new plans were presented.

NEW EPA LEAD AND COPPER RULE

Mr. Evers updated the Board on the new EPA Lead and Copper Rule and how it will affect Putnam Public Service District. Mr. Evers stated the new Rule is being looked at by Will Miller, Water Quality Superintendent, and that all aspects of the new Rule are being addressed.

OTHER BUSINESS

TOWN OF ELEANOR COMPLIANCE INSPECTION

Mr. Evers reported that Putnam PSD and the Town of Eleanor have received a copy of the DEP Compliance Inspection report and there are five Notice of Violations. Mr. Evers notified the Board that the Letter of Intent has been sent to the DEP and all NOV's have been addressed.

EXECUTIVE SESSION

The Board did not enter Executive Session

ADJOURNMENT

There being no further business, Stanley Booth made the motion to adjourn the regular meeting at 10:08 am. John Inghram seconded the motion and it was approved by unanimous vote.

Mark L. Smith, Chairman

Stanley W. Booth, Treasurer

John P. Inghram, Secretary

Minutes have been approved by the Board. Due to meeting via Zoom video conference, Chairman Smith stated that the Minutes would be signed at the next meeting wherein the Board members are physically present.

PUTNAM PUBLIC SERVICE DISTRICT
Regular Meeting of the PSD Board
27 May 2021

MINUTES

Chairman Mark Smith called to order the regular meeting of the PSD Board at 9:00 am with Board members Stanley Booth and John Inghram present. Staff members present included James Evers, Stephanie Sears, and David Bowles.

RECOGNITION OF GUESTS
Individuals present for professional obligations will be addressed under the designated agenda item.
The Board welcomed Rachel Pett from Steptoe & Johnson, PLLC and Greg Isaacs from Crews & Associates.

MANAGEMENT REPORTS
The Division Managers reports were provided to the Board for their review.

MINUTES OF PREVIOUS MEETING
Stanley Booth made the motion to approve the Minutes of the May 13, 2021 regular meeting of the PSD Board that were provided to the Board prior to the meeting for their review. John Inghram seconded the motion and it was approved by unanimous vote.

CUSTOMER ADJUSTMENT REQUESTS

Next, Staff presented the customer adjustment requests.

Name/Address	Water	Sewer	Action
Kelly Bowling 109 Teays Point, Saint Albans	---	$72.67-1st $70.98-2nd	Approved
Monte & Beverly Rautio 394 N. Poplar Fork Rd., Hurricane	$55.32-1st $47.05-2nd $47.05-3rd	---	Approved
Kim Willis 714 Jefferson St., Bancroft	---	$23.76-1st $53.46-2nd $72.47-3rd	Approved
Paul & Yvonne Bentley 387 Stewart Rd., Hurricane	---	$128.30-1st $190.08-2nd $255.42-3rd $323.14-4th $247.10-5th	Approved
Heather Sprouse 347 Paul Rd., Hurricane	---	$362.34	Approved
Tracy Wilson 247 Irene Cir., Hurricane	---	$554.80-1st $58.21-2nd	Approved

Following review, Stanley Booth made the motion to approve the customer adjustment requests as presented. John Inghram seconded the motion and it was approved by unanimous vote.

FINANCIAL REPORT & PAYMENT OF REQUISITIONS

A status report of the District's bank accounts was provided to the Board for their review and discussion.

Requisition #1509 in the amount of $155,209.63 was presented to the Board for re-approval; and Requisition #1510 in the amount of $209,384.77 was presented to the Board for approval; and Requisition #1511 in the amount of $329,845.66 was presented to the Board for approval.

Stanley Booth made the motion approving the requisitions as presented for payment. John Inghram seconded the motion and it was approved by unanimous vote.

OLD BUSINESS

OFFICE FACILITY PROJECT

Mr. Evers and Mr. Bowles updated the Board on the status of the Office Facility Project. Construction reports provided in the Board packet.
Mr. Evers informed the Board that they will be doing the "Punch List Walkthrough" on the new office building on June 3, 2021. The office furniture is scheduled to arrive on June 7, 2021.

I-64 WATER MAIN REPLACEMENT PROJECT

Mr. Evers updated the Board on the status of the I-64 Water Main Replacement Project. Mr. Bowles informed the Board that the contractor, Stonegate Construction, has made three of the four bores under I-64. The last bore is scheduled for next week and the 16-inch line will be installed.

COVID-19 RESPONSE & PREPARATIONS

Mr. Evers reported that no changes in operations have been made. Office is open to the public and is still experiencing larger than normal phone calls, but they are being handled by the staff. Mr. Evers informed the Board that the mask restriction for employees in the office has been lifted.

PUTNAM COUNTY COMMISSION REQUEST FOR WVAW INQUIRY INTO THE ACQUISITION OF PUTNAM PSD

Chairman Smith made the recommendation to Mr. Evers and Ms. Sears to shelve the investigation of the sewer portion of the due diligence check list due to the time needed for end of the fiscal year, budget reviews, and Bond refinancing's.

NEW BUSINESS

WORK COMPENSATION, LIABILITY, AND MOTOR VEHICLE INSURANCE RENEWALS

Mr. Evers and Ms. Sears presented to the Board the quote from Grundy Insurance for liability and motor vehicle insurance totaling $142,901.84. Following discussion, Stanley Booth made the

motion to renew the Insurance coverage as presented. John Inghram seconded the motion and it was approved by unanimous vote.
Next, Mr. Evers and Ms. Sears presented the quote from Encova for workers compensation insurance totaling $27,088.00. Following discussion, Stanley Booth made the motion to renew the workers compensation insurance coverage as presented. John Inghram seconded the motion and it was approved by unanimous vote.

CONSIDERATION FOR ADOPTION A RESOLUTION: SERIES 2021A SEWER (TAXABLE)

Greg Isaacs of Crews & Associates and Rachel Pett of Steptoe & Johnson presented the following:
A RESOLUTION AUTHORIZING THE ADVANCE REFUNDING OF THE ISSUER'S OUTSTANDING SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF SEWER REFUNDING REVENUE BONDS, SERIES 2021 A (TAXABLE) OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $8,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.
Consideration for Adoption a Supplemental Parameters Resolution provides for the issuance of the above-described Sewer Refunding Revenue Bonds, Series 2021 A (Taxable), within the terms and limitations set forth therein.
Following discussion, Stanley Booth made the motion to adopt the Series 2021A Sewer (Taxable) resolution. John Inghram seconded the motion and it was approved by unanimous vote.

CONSIDERATION FOR ADOPTION A RESOLUTION: SERIES 2021B SEWER (TAX-EXEMPT)

Greg Isaacs of Crews & Associates and Rachel Pett of Steptoe & Johnson presented the following:
A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING SEWER REVENUE BONDS, SERIES 2009 A, SEWER REVENUE BONDS, SERIES 2012 A, SEWER REVENUE BONDS, SERIES 2013 B, SEWER REVENUE BONDS, SERIES 2013 C, SEWER REVENUE BONDS, SERIES 2013 D, SEWER REVENUE BONDS, SERIES 2013 E AND SEWER REVENUE BONDS, SERIES 2013 F BONDS, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SANITARY SEWERAGE SYSTEM OF THE DISTRICTAND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF SEWER REFUNDING REVENUE BONDS, SERIES 2021 B (TAX-EXEMPT) OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $27,000,000, PROVIDING FOR THE

RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

Consideration for Adoption a Supplemental Parameters Resolution provides for the issuance of the above-described Sewer Refunding Revenue Bonds, Series 2021 B (Tax-Exempt), within the terms and limitations set forth therein.

Following discussion, Stanley Booth made the motion to adopt the Series 2021B Sewer (Tax-exempt) resolution. John Inghram seconded the motion and it was approved by unanimous vote.

CONSIDERATION FOR ADOPTION A RESOLUTION: SERIES 2021A WATER

Greg Isaacs of Crews & Associates and Rachel Pett of Steptoe & Johnson presented the following:

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

Consideration for Adoption a Supplemental Parameters Resolution provides for the issuance of the above-described Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt), within the terms and limitations set forth therein.

Following discussion, Stanley Booth made the motion to adopt the Series 2021A Water resolution. John Inghram seconded the motion and it was approved by unanimous vote.

DEVELOPER PLANS

No new plans were presented.

OTHER BUSINESS

No other business was discussed.

EXECUTIVE SESSION

The Board did not enter Executive Session.

ADJOURNMENT

There being no further business, Stanley Booth made the motion to adjourn the regular meeting at 10:55am. John Inghram seconded the motion and it was approved by unanimous vote.

Mark L. Smith, Chairman

Stanley W. Booth, Treasurer

John P. Inghram, Secretary

RECEIVED
16 JUN 29 PM 3:11

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

PUTNAM PUBLIC SERVICE DISTRICT, a public utility

OF

SCOTT DEPOT, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

WATER

at Scott Depot and vicinity (Teays Valley, Putnam County) and in areas formerly served by Sunnybrook Water Association, Ventroux Water Association and Putnam Utilities Corporation

Filed with THE PUBLIC SERVICE COMMISSION
Of
WEST VIRGINIA

Issued June 29, 2016

Effective for service rendered on or after July 29, 2016
or as otherwise provided herein

Issued Pursuant To *West Virginia Code §16-13A-9,*
May 12, 2016 Resolution of the Putnam Public
Service District, and the June 14, 2016 Resolution
of the Putnam County Commission

RESUW Putnam 16A

Issued by PUTNAM PUBLIC SERVICE DISTRICT, a public utility

By Robert R. Rodecker

Its Counsel
Title

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Water 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.

SCHEDULE 1

APPLICABILITY

Applicable within the entire territory served except the Kanawha Orchard Industrial customers.

AVAILABILITY

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

(I) RATES (customers with metered water supply)

First	2,000 gallons used per month	Minimum Rate According to Meter Size
Next	23,000 gallons used per month	$5.84 per 1,000 gallons
Next	975,000 gallons used per month	$5.37 per 1,000 gallons
Next	1,000,000 gallons used per month	$3.69 per 1,000 gallons

(I) MINIMUM CHARGE

No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or 3/4	inch meter	$ 22.16 per month
1	inch meter	$ 55.40 per month
1 - 1/4	inch meter	$ 80.88 per month
1 - 1/2	inch meter	$ 110.80 per month
2	inch standard meter	$ 177.28 per month
2	inch compound meter	$ 177.28 per month
2	inch turbine meter	$ 221.60 per month
3	inch compound meter	$ 332.40 per month
3	inch turbine meter	$ 531.84 per month
4	inch compound meter	$ 554.00 per month
4	inch turbine meter	$ 930.72 per month
6	inch compound meter	$ 1,108.00 per month
6	inch turbine meter	$ 2,038.72 per month
8	inch compound meter	$ 1,772.80 per month
8	inch turbine meter	$ 3,545.60 per month

(I) Indicates increase

SCHEDULE 1 (Continued)

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.

RECONNECTION

$25.00. To be charged whenever the supply of water is turned off for violations of rules, non- payment of bills, or fraudulent use of water.

TAP FEE

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

(C) 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 $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

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

(C) Indicates change in text

SCHEDULE 1 (Continued)

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST

A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase

SCHEDULE 1-A

APPLICABILITY

Applicable within the area formerly served by Kanawha Orchard Public Service District for industrial customers only.

AVAILABILITY

Available for industrial water service.

(I) RATES (customers with metered water supply)

First	3,000 gallons used per month	Minimum Rate According To Meter Size
Next	7,000 gallons used per month	$8.15 per 1,000 gallons
All Over	10,000 gallons used per month	$7.77 per 1,000 gallons

(I) MINIMUM CHARGE

No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or 3/4	inch meter	$ 25.68 per month
1	inch meter	$ 64.20 per month
1 - 1/2	inch meter	$ 128.40 per month
2	inch standard meter	$ 205.44 per month
2	inch compound meter	$ 205.44 per month
2	inch turbine meter	$ 256.80 per month
3	inch compound meter	$ 385.20 per month
3	inch turbine meter	$ 616.32 per month
4	inch compound meter	$ 642.00 per month
4	inch turbine meter	$ 1,078.56 per month
6	inch compound meter	$ 1,284.00 per month
6	inch turbine meter	$ 2,362.56 per month
8	inch compound meter	$ 2,054.40 per month
8	inch turbine meter	$ 4,108.80 per month

(I) Indicates increase

SCHEDULE 1-A (Continued)

(N) 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.

RECONNECTION

$25.00. To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

TAP FEE

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

A tap fee of $200.00 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 preconstruction 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 $200.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

(N) Indicates new

SCHEDULE 1-A (Continued)

RETURNED CHECK CHARGE

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

SECURITY DEPOSIT

Not to exceed two twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST

A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase

SCHEDULE 2

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY OF SERVICE
Available for private fire protection.

(I) RATES
The monthly rate for private fire protection will be $49.86 per hydrant to sprinkler connection.

FIRE SERVICE TAP FEE
The tap for connection of private fire hydrants or sprinkler connections shall be the actual cost of making said connection.

(I) RECONNECTION
$25.00 To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

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

SCHEDULE 3

The following schedule shall be utilized for determining the monthly emergency standby surcharge for those months, if any, where the District is required to purchase large volumes of water from West Virginia-American Water Company due to extraordinary drought conditions.

MONTH: _____

LINE NO.		M. GALLONS
1. Sales to General Customers – Same Month Last Year		_____
2. Less: Sales to Large Customers (Over 100 M. Gallons Per Month) Same Month Last Year		_____
3. Add: Sales to Large Customers This Month		_____
4. Add: Sales for Resale This Month		_____
5. Denominator		_____
6. WV-American Water Purchases – M. Gallons		_____
7. WV-American Water Purchases- Less	$ _____ (-) _____	_____
8. Amount Per M. Gallons To Be Recovered – Line 7 ÷ 5	_____ ÷ _____	
9. Surcharge Amount		$ _____

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Writer's Contact Information

June 29, 2021

Putnam Public Service District
Scott Depot, West Virginia

Crews & Associates, Inc.
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Build America Mutual Assurance Company
New York, New York

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds Series 2021 A (Tax-Exempt)

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance by Putnam Public Service District (the "Issuer") of its $16,055,000 in aggregate principal amount Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds").

The Series 2021 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 of the Code of West Virginia, 1931, as amended (the "Act") and a Bond Resolution duly adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution duly adopted by the Issuer on May 27, 2021, and the Certificate of Determinations dated June 23, 2021, executed by the Chairman of the Issuer in connection therewith (collectively, the "Resolution") and are subject to all the terms and conditions of the Resolution. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution.

The Series 2021 A Bonds are issued for the purposes of (i) refunding the Issuer's (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of

Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "Bonds Being Refunded"); (ii) funding the Series 2021 A Bonds Reserve Account; and (iii) paying costs of issuance of the Series 2021 A Bonds and related costs.

The Series 2021 A Bonds have been sold to Crews & Associates, Inc. (the "Purchaser"), pursuant to a Bond Purchase Agreement dated June 23, 2021, and accepted by the Issuer (the "Purchase Agreement").

As to questions of fact material to our opinion, we have relied upon representations of the Issuer, the Purchaser and other entities contained in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and in the certified proceedings and other certifications of certain officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants of the Issuer, the Purchaser and other entities pertaining to tax matters set forth in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and with certain certificates delivered in connection with the issuance of the Series 2021 A Bonds, we are of the opinion, under existing law, that:

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision under and pursuant to the laws of the State of West Virginia, with full power and authority to adopt the Resolution, enter into the Continuing Disclosure Agreement and the Purchase Agreement, perform its obligations under the terms and provisions thereof and to issue and sell the Series 2021 A Bonds, all under the provisions of the Act and other applicable provisions of law.

2. The Issuer, through its governing body, has legally and effectively adopted the Resolution, has authorized, executed and delivered the Purchase Agreement and the Continuing Disclosure Agreement and has issued and delivered the Series 2021 A Bonds to the Purchaser pursuant to the Purchase Agreement. The Resolution is in full force and effect as of the date hereof.

3. The Debt Service Reserve Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid, legal, binding and enforceable instrument of the Issuer in accordance with its terms.

4. The Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents.

5. The Series 2021 A Bonds have been duly authorized, issued, executed and delivered by the Issuer and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Resolution and secured by a first lien on and pledge of the Net Revenues of the System, on parity with the liens, pledge and source of and security for payment in favor of the holders of the Prior Bonds, all in accordance with the terms of the Series 2021 A Bonds and the Resolution.

6. Under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2021 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. Ownership of tax-exempt obligations, including the Series 2021 A Bonds, may result in collateral federal income tax consequences to certain taxpayers. We offer no opinion as to such collateral tax consequences except as expressly set forth in paragraphs 5 and 6. Prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors as to such consequences. The opinions set forth above are subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code") that must be satisfied subsequent to issuance of the Series 2021 A Bonds for interest thereon to be or continue to be excludable from gross income for federal income tax purposes and all certifications, covenants and representations which may affect the excludability from gross income of the interest on the Series 2021 A Bonds set forth in the Resolution and the Tax and Non-Arbitrage Certificate. Failure to comply with such Code provisions or such certifications, covenants and representations could cause the interest on the Series 2021 A Bonds to be includable in gross income retroactive to the date of issuance of the Series 2021 A Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Series 2021 A Bonds except as expressly set forth in paragraph 5 and 6.

7. The initial public offering prices of the Series 2021 A Bonds maturing on June 1, 2028, June 1, 2036, June 1, 2046 and June 1, 2051 (collectively, the "Discount Bonds"), are less than that amounts payable on the Discount Bonds at maturity. The difference between the initial public offering price at which the Discount Bonds were sold and the amount payable at maturity constitutes an original issue discount ("OID"). In the case of any original Holder of a Discount Bond, the amount of the OID which is treated as having accrued with respect to such Discount Bond is added to the cost basis of the Holder in determining, for federal income tax purposes, gain or loss upon its disposition (including its sale, redemption or payment at maturity). We are of the opinion that amounts received upon such disposition which are attributable to accrued OID will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Interest in the form of OID is treated as compounding semiannually on days which are determined by reference to the maturity date of the Discount Bonds. The amount of OID, which is treated as having accrued in respect of a Discount Bond for any particular semiannual compounding period, is equal to the difference between the product of (a) one-half of the yield for the Discount Bonds (adjusted as necessary for an initial short period) and (b) the tax basis of the

Discount Bond during such period. For purposes of the preceding sentence, the tax basis of a Discount Bond, if held by an original purchaser, can be determined by adding to the initial public offering price of such Discount Bond the OID that is treated as having accrued during all prior semiannual compounding periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, the OID which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amount among the days in such compounding period. Holders of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of OID accrued upon sale or redemption of such Discount Bonds, and with respect to the state and local tax consequences of owning such Discount Bonds.

8. The Series 2021 A Bonds maturing on June 1, 2022, June 1, 2023, June 1, 2024, June 1, 2030, June 1, 2031 and June 1, 2041 ("OIP Bonds") will be sold with an original issue premium ("OIP"). The OIP will be equal to the excess of a holder's tax basis in the OIP Bonds over the amount payable at maturity or, in the case of OIP Bonds subject to redemption, the amount payable on the redemption date. Under current law, the OIP for an OIP Bonds must be amortized on an annual basis by the holder thereof. The amount of OIP amortized each year will not be deductible for federal income tax purposes. Further, Section 1016 of the Code requires that the amount of annual amortization for the OIP Bonds be deducted from the holder's tax basis in such OIP Bonds. This reduction in a holder's tax basis will affect the amount of capital gain or loss to be recognized by the holder when the OIP Bonds are sold or redeemed. Holders of OIP Bonds should consult their tax advisors with respect to the determination and treatment of amortizable OIP for federal income tax purposes, and with respect to the state and local tax consequences of owning such OIP Bonds.

9. Under the Act, the Series 2021 A Bonds are exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Series 2021 A Bonds is exempt from personal and corporate income taxes imposed directly thereon by the State.

10. The Bonds Being Refunded have been paid within the meaning and with the effect expressed in the resolutions pursuant to which the Bonds Being Refunded were issued, and the covenants, agreements and other obligations of the Issuer to the holders and owners of the Bonds Being Refunded have been satisfied and discharged.

It is to be understood that the rights of the holders of the Series 2021 A Bonds and the enforceability of liens, pledges, rights or remedies with respect to the Series 2021 A Bonds and the Resolution are subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the application of public policy, general principles of equity and the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Bonds Nos. AR-1 through AR-13 of said Series 2021 A Bonds and, in our opinion, said Series 2021 A Bonds are in proper form and have been duly executed and authenticated.

We do not express any opinion as to the sufficiency or accuracy of the material, information or financial statements which are set forth in the Official Statement prepared and used in connection with the offering and sale of the Series 2021 A Bonds.

The opinions expressed in this letter are based upon the law in effect on the date hereof, and may be affected by actions taken or omitted or events occurring after the date hereof, including subsequent interpretations of the applicable law by competent judicial, regulatory and administrative authorities that modify, revoke, supplement, reverse, overrule or otherwise change applicable law and current interpretations thereof. We assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise, or to determine or to inform any person whether any such actions are taken or omitted, or any such events occur.

This opinion is intended solely for the benefit of the addressee and may not be relied upon by any other person or entity without, in each such case, our express written consent.

Very truly yours,

Steptoe & Johnson PLLC

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Writer's Contact Information

June 29, 2021

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Putnam Public Service District
Scott Depot, West Virginia

Crews & Associates, Inc.
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance and sale by Putnam Public Service District (the "Issuer") of its $16,055,000 aggregate principal amount of Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt) (the "Series 2021 A Bonds"). In our capacity as bond counsel, we are delivering an opinion of even date herewith concerning the legality of the Series 2021 A Bonds and the exclusion of interest on the Series 2021 A Bonds from gross income for federal income tax purposes (the "Bond Opinion"). We have examined the documents and instruments as described in the Bond Opinion, the Bond Purchase Agreement (hereinafter defined), the Official Statement and such other matters as we have deemed necessary or appropriate to render this opinion. Words and terms used in this opinion shall have the meanings assigned to them in the Bond Purchase Agreement dated June 23, 2021 (the "Bond Purchase Agreement"), between the Issuer and Crews & Associates, Inc. (the "Underwriter").

Based upon the foregoing, we are of opinion that:

(1) The Bond Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the Underwriter and that it is a binding agreement of the Underwriter in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the Issuer.

(2) The Series 2021 A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(3) The statements contained in the Official Statement under the caption "Tax Matters" are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption.

(4) Nothing has come to our attention which would lead us to believe that the statements contained in the Official Statement under the captions "FINANCING PLAN," "THE SERIES 2021 A BONDS" (except for the statements referred to therein under "Book-Entry Only System" with respect to The Depository Trust Company), "SECURITY FOR THE SERIES 2021 A BONDS," "APPENDIX D – Form of Opinion of Bond Counsel," "APPENDIX F – Form of Bond Resolution and Supplemental Parameters Resolution" and "APPENDIX F – Book-Entry Only System" insofar as such statements contained under such captions purport to summarize certain matters set forth therein and certain provisions of the Resolution, do not present fairly in all material respects the matters referred to therein.

Very truly yours,

STEPTOE & JOHNSON PLLC

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June 29, 2021

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Putnam Public Service District
Scott Depot, West Virginia

Crews & Associates, Inc.
Charleston, West Virginia

Ladies and Gentlemen:

We have acted as counsel for Putnam Public Service District, West Virginia (the "Issuer") in connection with the sale of the Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in the aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds"), which are being delivered and sold pursuant to a Bond Purchase Agreement dated as of June 23, 2021 (the "Bond Purchase Agreement") between Crews & Associates, Inc. (the "Underwriter") and the Issuer. Any capitalized term used herein and not defined herein shall have the meaning assigned to it in the Bond Purchase Agreement and the Bond Legislation (hereinafter defined).

In this connection, we have reviewed and examined certain proceedings and documents with respect to the Series 2021 A Bonds, any such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion and the laws of the State of West Virginia, including Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), the Bond Resolution of the Issuer relating to the Series 2021 A Bonds adopted by the Public Service Board (the "Board") of the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted by the Board of the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Board (collectively, the "Bond Legislation"), the Bond Purchase Agreement and the Official Statement dated June 23, 2021, with respect to the issuance and offering of the Series 2021 A Bonds (the "Official Statement"), and certifications of the Issuer.

Based on such review and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(1) The Issuer is a public service district, political subdivision and public corporation of the State of West Virginia.

(2) The Issuer has complied with all requirements of the Act and State Law that must be satisfied in connection with the issuance of the Series 2021 A Bonds.

(3) The Issuer has the power and authority to operate the System and to set and enforce rates.

(4) The Chairman of the Board of the Issuer and the members of the Board all have been duly elected or appointed.

(5) The Issuer adopted a resolution dated May 12, 2016 prescribing rates and charges for the System which was approved by The County Commission of Putnam County by resolution dated June 14, 2016. Such rates, filed at the Public Service Commission of West Virginia as Tariff No. 8, remain in full force and effect.

(6) No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Issuer or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance or delivery of the Series 2021 A Bonds, or the collection of Gross Revenues of the System, or of the Net Revenues pledged or to be pledged to pay the principal of and interest on the Series 2021 A Bonds, or in any way contesting or affecting the validity or enforceability of the Series 2021 A Bonds, the Bond Legislation, the Undertaking or the Bond Purchase Agreement, or contesting the powers of the Issuer with respect to the Series 2021 A Bonds, the Resolution, the Undertaking or the Bond Purchase Agreement or any transaction described in or contemplated by the Official Statement.

(7) The Official Statement, as amended or supplemented to the date hereof (except as aforesaid), contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein regarding the Issuer, in light of the circumstances under which they were made, not misleading.

(8) The statements contained in the Official Statement under the captions "FINANCING PLAN," "THE DISTRICT AND THE SYSTEM," "INVESTMENT CONSIDERATIONS," "ABSENCE OF MATERIAL LITIGATION," "CONTINUING DISCLOSURE," and "APPENDIX B – The District and the System" insofar as such statements contained under such captions purport to summarize certain matters set forth therein and certain provisions of the Bond Legislation, are accurate and present a fair summary of the matters referred to therein.

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

Very truly yours,

STEPTOE & JOHNSON, PLLC

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June 29, 2021

Crews & Associates, Inc.
Charleston, West Virginia

Re: $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Ladies and Gentlemen:

We have acted as counsel to you, Crews & Associates, Inc. (the "Underwriter"), in connection with your purchase of the above-referenced bonds (the "Bonds") pursuant to a Bond Purchase Agreement dated June 23, 2021 (the "Purchase Agreement") between the Putnam Public Service District (the "Issuer") and you. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

In connection with rendering this opinion, we have examined the Preliminary Official Statement dated June 11, 2021, the Official Statement dated June 23, 2021, the Purchase Agreement, the Continuing Disclosure Agreement dated June 29, 2021 (the "Undertaking"), and Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended and presently in effect (the "Rule").

It is our opinion that the Undertaking, which provides for an undertaking for the benefit of the holders, including beneficial holders, of the Bonds to provide certain annual financial information and event notices to repositories at the times and in the manner required by the Rule, would satisfy as to form in all material respects the requirements of subparagraph (b)(5) of the Rule in effect as of the date hereof and applicable to continuing disclosure agreements.

In addition, we are of the opinion under existing law that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, to assist you in your investigation concerning the Official Statement, we have reviewed certain documents and have participated in telephone conferences in which the contents of the Official Statement and related matters were discussed. During the course of our work on this matter, no facts have come to the attention of attorneys in our firm rendering legal services in connection with such issuance that cause us to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and the date hereof (except in each case for any financial, accounting, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any management discussion and analysis or any information relating to

The Depository Trust Company and the book entry only system contained in the Official Statement and its Appendices included therein, which we expressly exclude from the scope of this sentence), contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This opinion is solely for the benefit of, and may be relied upon only by, the Underwriter; and it is not to be used, circulated, quoted or otherwise referred to for any other purpose, except that a copy hereof may be included in the transcript of closing documents pertaining to the delivery of the Bonds.

Very truly yours,

Jack Kelly PLLC

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

GENERAL CERTIFICATE OF PUTNAM PUBLIC SERVICE DISTRICT ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. PUBLIC SERVICE COMMISSION APPROVAL
5. RATES
6. AWARD OF BONDS; SIGNATURES
7. DELIVERY AND PAYMENT
8. CERTIFICATION OF DOCUMENTS
9. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
10. MEETINGS, ETC.
11. INCUMBENCY AND OFFICIAL NAME
12. DEFEASANCE OF RUS BONDS
13. SPECIMEN BONDS
14. NO FEDERAL GUARANTY
15. IRS INFORMATION RETURN
16. OFFICIAL STATEMENT CERTIFICATION
17. CERTIFICATIONS REGARDING BOND PURCHASE AGREEMENT
18. CONTINUING DISCLOSURE AGREEMENT
19. DESIGNATION OF REGISTRAR AND PAYING AGENT
20. COUNTERPARTS

We, the undersigned CHAIRMAN and SECRETARY of Putnam Public Service District, West Virginia (the "Issuer"), hereby certify this 29th day of June, 2021 in connection with the $16,055,000 aggregate principal amount of Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"); as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meanings as set forth in the Bond Resolution of the Issuer adopted May 27, 2021, as supplemented by a Supplemental Parameters Resolution of the Issuer adopted May 27, 2021 and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Issuer (collectively, the "Bond Legislation") or the Bond Purchase Agreement (defined herein).

2. NO LITIGATION: Except as otherwise disclosed in the Official Statement, no controversy or litigation of any nature is now pending or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the issuance, sale and delivery of the Series 2021 A Bonds, the refunding of the (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of

Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, "RUS Bonds"); the collection of the Gross Revenues of the System, or the pledge of the Net Revenues to the payment of the principal and interest on the Series 2021 A Bonds, nor in any manner questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Series 2021 A Bonds, nor in any manner affecting the validity or enforceability of the Series 2021 A Bonds, the Bond Legislation or the Bond Purchase Agreement, dated June 23, 2021 (the "Bond Purchase Agreement"), by and between the Issuer and Crews & Associates, Inc. (the "Underwriter") or any agreement or instrument relating thereto, used or contemplated by the Bond Purchase Agreement or any provisions made or authorized for the payment of the Series 2021 A Bonds; nor in any manner questioning the valid existence of the Issuer or the authority or titles of the Chairman, Secretary and the members of the public service board of the Issuer to their respective offices; nor in any manner questioning any proceeding, procedure, action or thing followed, taken or done in connection with the issuance, sale and delivery of the Series 2021 A Bonds or the refunding and payment of the RUS Bonds, which is not set forth in the Official Statement relating to the Series 2021 A Bonds.

3. GOVERNMENTAL APPROVALS: All applicable approvals and certificates required by law for operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2021 A Bonds, have been obtained as of the date hereof and remain in full force and effect.

4 PUBLIC SERVICE COMMISSION APPROVAL: The refunding of the RUS Bonds does not require approval from the Public Service Commission of West Virginia.

5. RATES: The Issuer adopted a resolution dated May 12, 2016 prescribing rates and charges for the System which was approved by The County Commission of Putnam County by resolution dated June 14, 2016. Such rates, filed at the Public Service Commission of West Virginia as Tariff No. 8, remain in full force and effect.

6. AWARD OF BONDS; SIGNATURES: The Series 2021 A Bonds were awarded to Crews & Associates, Inc. pursuant to the terms of the Bond Purchase Agreement at an aggregate purchase price of $15,952,710.70 (par amount of $16,055,000 plus a net reoffering premium in the amount of $138,535.70, and less an underwriter's discount of $240,825.00).

As of the date hereof, the Series 2021 A Bonds were duly signed by the manual signature of the Chairman, and the official seal of the Issuer, which seal is impressed upon this Certificate, was impressed or imprinted thereon and attested by the manual signature of the Secretary.

7. DELIVERY AND PAYMENT: On the date hereof the undersigned Chairman did deliver to the Underwriter the entire issue of the Series 2021 A Bonds, numbered AR-1 to AR-13.

At the time of delivery of the Series 2021 A Bonds, there was paid to the Issuer (or others, on behalf of the Issuer) the agreed purchase price therefor as follows:

Par Amount of Series 2021 A Bonds	$16,055,000.00
Plus: Net Reoffering Premium	138,535.70
Less: Underwriter's Discount	(240,825.00)
Total	$15,952,710.70

Series 2021 A Bonds proceeds in the amount of $15,952,710.70 was made in immediately available funds (federal funds wire) and was used as follows:

Payoff RUS Bonds	$10,679,058.61
Deposit to Project Construction Fund	5,000,000.00
Surety Bond Fee	20,973.23
Bond Insurance Premium	104,779.69
Cost of Issuance and Rounding	147,899.17
Total Uses	$15,952,710.70

8. CERTIFICATION OF DOCUMENTS: There are delivered herewith true and correct copies of the following documents, all which remain in full force and effect and have not been amended, modified, supplemented or repealed unless changed by the terms of other documents listed below:

Bond Resolution

Supplemental Parameters Resolution

Certificate of Determinations

County Commission Orders Relating to Creation of District

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Legislation

Preliminary Official Statement

Official Statement

Bond Purchase Agreement

Continuing Disclosure Agreement

Consent of WDA

Receipt and Release of RUS Bonds

Prior Bond Resolutions

9. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: Except as otherwise disclosed in the Official Statement, there has been no adverse change in the financial condition of the Issuer or the System since June 11, 2021.

There are outstanding obligations of the Issuer which will rank on a parity with or junior and subordinate to the Series 2021 A Bonds as to liens, pledge and source of and security for payment, being the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds") (collectively, the "Prior Bonds").

The Series 2021 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2021 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 as required by the Bond Legislation are met; (ii) the written consent, if required, of the Holders of the Prior Bonds to the issuance of the Series 2021 A Bonds on a parity with the Prior Bonds. The Series 2020 A Bonds do not require written consent. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenue or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

10. 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 2021 A Bonds were authorized or adopted at meetings of the public service board of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Issuer, and all applicable statutes, including Chapter 6, Article 9A of the Official West Virginia Code of 1931, as amended, and a quorum of duly elected, qualified and acting members of the public service board was present and acting at all times during all such meetings.

11. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Putnam Public Service District." The Issuer is a Public Service District and public corporation duly created by The County Commission of Putnam 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
Mark L. Smith	September 1, 2017	August 31, 2023
John Inghram	December 10, 2019	August 31, 2025
Stanley W. Booth	September 1, 2015	August 31, 2021

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 2021 are as follows:

Chairman - Mark L. Smith
Secretary - John Inghram

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

12. DEFEASANCE OF RUS BONDS: As of the date hereof, the RUS Bonds have been prepaid and refunded and the liens and pledges securing the RUS Bonds have been discharged and defeased.

13. SPECIMEN BONDS. Delivered concurrently herewith are true and accurate specimens of the Series 2021 A Bonds.

14. NO FEDERAL GUARANTY: The Series 2021 A Bonds are not, in whole or part, and will not be, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

15. IRS INFORMATION RETURN: On the date hereof, the undersigned Chairman did officially sign a properly completed IRS Form 8038-G and will cause such executed Form 8038-G to be filed in a timely manner with the Internal Revenue Service Center, Ogden, Utah, with respect to the Series 2021 A Bonds.

16. OFFICIAL STATEMENT CERTIFICATION: At and since the date of the Official Statement nothing has come to the attention of any signer hereof which would lead any such signer to believe that the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

17. CERTIFICATIONS REGARDING BOND PURCHASE AGREEMENT: In addition to the foregoing, the undersigned Chairman and Secretary hereby certify in connection with Section 6(c)(vi) of the Bond Purchase Agreement as follows: (1) the Issuer has duly performed all of its obligations to be performed at or prior to the Closing and that each of the representations and warranties contained in the Bond Purchase Agreement are true as of Closing, (2) the Issuer has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Series 2021 A Bonds, the Resolution and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Purchase Agreement and the Official Statement, (3) to the knowledge of such signatory no litigation is pending, or to such signatories knowledge threatened, to restrain or enjoin the collection of the Gross Revenues, the pledge of the Net Revenues to the Series 2021 A Bonds, the issuance or sale of the Series 2021 A Bonds or in any way affecting any authority for or the validity of the Series 2021 A Bonds or the Resolution, (4) the execution, delivery, receipt and due performance of the Series 2021 A Bonds, the Resolution and the other agreements contemplated by the Bond Purchase Agreement and the Official Statement under the circumstances contemplated thereby and the Issuer's compliance with the provisions thereof will not conflict with or constitute on the Issuer's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer is or may be bound; and (5) such signatory is aware of no material non-compliance with the covenants in all outstanding Resolutions which authorized bonds secured by the Net Revenues of the System.

18. CONTINUING DISCLOSURE AGREEMENT: The Issuer is obligated by the Continuing Disclosure Agreement and except as provided in the Official Statement is in full compliance with all of it's prior written continuing disclosure undertakings entered into pursuant to the provisions of Rule 15c2-12(b)(5).

19. DESIGNATION OF REGISTRAR AND PAYING AGENT: The Issuer hereby confirms the appointment of (a) United Bank, Charleston, West Virginia, as Registrar and (b) West Virginia Municipal Bond Commission, Charleston, West Virginia, as Paying Agent.

20. COUNTERPARTS: This Certificate may be executed in counterparts, and all counterparts shall be deemed to be the Certificate.

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

[SEAL]

Signature	Official Title
	Chairman
	Secretary

Lowe & Associates, PLLC
Certified Public Accountants

1156 South Main Street
Milton, WV 25541
Phone: (304) 743-5573
Fax: (304) 743-1150
www.lowecpas.com

June 29, 2021

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A

Putnam Public Service District
Scott Depot, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Resolution of the Putnam Public Service District (the "Issuer") dated May 12, 2016 and Resolution of The County Commission of Putnam County dated June 14, 2016, and projected operating expenses and anticipated customer usage as furnished to us by the Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks facilities (the "System") of the Issuer, will (i) provide for all Operating Expenses of the System and (ii) leave a balance each year equal to at least 115% of the Maximum Annual Debt Service on the Water Refunding Revenue Bonds, Series 2021 A, issued in the original aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds"), and all obligations issued on a parity with, or subordinate to, the Series 2021 A Bonds, including the Prior Bonds, and any Additional Parity Bonds, including the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds");

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds") (collectively, 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 2021 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after issuance of the Series 2021 A Bonds, are not less than 115% of the Maximum Annual Debt Service on the Series 2021 A Bonds and the Prior Bonds Outstanding.

Capitalized terms not otherwise defined herein shall have such meanings as are ascribed to them in the Bond Resolution adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted on May 27, 2021.

Sincerely,

Lowe & Associates, PLLC

LOWE & ASSOCIATES, PLLC

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

REGISTRAR'S CERTIFICATE

United Bank, a Virginia banking corporation with offices in Charleston, West Virginia (the "Bank"), as Registrar for the Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in the aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds"), hereby certifies this 29th day of June, 2021, as follows, all capitalized terms used herein to have the same meanings set forth in the Bond Resolution adopted by the Public Service Board (the "Board") of the Putnam Public Service District (the "Issuer") on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted by the Board of the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Board (collectively the "Bond Legislation"):

1. The Bank is a state banking corporation, duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia duly authorized to transact business in the State of West Virginia, and is lawfully empowered, pursuant to such laws, to accept the duties and obligations contemplated and as provided under the Bond Legislation and to serve in the capacity of Registrar under the Bond Legislation.

2. The Bank has duly authorized, by all necessary action, the authentication of the Series 2021 A Bonds and the execution and delivery of this Certificate and the acceptance of all duties of Registrar under the Bond Legislation, and any and all other documents and agreements as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to, and consummate the transactions contemplated thereby.

3. The person indicated in paragraph 4 below was at the time of the authentication of the Series 2021 A Bonds, and is now, a duly elected, qualified and acting incumbent in his or her office; and, pursuant to authorization from the Board of Directors of the Bank, attached hereto as Exhibit A, such person, in his or her official capacity, was and is authorized to authenticate the Series 2021 A Bonds for and on behalf of the Bank.

4. Appearing opposite the name and title of the person indicated below is a true and correct specimen of his or her signature.

Name	Title	Signature
Thomas J. Provenzano	Vice President	Thomas J. Provenzano

5. There have been filed with the Bank all of the documents listed in Section 3.12 of the Bond Legislation and all conditions precedent contained in the Bond Legislation have been fully satisfied and met, and all opinions and certificates are satisfactory and the Series 2021 A Bonds are entitled to the benefit and security of the Bond Legislation; the Series 2021 A Bonds have been duly authenticated and delivered to the Original Purchaser (as such term is defined in the Bond Legislation), and proceeds of the Series 2021 A Bonds have been deposited as required by the Bond Legislation.

6. Attached hereto as EXHIBIT B is a correct listing of the Bond numbers, CUSIP numbers, maturity dates, principal amounts, interest rates and yields of the Series 2021 A Bonds.

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

UNITED BANK

By: _____, AVP
Its: Authorized Officer

EXHIBIT A
Resolution of Board of Directors

(on file with Registrar)

EXHIBIT B

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

$3,300,000 SERIES 2021 A SERIAL BONDS

Bond Number	Maturing (June 1)	Principal Amount ($)	Interest Rate (%)	Yield (%)	Price (%)	CUSIP
AR-1	2022	$370,000	3.000%	0.400%	102.390%	74685W AN6
AR-2	2023	$390,000	3.000%	0.450%	104.874%	74685W AP1
AR-3	2024	$405,000	3.000%	0.550%	107.092%	74685W AQ9
AR-4	2025	$415,000	0.700%	0.700%	100.000%	74685W AR7
AR-5	2026	$420,000	0.850%	0.850%	100.000%	74685W AS5
AR-6	2027	$420,000	1.000%	1.000%	100.000%	74685W AT3
AR-7	2028	$425,000	1.000%	1.100%	99.335%	74685W AU0
AR-9	2031	$455,000	3.000%	1.500%	109.826%*	74685W AW6

SERIES 2021 A TERM BONDS

$875,000 3.000% Due June 1, 2030 Yield: 1.320% Price: 111.078%* CUSIP: 74685W AV8

$2,450,000 2.000% Due June 1, 2036 Yield: 2.050% Price: 99.359% CUSIP: 74685W AX4

$2,755,000 3.000% Due June 1, 2041 Yield: 2.000% Price: 106.433*% CUSIP: 74685W AY2

$3,145,000 2.250% Due June 1, 2046 Yield: 2.500% Price: 95.382% CUSIP: 74685W AZ9

$3,530,000 2.500% Due June 1, 2051 Yield: 2.600% Price: 97.928% CUSIP: 74685W BA3

*Priced to an optional call date of June 1, 2028.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of CREWS & ASSOCIATES, INC. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2021 A Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of each such Maturity of the Series 2021 A Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2021 A Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Series 2021 A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"). Pursuant to such agreement, no Underwriter has offered or sold any unsold Series 2021 A Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2021 A Bonds during the Holding Period.

3. Defined Terms.

(a) "General Rule Maturities" means those Maturities of the Series 2021 A Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Series 2021 A Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (June 30, 2021), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "Issuer" means the Putnam Public Service District (West Virginia).

(e) "Maturity" means Series 2021 A Bonds with the same credit and payment terms. Series 2021 A Bonds with different maturity dates, or Series 2021 A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2021 A Bonds. The Sale Date of the Series 2021 A Bonds is June 23, 2021.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2021 A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2021 A Bonds, and by Steptoe & Johnson PLLC in connection with rendering its opinion that the interest on the Series 2021 A Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2021 A Bonds.

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CREWS & ASSOCIATES, INC.

By: 

Its: Senior Managing Director

Dated: June 29, 2021

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

GENERAL RULE MATURITIES

$3,300,000 SERIES 2021 A SERIAL BONDS

Maturing (June 1)	Principal Amount ($)	Interest Rate (%)	Yield (%)	Price (%)	CUSIP
2022	$370,000	3.000%	0.400%	102.390%	74685W AN6
2023	$390,000	3.000%	0.450%	104.874%	74685W AP1
2024	$405,000	3.000%	0.550%	107.092%	74685W AQ9
2025	$415,000	0.700%	0.700%	100.000%	74685W AR7
2026	$420,000	0.850%	0.850%	100.000%	74685W AS5
2027	$420,000	1.000%	1.000%	100.000%	74685W AT3
2028	$425,000	1.000%	1.100%	99.335%	74685W AU0
2031	$455,000	3.000%	1.500%	109.826%*	74685W AW6

$875,000 3.000% Term Bond Due June 1, 2030 Yield: 1.320% Price: 111.078%* CUSIP: 74685W AV8

$2,755,000 3.000% Term Bond Due June 1, 2041 Yield: 2.000% Price: 106.433*% CUSIP: 74685W AY2

$3,145,000 2.250% Term Bond Due June 1, 2046 Yield: 2.500% Price: 95.382% CUSIP: 74685W AZ9

$3,530,000 2.500% Term Bond Due June 1, 2051 Yield: 2.600% Price: 97.928% CUSIP: 74685W BA3

*Priced to an optional call date of June 1, 2028.

HOLD-THE-OFFERING-PRICE MATURITIES

$2,450,000 2.000% Term Bond Due June 1, 2036 Yield: 2.050% Price: 99.359% CUSIP: 74685W AX4

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

From: Pam Lewis
Sent: Wednesday, June 23, 2021 4:51 PM
To: Tyler Schaller <tschaller@crewsfs.com>
Subject: $16,055,000 WV PUTNAM PSD WTR REF REV - FINAL PRICING W/ TAKEDOWN

*****FINAL PRICING*****

*****THE 10% RULE HAS BEEN MET FOR EACH MATURITY EXCEPT: 6/1/2036 SOLD TO A RELATED ACCOUNT*****

$ 16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds
Series 2021A

POS URL: https://scp.crewsfs.com/Uploads/32150/POS.pdf

Roadshow URL: https://scp.crewsfs.com/Uploads/32150/Transaction_Summary.pdf

MOODY'S: S&P: AA
(Stable)
FITCH: KROLL:

BUILD AMERICA MUTUAL ASSURANCE CO Insured

DATED:06/29/2021 FIRST COUPON:12/01/2021

DUE: 06/01

INITIAL TRADE DATE:

MATURITY	AMOUNT	COUPON	PRICE	ADD'L TAKEDOWN (Pts)
06/01/2022	370M	3.00%	0.40	1/4
	(Approx. $ Price 102.390)			
06/01/2023	390M	3.00%	0.45	1/4
	(Approx. $ Price 104.874)			
06/01/2024	405M	3.00%	0.55	1/4
	(Approx. $ Price 107.092)			

06/01/2025	415M	0.70%	0.70	3/8
06/01/2026	420M	0.85%	0.85	3/8
06/01/2027	420M	1.00%	1.00	1/2
06/01/2028	425M	1.00%	1.10	1/2
		(Approx. $ Price 99.335)		
06/01/2030	875M	3.00%	1.32	1/2
	(Approx. $ Price PTC 06/01/2028 111.078 Approx. YTM 1.659)			
06/01/2031	455M	3.00%	1.50	1/2
	(Approx. $ Price PTC 06/01/2028 109.826 Approx. YTM 1.908)			
06/01/2036	2,450M	2.00%	2.05	5/8
		(Approx. $ Price 99.359)		
06/01/2041	2,755M	3.00%	2.00	3/4
	(Approx. $ Price PTC 06/01/2028 106.433 Approx. YTM 2.585)			
06/01/2046	3,145M	2.25%	2.50	1.00
		(Approx. $ Price 95.382)		
06/01/2051	3,530M	2.50%	2.60	1.00
		(Approx. $ Price 97.928)		

CALL FEATURES: Optional call in 06/01/2028 @ 100.00

Sinking Fund Schedule

2030 Term Bond

06/01/2029	430M
06/01/2030	445M

By Lot Sinking Fund Schedule

2036 Term Bond

06/01/2032	470M
06/01/2033	480M
06/01/2034	490M
06/01/2035	500M
06/01/2036	510M

By Lot Sinking Fund Schedule

2041 Term Bond

06/01/2037	520M
06/01/2038	535M

06/01/2039   550M
06/01/2040   565M
06/01/2041   585M

By Lot Sinking Fund Schedule

2046 Term Bond

06/01/2042   600M
06/01/2043   615M
06/01/2044   630M
06/01/2045   645M
06/01/2046   655M

By Lot Sinking Fund Schedule

2051 Term Bond

06/01/2047   670M
06/01/2048   690M
06/01/2049   705M
06/01/2050   725M
06/01/2051   740M

PRIORITY OF ORDERS AS FOLLOWS:
1. Member

The compliance addendum MSRB Rule G-11 will apply.

Delivery is firm for Tuesday, June 29, 2021.

This issue is book entry only. This issue is clearing through DTC.

Crews & Associates, Inc.

By: Crews & Associates, Inc. Little Rock, AR

am Lewis
Ext. *2326*
Direct ***(501) 978-6326***

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Dated: June 29, 2021

TAX CERTIFICATE

The undersigned Chairman of the Putnam Public Service District (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $16,055,000 Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"), hereby certifies as set forth in this Tax Certificate, on June 29, 2021 (the "Tax Certificate"). The Series 2021 A Bonds are being issued and delivered on June 29, 2021, pursuant to Article 16 of Chapter 13A of the Code of West Virginia of 1931, as amended, and the Bond Resolution adopted by the Issuer on May 27, 2021, as supplemented by the Supplemental Resolution adopted by the Issuer on May 27, 2021 and Certificate of Determinations dated June 23, 2021 (collectively, the "Bond Legislation").

A. DEFINITIONS

Any capitalized word or term used herein shall have the meanings set forth in Exhibit D, but if not defined in Exhibit D shall have the meaning set forth in the Bond Legislation.

B. GENERAL

1. This certificate is being executed and delivered pursuant to Section 148 of the Code. I am an officer of the Issuer charged with the responsibility for issuing the Series 2021 A Bonds. I am familiar with the facts, circumstances, and estimates herein certified and am duly authorized to execute and deliver this certificate on behalf of the Issuer.

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

3. This Tax Certificate sets forth various facts regarding the Series 2021 A Bonds and establishes the expectations of the Issuer as to future events regarding the Series 2021 A Bonds and the use of the proceeds thereof. The certifications and representations made herein are intended, and may be relied upon, as a certification described in Regulations §1.148-2(b)(2). This Tax Certificate also sets forth certain terms and conditions relating to the restrictions on the use and investment of the proceeds of the Series 2021 A Bonds in order that interest thereon will be excluded from gross income for Federal income tax purposes.

4. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on the date hereof, the date on which the Series 2021 A Bonds are to be physically delivered in exchange for the issue price thereof, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

5. The Issuer has covenanted in the Bond Legislation that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2021 A Bonds which would cause the Series 2021 A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without limitation, the timely filing of a federal information return with respect to the Series 2021 A Bonds), so that the interest on the Series 2021 A Bonds will be and remain excluded from gross income for federal income tax purposes, and that it will not take any actions which would adversely affect such exclusion.

6. The Series 2021 A Bonds were sold on June 23, 2021, to Crews & Associates, Inc., Charleston, West Virginia (the "Purchaser") for a purchase price of $15,952,710.70. No other obligations are (i) being sold at substantially the same time (within 15 days) as the Series 2021 A Bonds, (ii) being sold pursuant to the same plan of financing, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Series 2021 A Bonds, determined without regard to guarantees from unrelated parties.

7. The Series 2021 A Bonds are being delivered simultaneously with the delivery of this Tax Certificate and are issued for the following purposes:

(i) to provide funds to currently refund the Issuer's (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds" or the "Bonds to be Refunded");

(ii) to pay the premium for a municipal bond debt serve reserve insurance policy for the Series 2021 A Bonds (the "Reserve Policy"), issued by Build America Mutual Assurance Company ("BAM Assurance");

(iii) to pay the premium for a municipal bond insurance policy for the Series 2021 A Bonds (the "Insurance Policy") from BAM Assurance; and

(iv) to pay certain costs of issuance of the Series 2021 A Bonds and related costs.

8. The sources of proceeds of the Series 2021 A Bonds are as follows:

SOURCES	
Proceeds of the Series 2021 A Bonds	$16,055,000.00
Plus: Net Reoffering Premium	138,535.70
Total	$16,193,535.70

9. The proceeds of the Series 2021 A Bonds will be applied as follows:

USES

Refund the RUS Bonds	$10,679,058.61
Deposit to Project Construction Fund	5,000,000.00
Reserve Policy Premium	20,973.23
Insurance Policy Premium	104,779.69
Underwriter's Discount	240,825.00
Cost of Issuance & Rounding Amount	147,899.17
Total	$16,193,535.70

10. The Underwriter has certified in the Issue Price Certificate, dated the date hereof, a copy of which is attached hereto as EXHIBIT A (the "Issue Price Certificate"), that the Series 2021 A Bonds have been offered, and a substantial amount of each maturity (at least 10%) thereof sold, to purchasers other than bond houses, brokers or other intermediaries, at the initial respective offering prices shown on the cover page of the Official Statement for the Series 2021 A Bonds.

11. The yield on the Series 2021 A Bonds is the discount rate that, when used in computing the present value as of the Issue Date of all unconditionally payable payments of principal, interest and fees for qualified guarantees on the Series 2021 A Bonds, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Series 2021 A Bonds as of the Sale Date, which was June 23, 2021. In order for the guarantee of the Series 2021 A Bonds (including, collectively, the Insurance Policy and the Reserve Policy) to be a "qualified guarantee," the following requirements are met:

(a) The Issuer reasonably expects as of the date hereof that the present value of the guarantee fees is less than the present value of the interest savings on the Series 2021 A Bonds. For this purpose, as calculated by the Underwriter, present value was determined with regard to the premiums on the Insurance Policy and the Reserve Policy as the discount rate.

(b) The Insurance Policy and the Reserve Policy each impose a secondary liability that unconditionally shifts substantially all of the credit risk for all or part of the payments of debt service on the Series 2021 A Bonds to BAM Assurance. BAM Assurance is not a co obligor with the Issuer on the Series 2021 A Bonds. That is, BAM Assurance does not expect to make any payments other than under an arrangement under which the guarantor will be immediately reimbursed. BAM Assurance and any related parties will not use more than 10% of the proceeds of the Series 2021 A Bonds.

(c) Fees for the Insurance Policy and the Reserve Policy, in the amounts of $104,779.69 and $20,973.23, respectively, do not exceed a reasonable, arm's length charge for the transfer of credit risk, as certified by the Underwriter.

12. Based on the above, the yield on the Series 2021 A Bonds, as so computed and certified by the Underwriter, has been determined to be 2.3528% (the "Bond Yield"), based on a "purchase price" equal to the Issue Price for the Series 2021 A Bonds.

13. For purposes of determining whether the Series 2021 A Bonds are private activity bonds, the Issuer makes the following representations. For this purpose, the proceeds of the Series 2021 A Bonds used for refunding purposes are treated in the same manner as the Bonds to be Refunded.

(i) Not more than ten percent (10%) of the proceeds of the Series 2021 A Bonds will be used, directly or indirectly, to replace funds which were used

in any business carried on by any person other than a state or local governmental unit.

(ii) Not more than ten percent (10%) of the payment of principal of or interest on the Series 2021 A Bonds and the Bonds to be Refunded will, during the Combined Measurement Period, be, directly or indirectly, (A) secured by any interest in (1) property used or to be used for a private business use by any person other than a state or local governmental unit, or (2) payments in respect of such property, or (B) derived from payments (whether or not to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(iii) Not more than five percent (5%) of the proceeds of the Series 2021 A Bonds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(iv) The Project will not over the Combined Measurement Period be used in such a manner that more than ten percent (10%) of the proceeds of the Series 2021 A Bonds will be used in the trade or business of a nongovernmental person. No user of the Project other than a state or local governmental unit has or will during the Combined Measurement Period use more than ten percent (10%) of such facilities on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of more than ten percent (10%) of such facilities as a result of (A) ownership, (B) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (C) any other similar arrangement.

C. THE SERIES 2021 A BONDS

1. A Sinking Fund for the Series 2021 A Bonds is created under the Bond Legislation. Monies deposited in the Series 2021 A Bonds Sinking Fund, including subsequent deposits thereto, will be spent within a 13-month period beginning on the date of deposit and will be depleted at least once a year, except for a reasonable carryover amount not in excess of one twelfth (1/12th) of the annual debt service on the Series 2021 A Bonds. The Series 2021 A Bonds Sinking Fund is designed to achieve a proper matching of the Issuer's revenues and debt service on the Series 2021 A Bonds within each Bond Year. All monies held in the Series 2021 A Bonds Sinking Fund will be used to pay debt service on the Series 2021 A Bonds. The Series 2021 A Bonds Sinking Fund qualifies as a Bona Fide Debt Service Fund and all monies in the Series 2021 A Bonds Sinking Fund will be invested without restriction as to yield and are not subject to rebate.

2. A Series 2021 A Bonds Reserve Account is created under the Bond Legislation for the Series 2021 A Bonds in an aggregate amount equal to the least of (i) 10% of the original principal amount of the Series 2021 A Bonds ($1,605,500), (ii) Maximum Annual Debt Service on the Series 2021 A Bonds ($762,662.50), or (iii) 125% of average annual Debt Service on the Series 2021 A Bonds ($951,558.37) (the "Series 2021 A Reserve Account Requirement").

3. The Costs of Issuance to be funded from proceeds of the Series 2021 A Bonds is in the amount of $145,000. The Costs of Issuance include only those amounts directly related to the costs of issuance, sale and delivery of the Series 2021 A Bonds. All such amounts shall be fully expended within 6 months from the date hereof. Pending such disbursement, such monies will be invested without restriction as to yield and are not subject to rebate.

4. Other than the funds and accounts described above, there are no other funds or accounts of the Issuer which (i) are reasonably expected to be used to pay Debt Service on the Series 2021 A Bonds or which are pledged as collateral to secure repayment of Debt Service thereon and (ii) for which there is a reasonable assurance that amounts therein will be available to pay Debt Service on the Series 2021 A Bonds.

5. Accrued interest, if any, with respect to the Series 2021 A Bonds in an amount less than 6 month's interest on the Series 2021 A Bonds may be applied within one year from the date hereof toward the payment of interest first due on the Series 2021 A Bonds, as detailed in the Schedules. There is no pre-issuance accrued interest on the Series 2021 A Bonds.

6. No portion of the Series 2021 A Bonds is being issued solely for the purpose of investing the proceeds at a yield higher than the yield on the Series 2021 A Bonds or to replace funds which were used, directly or indirectly, to acquire investments with a yield higher than the yield on the Series 2021 A Bonds.

7. The Issuer certifies, warrants and covenants that the Series 2021 A Bonds are not and will not be part of a transaction or series of transactions that (i) attempts to circumvent the provisions of Section 148 of the Code and the related Regulations, thereby enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage; and (ii) overburdens the tax-exempt bond market in any manner, including, without limitation, issuing more bonds, issuing bonds earlier, or allowing them to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Series 2021 A Bonds.

D. REBATE

1. Application of 6 Month Expenditure Exception from Rebate. The Issuer expects to expend all of the gross proceeds of the Series 2021 A Bonds within 6 months of the issue date of the Series 2021 A Bonds and for the issue to be exempt from rebate pursuant to the "6 month rebate exception" set forth in Section 148(f)(4)(B) of the Code. Should the Issuer fail to expend all of such gross proceeds within such 6 month then the Issuer shall comply with the rebate computation and payment requirements set forth in the remainder of this Section D.

2. Rebate Fund; Calculation of Rebate Amount.

(a) Section 148(f) of the Code requires the payment to the United States of the excess of the amount earned on the investment of Gross Proceeds in Nonpurpose Investments over the amount that would have been earned on such investments had the amount so invested been invested at a rate equal to the Bond Yield, together with any income attributable to such excess. Except as provided below, and as previously set forth as excepted in Section C hereof, all other funds or accounts treated as containing Gross Proceeds are subject to this requirement.

(b) Pursuant to the Bond Legislation, the Issuer has created the Rebate Fund. On or before 45 days following each Computation Date, an amount shall be deposited into the Rebate Fund by the Issuer so that the balance held in the Rebate Fund shall equal the aggregate Rebate Amount due as of the Rebate Payment Date following such Computation Date. Monies so deposited shall be derived from the Issuer's own funds.

(c) On each Valuation Date, the Issuer agrees to value the Nonpurpose Investments allocable to the Series 2021 A Bonds thereunder in accordance with the Regulations. Notwithstanding

anything herein to the contrary, the failure to perform the determination of Nonpurpose Investments allocable to the Series 2021 A Bonds as of a Valuation Date shall not be considered a violation of this provision if the application of the Universal Cap would not result in a reduction or reallocation of Gross Proceeds of an issue.

(d) To meet the rebate requirements of Section 148(f) of the Code, the Issuer (or the Rebate Analyst described in Section D.3. hereof) agrees and covenants to take the following actions:

(i) For each investment of (*x*) amounts held in the Reserve Accounts, and (*y*) any other monies held by the Issuer which constitute Gross Proceeds, the Issuer shall record the purchase date of such investment, its purchase price, accrued interest due on its purchase date, its face amount, its coupon rate, the frequency of its interest payment, its disposition price, accrued interest due on its disposition date and its disposition date.

(ii) For each Installment Computation Date with respect to Rebate Amounts specified in paragraph (iii) below, the Issuer shall compute the Yield on the Series 2021 A Bonds as required by the Code and Regulations. If any of the Series 2021 A Bonds are redeemed prior to their scheduled maturity, the Issuer agrees to seek the advice of Bond Counsel or other rebate expert to recompute the Yield on the Series 2021 A Bonds as required by the Regulations.

(iii) For each Computation Date, the Issuer shall determine the amount of earnings received on all Nonpurpose Investments described in paragraph (i) above that are allocable to Gross Proceeds of the Series 2021 A Bonds. In addition, where Nonpurpose Investments are retained by the Bond Commission after retirement of the Series 2021 A Bonds, any unrealized gains or losses as of the date of retirement of the Series 2021 A Bonds must be taken into account in calculating the earnings on such Nonpurpose Investments to the extent required by the Regulations.

(iv) In determining the Nonpurpose Investments that are allocable to Gross Proceeds of the Series 2021 A Bonds, the Issuer shall consider the allocation rules set forth in the Regulations, including the rules relating to the Universal Cap, as set forth in Regulations §1.148-6(b)(2). In general, the Universal Cap represents the maximum value of Nonpurpose Investments that may be allocated to an issue of bonds and is determined by reference to the Value of all the outstanding bonds of the issue.

(v) For each Computation Date, the Issuer shall calculate for each Nonpurpose Investment described in paragraph (iii) above, an amount equal to the earnings which would have been received on such Nonpurpose Investment at an interest rate equal to the Yield on the Series 2021 A Bonds as described in paragraph (ii) above. The method of calculation shall follow that set forth in the Regulations.

(vi) In determining the amount of any rebate computed pursuant to this section, all earnings on any Bona Fide Debt Service Fund to the extent such earnings do not exceed $100,000 in any Bond year shall not be taken into account.

(vii) For each Computation Date, the Issuer shall calculate the Rebate Amount (computed from the Issue Date of the Series 2021 A Bonds to each such Computation Date) by any appropriate method provided in the Code and Regulations that is applicable to the Series 2021 A Bonds, taking into account any computation credit allowed thereunder. In determining the Rebate Amount, the Issuer shall account for the amounts determined under paragraphs (iii), (iv), and (v) above.

(viii) If the Rebate Amount exceeds the amount on deposit in the Rebate Account, the Issuer shall immediately pay that amount, or cause that amount to be paid, into the Rebate Account.

3. Payment to United States. (a) Installment Computation Dates. Unless the Series 2021 A Bonds are redeemed prior to such time, the Issuer shall pay to the United States, not later than sixty (60) days after each Installment Computation Date, an amount which, when added to all previous rebate payments made with respect to the Series 2021 A Bonds, is equal to not less than ninety percent (90%) of the Rebate Amount (computed from the date of issuance of the Series 2021 A Bonds to each such Installment Computation Date).

(b) Final Computation Date. The Issuer shall pay to the United States, not later than sixty (60) days after the last outstanding Series 2021 A Bonds are paid or redeemed, one hundred percent (100%) of the Rebate Amount for the Final Computation Date (computed from the date of issuance of the Series 2021 A Bonds to the Final Computation Date).

(c) Mailing of Rebate Payment. Each Payment of an installment shall be mailed to the Internal Revenue Service Center, Internal Revenue Service Center, Ogden, Utah 84201-0027, or such other address for such purpose published by the Internal Revenue Service. Each payment shall be accompanied by a copy of IRS Form 8038-T.

(d) Excess Balance in Rebate Fund; Excess Rebate Payments. If on the Rebate Payment Date the balance on deposit in the Rebate Fund is in excess of the Rebate Amount attributable to the Series 2021 A Bonds, such excess may be withdrawn by the Issuer from the Rebate Fund. The Issuer may direct that any overpayment of rebate may be recovered from any rebate payment previously made to the United States under any procedure that may be permitted by the Code or the Regulations.

(e) Recordkeeping. In connection with the rebate requirement, the Issuer shall maintain (or cause to be maintained) the following records:

(i) The Issuer shall record all amounts paid to the United States pursuant to Section E(2) hereof.

(ii) The Issuer shall retain records of the rebate calculations until three years after the Final Computation Date.

(iii) The Issuer shall keep and record the data described in section E(1)(c) hereof pertaining to the investment of the proceeds of the Series 2021 A Bonds until six years after the Final Computation Date.

4. Rebate Analyst. (a) A Rebate Analyst shall be appointed to perform the rebate calculations, as required herein.

(b) The Issuer may rely conclusively upon the opinions, calculations, determinations, directions and advice of the Rebate Analyst. The charges and fees for such Rebate Analyst shall be paid by the Issuer upon presentation of an invoice for services rendered in connection therewith.

5. Failure to Pay Rebate Amounts. In the event the Issuer fails to pay at the proper time and in the proper amounts, any Rebate Amount, it will pay the rebate amount plus interest within 180 days after discovery of such failure as set forth in Section 1.148-3(h)(3) of the Regulations. Notwithstanding the foregoing, in the event the Issuer fails to pay at the proper time and in the proper amount any Rebate Payment or correction amount, it hereby covenants and agrees to pay any penalty required by Internal Revenue Service in lieu of a declaration of taxability on the Series 2021 A Bonds.

6. No Transferred Proceeds. Other than transfers from the debt service funds and debt service reserve funds for the Bonds to be Refunded which will be used on June 29, 2021 to pay a portion of the costs of redeeming the Bonds to be Refunded, there are no remaining unspent proceeds of the Bonds to be Refunded that will become transferred proceeds of the Series 2021 A Bonds.

E. MISCELLANEOUS

1. The Issuer shall file Form 8038-G in a timely fashion with the Internal Revenue Service Center, Ogden, Utah. For purposes of filing the Form 8038-G with the Internal Revenue Service, the Issuer's EIN is 55-0463396. The Form 8038-G attached hereto as EXHIBIT B is, to the best of my knowledge, true and correct, and may be relied upon by Bond Counsel.

In order to perform the calculations required by the Code, it is necessary to track separately all of the Gross Proceeds. To that end, the Issuer hereby agrees to instruct the Bond Commission to establish separate funds, accounts or subaccounts or to take other accounting measures in order to account fully for all Gross Proceeds.

2. The Issuer agrees to continue to monitor the use of the facilities and the expenditure of proceeds of the Series 2021 A Bonds in order to ensure compliance with the relevant tax rules and regulations required so that the interest on the Series 2021 A Bonds will be excluded from gross income for federal income tax purposes. The Issuer will use the compliance policies attached hereto as EXHIBIT C. The Issuer further agrees and understands that if the Tax Exempt Rules are not complied with, the Issuer, in consultation with Bond Counsel, may use (i) the remedial actions set forth in Regulations §1.141-12, or (ii) the voluntary closing agreement process of the Internal Revenue Service in order to bring the Series 2021 A Bonds into compliance with the Tax-Exempt Rules.

3. None of the proceeds of the Series 2021 A Bonds will be used (directly or indirectly) in any trade or business carried on by, or will be used to make or finance loans to, any person who is not a governmental unit.

4. The original proceeds of the Series 2021 A Bonds will not exceed the amount necessary for the governmental purposes thereof.

5. The Issuer shall not permit at any time or times any of the proceeds of the Series 2021 A Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Series 2021 A Bonds from treatment afforded by Section 103(a) of the Code by reason of classification of the Series 2021 A Bonds as "private activity bonds" within the meaning of the Code.

6. The Series 2021 A Bonds are not, and will not be, in whole or part, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

7. The Issuer has not entered and will not enter into any transaction to reduce the Yield on an investment of the Gross Proceeds of the Series 2021 A Bonds so as to cause the amount to be rebated to the United States Treasury to be less than it would have been had the transaction been at arm's length and the Yield on the Series 2021 A Bonds not been relevant to either party to the transaction, and that all investments of Gross Proceeds will be made on an arm's length, Fair Market Value basis.

8. No portion of the proceeds of the Series 2021 A Bonds will be used directly or indirectly to replace funds of the Issuer or other related governmental agency that have been used directly or indirectly to acquire securities or obligations which may reasonably be expected, on the date hereof, to produce a yield materially higher than the Yield on the Series 2021 A Bonds.

9. In connection with the Series 2021 A Bonds, there has not been created or established, and the Issuer does not expect that there will be created or established, any sinking fund, pledged fund or similar fund (other than as specifically identified in this Tax Certificate), including without limitation any arrangement under which money, securities, or obligations are pledged directly or indirectly to secure the Series 2021 A Bonds or any contract securing the Series 2021 A Bonds or any arrangement providing for compensating, or minimum balances to be maintained by the Issuer or related governmental agencies with, any registered owner of the Series 2021 A Bonds.

10. The Series 2021 A Bonds are not and will not be part of a transaction or series of transactions that (i) attempt to circumvent the provisions of Section 148 of the Code, or any successor thereto, and the Regulations promulgated thereunder which enable the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage; or (ii) increase the burden on the market for tax-exempt obligations in any manner, including, without limitation, by selling obligations that would not otherwise be sold or selling a larger amount of obligations, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

11. The Issuer will rebate to the United States the amount, if any, required by the Code and to take all steps necessary to make such rebates. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, and take all other actions required of it in order to maintain the exclusion of interest on the Series 2021 A Bonds from gross income for federal income tax purposes.

12. The Issuer has retained the right to amend the Bond Legislation authorizing the issuance of the Series 2021 A Bonds if such amendment is necessary to assure compliance with Section 148(f) of the Code or as may otherwise be necessary to assure the exclusion of interest on the Series 2021 A Bonds from the gross income of the holders thereof. In addition, and notwithstanding any other provision hereof, any provision of this Tax Certificate shall be amended at any time and such amendment shall be complied with, upon receipt by the Issuer of an opinion of Bond Counsel that such amendment is necessary or permissible under the then current Code and Regulations and is either necessary to or will not adversely affect the excludability of interest on the Series 2021 A Bonds from gross income of the recipients thereof for federal income tax purposes.

13. The Issuer covenants and agrees to comply with the rebate requirements of the Code if not exempted therefrom, and with all other requirements of the Code necessary, proper or desirable to maintain the tax-exemption of the interest on the Series 2021 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2021 A Bonds as

may be necessary in order to fully comply with Section 148(f) of the Code. The Issuer covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of the Bond Legislation.

14. None of the Series 2021 A Bonds are part of a direct or indirect composite issue.

15. At the time of issuance of the Series 2021 A Bonds, the Issuer reasonably expected to spend at least 85% of the spendable proceeds of the Series 2021 A Bonds to carry out the exempt purposes for which the Series 2021 A Bonds are being issued within three years after the date of issuance of the Series 2021 A Bonds. Not more than 50% of the proceeds of the Series 2021 A Bonds were expected to be invested in investments having a substantially guaranteed yield for four years or more.

16. For purposes of complying with Regulations §1.148-2(b), an officer of the Issuer must certify the issuer's expectations as of the issue date. In accordance therewith, the undersigned Chairman of the Issuer hereby in good faith certifies that the representations and covenants set forth in this Certificate constitute the reasonable expectations of the Issuer as of the Issue Date. Accordingly, the representations and covenants set forth herein are intended and may be relied upon as the certification described in Regulations §1.148-2(b) and are being delivered as part of the record of proceedings in connection with the issuance of the Series 2021 A Bonds.

17. To the best of my knowledge, information and belief there are no other facts, estimates and circumstances which would materially change the representations, expectations, covenants, certifications and statements herein expressed.

18. Steptoe & Johnson PLLC is entitled to rely upon the representations, expectations, covenants, certifications and statements contained herein in rendering its opinions with respect to the issuance, sale and delivery of the Series 2021 A Bonds, including its opinions regarding the exclusion of interest on the Series 2021 A Bonds from gross income for federal income tax purposes.

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DATED as of the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____

Its: Chairman

EXHIBIT A

ISSUE PRICE CERTIFICATE

[Included in Transcript as Document No. 22]

EXHIBIT B

IRS FORM 8038-G

[Included in Transcript as Document No. 41]

EXHIBIT C

TAX COMPLIANCE POLICIES

[Included in Transcript as Document No. 24]

EXHIBIT D

DEFINITIONS

The following words and phrases shall have the following meanings or such other meanings as may be required under the Code or the Regulations.

"**Bona Fide Debt Service Fund**" means a fund which may include proceeds of an issue, that:

(a) Is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and

(b) Is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of:

(i) the earnings on the fund for the immediately preceding Bond Year; or

(ii) one-twelfth ($1/12^{th}$) of the principal and interest payments on the Series 2021 A Bonds for the immediately preceding Bond Year.

"**Bond Counsel**" means the law firm or firms delivering its or their approving opinion or opinions with respect to the issuance of the Series 2021 A Bonds and the exclusion of interest on the Series 2021 A Bonds from gross income for the purposes of federal income taxation.

"**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, or such other period as shall be determined by the Issuer, except that the first Bond Year shall begin on the Closing Date.

"**Bond Yield**" means the yield of the Series 2021 A Bonds, calculated in accordance with the provisions of Regulations §1.148-4. (*See* Sections B.11. and B.12. hereof.)

"Bonds to be Refunded" means, collectively, the Series 2010 A Bonds, the Series 2010 B Bonds, the Series 2013 A Bonds, the Series 2013 B Bonds and the Series 2013 C Bonds.

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

"Combined Measurement Period" means the period beginning on December 21, 2010 (the date of issuance of the Series 2010 A Bonds) and ending on June 1, 2051 (the maturity date of the Series 2021 A Bonds).

"**Computation Date**" means each Installment Computation Date and the Final Computation Date.

"**Costs of Issuance**" means all costs incurred in connection with the issuance of the Series 2021 A Bonds within the meaning of Section 147(g) of the Code. Examples of costs of issuance include (but are not limited to):

(a) underwriter's spread (whether realized directly or derived through purchase of the Series 2021 A Bonds at a discount below the price at which a substantial number of Series 2021 A Bonds are sold to the public);

(b) counsel fees (including Bond Counsel, Purchasers' Counsel, Issuer's Counsel, and any other specialized counsel fees incurred in connection with the issuance of the Series 2021 A Bonds);

(c) financial advisor fees incurred in connection with the issuance of the Series 2021 A Bonds;

(d) trustee fees and registrar fees;

(e) paying agent, disbursement agent, and certifying and authenticating agent fees related to issuance of the Series 2021 A Bonds;

(f) accountant fees related to issuance of the Series 2021 A Bonds;

(g) printing costs (for the Series 2021 A Bonds and of preliminary and final offering materials); and

(h) costs incurred in connection with any required public approval process (*e.g.*, publication costs for public notices generally and costs of the public hearing or voter referendum).

"**Discharged**" means, with respect to any Bond, the date on which all amounts due with respect to such Bond are actually and unconditionally due if cash is available at the place of payment, and no interest shall accrue with respect to the Bond after such date.

"**Fair Market Value**" of an Investment means as follows:

(a) <u>In General</u>. Except as specifically otherwise provided below, the Fair Market Value of an Investment is the price at which a willing buyer would purchase the Investment from a willing seller in a bona fide arm's length transaction. The Fair Market Value of an Investment that is purchased directly from the United States Treasury is its purchase price.

(b) <u>Safe Harbor for Establishing Fair Market Value for Guaranteed Investment Contracts and Investments Purchased for a Yield Restricted Defeasance Escrow</u>. The purchase price of a guaranteed investment contract is treated as its Fair Market Value on the purchase date if -

(i) The institution makes a bona fide solicitation for a specified guaranteed investment contract and reserves at least three (3) bona fide bids from providers that have no material financial interest in the issue (*e.g.*, as underwriters or brokers);

(ii) The institution purchases the highest yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees);

(iii) The yield on the guaranteed investment contract (determined net of broker's fees) is not less than the yield then available from the provider on reasonably comparable guaranteed investment contracts, if any, offered to persons from a source of funds other than gross proceeds of tax exempt bonds;

(iv) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the Issuer's reasonably expected draw-down schedule for the amounts to be invested, exclusive of amounts deposited in debt service funds and reasonably required reserve or replacement funds;

(v) The terms of the guaranteed investment contract, including collateral security requirements, are reasonable; and

(vi) The obligor on the guaranteed investment contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection therewith.

(c) Safe Harbor for Establishing Fair Market Value for Certificates of Deposit. The Fair Market Value of a certificate of deposit is its purchase price if it has a fixed rate of interest, a fixed payment schedule, and a substantial penalty for early withdrawal and the yield on the certificate of deposit is not less than (i) the yield on reasonably comparable direct obligations of the United States; and (ii) the highest yield that is published or posted by the provider to be currently available on reasonably comparable certificates of deposit offered to the public.

"**Final Computation Date**" means the date on which the last Bond is Discharged.

"**Future Value**" means the amount determined by using the following formula:

$FV = PV(1+i)^n$

where:

FV = The future value of the nonpurpose receipt or payment at the end of the interval. Each interval ends on the last day of a compounding interval. The compounding interval is the same compounding interval used in computing the Bond Yield.

PV = The future value of the nonpurpose receipt or payment at the beginning of the interval, or the amount thereof if the computation is for the first interval. The first interval begins on the date the nonpurpose receipt or payment is actually or constructively received or paid (or otherwise is taken into account). The amount of every nonpurpose receipt

and payment with respect to an issue that is taken into account at the beginning of the first interval may be rounded to the nearest whole dollar.

i = The Bond Yield during the interval (expressed as a decimal) divided by the number of compounding intervals in a year.

^{n} = A fraction, the numerator of which is the length of the interval and the denominator of which is the length of a whole compounding interval.

"**Gross Proceeds**" means Proceeds and Replacement Proceeds of the Series 2021 A Bonds within the meaning of the Regulations.

"**Installment Computation Date**" means the last day of the fifth Bond Year and each succeeding fifth Bond Year.

"**Investment**" means any security, obligation, annuity contract, or investment type property as defined in Section 148(b) of the Code.

"**Investment Proceeds**" means any amounts actually or constructively received from investing Proceeds of an issue of bonds.

"**Issue Date**" means June 29, 2021.

"**Issue Price**" means $16,193,535.70 being the Issue Price of the Series 2021 A Bonds. (*See* Section B.10. hereof.)

The Issue Price is the initial offering price to the public at which price a substantial amount of the Series 2021 A Bonds is sold. For this purpose, ten percent (10%) is a substantial amount, and the term "the public" does not include bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. The Issue Price generally is the first price at which the Series 2021 A Bonds are sold to the public, and the issue price will not change if part of the issue is subsequently sold at a different price. The Issue Price of Series 2021 A Bonds that are not substantially identical is determined separately. The Issue Price of a bond issue for which a bona fide public offering is made is determined as of the sale date based on reasonable expectations regarding the initial public offering price. The Issue Price of the Series 2021 A Bonds may not exceed their fair market value as of the sale date.

"**Net Sale Proceeds**" means Sale Proceeds less the amount of those Sale Proceeds invested in a reasonably required reserve or replacement fund under Section 148(d) of the Code and as part of a minor portion under Section 148(e) of the Code.

"**Nonpurpose Investment**" means any Investment that is not acquired to carry out the governmental purpose of an issue.

"**Payment**" means a payment as defined in Regulations §1.148-3(d) for purposes of computing the Rebate Amount, and a payment as defined in Regulations §1.148-5(b) for purposes of computing the Yield on an Investment.

"**Present Value**" means the amount determined by using the following formula:

$$PV = \frac{FV(1+i)^n}{(1+i)^n}$$

where i equals the discount rate divided by the number of compounding intervals in a year and n equals the sum of (i) the number of whole compounding intervals for the period ending on the date as of which the Future Value is determined and (ii) a fraction the numerator of which is the length of any short compounding interval during such period and the denominator of which is the length of a whole compounding interval.

"**Present Value of an Investment**" means the value of an investment computed under the economic accrual method; using the same compounding interval and financial conventions used to compute the yield on the Series 2021 A Bonds. On any valuation date, the Present Value of an Investment is equal to the Present Value of all unconditionally payable receipts to be received from the payments to be paid for the investment after that date, using the Yield on the Investment as the discount rate.

"**Proceeds**" means any Sale Proceeds and Investment Proceeds of an issue of bonds. Proceeds do not include amounts that are actually or constructively received that with respect to an Investment that is acquired for the governmental purpose of an issue that are properly allocable to the immaterially higher yield under Regulations §1.148-2(d) or Section 143(g) of the Code or to qualified administrative cost recoverable under Regulations §1.148-5(e).

"Purchaser" means Crews & Associates, Inc., Charleston, West Virginia.

"**Rebate Amount**" means, in respect of the Series 2021 A Bonds, the amount determined pursuant to the Code and Regulations in accordance with Section E.1. hereof. Generally, under the Regulations, the rebate amount, as of any date, equals the excess of the Future Value of all Receipts with respect to Nonpurpose Investments allocated to the Gross Proceeds of the Series 2021 A Bonds over the Future Value of all the Payments with respect to such Nonpurpose Investments computed in accordance with the Regulations.

"**Rebate Analyst**" means the entity or person chosen by the Issuer in accordance with Section E.3. hereof to determine the Rebate Amounts.

"**Rebate Payment Date**" means the date following a Computation Date on which the Rebate Amount is mailed or otherwise filed with the Internal Revenue Service. The Rebate Payment Date cannot be a date which is more than 60 days after a Computation Date.

"**Receipt**" means a receipt as defined in Regulations §1.148-3(d) for purposes of computing the Rebate Amount, and a receipt as defined in Regulations §1.148-5(b) for purposes of computing Yield on an Investment.

"**Regulation**" or "**Regulations**" means the temporary, proposed or final Income Tax Regulations promulgated pursuant to Sections 103 and 141 through 150 of the Code, including those Income Tax Regulations promulgated under Section 103(c) of the Internal Revenue Code of 1954, as amended, that are applicable pursuant to the Code.

"**Replacement Proceeds**" means amounts that are treated as replacement proceeds of an issue of bonds under Regulations §1.148-1(c). Generally, amounts are Replacement Proceeds of an issue if the amounts have a sufficiently direct nexus to the governmental purpose of the issue to conclude that the amounts would have been used for that governmental purpose if the proceeds of the issue were not used or to be used for that governmental purpose. Replacement Proceeds include, but are not limited to, sinking

funds or pledged funds to the extent that those funds are held by or derived from a substantial beneficiary of the issue (which, for this purpose includes the issuer and any related party to the issuer).

"RUS Bonds" means, collectively, the Series 2010 A Bonds, the Series 2010 B Bonds, the Series 2013 A Bonds, the Series 2013 B Bonds and the Series 2013 C Bonds.

"**Sale Proceeds**" means amounts actually or constructively received from the sale of an issue of bonds. Sale Proceeds also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2021 A Bond and that is described in Regulations §1.148-4(b)(4).

"Series 2010 A Bonds" means the Issuer's Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500.

"Series 2010 B Bonds" means the Issuer's Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200.

"Series 2013 A Bonds" means the Issuer's Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000.

"Series 2013 B Bonds" means the Issuer's Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000.

"Series 2013 C Bonds" means the Issuer's Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000.

"Series 2021 A Bonds" means the Issuer's Water Refunding Revenue Bonds, Series 2021 A, dated June 29, 2021, issued in the original aggregate principal amount of $16,055,000.

"**Tax-Exempt Bond**" means any tax-exempt bond within the meaning of Section 103 of the Code and Regulations §1.150-1 that is not investment property within the meaning of Section 148(b)(3) of the Code.

"**Valuation Date**" means the date on which the value of the Nonpurpose Investments allocable to the Series 2021 A Bonds thereunder must be determined under Regulations §1.148-6. In general, beginning with the first Bond Year beginning after second year anniversary of the Issue Date, the first day of each Bond Year constitutes a Valuation Date.

"**Value of a Bond**" means the value of a bond determined under Regulations §1.148-4(e). Under those Regulations, value generally means:

> (a) In the case of a plain par bond (within the meaning of Regulations §1.148-1(b)), its outstanding stated principal amount, plus accrued unpaid interest or in the case of a plain par bond actually redeemed, or that is treated as redeemed, its stated redemption price on the redemption date plus accrued unpaid interest; and

(b) In the case of a bond other than a plain par bond, the value on a date of such a bond is generally its Present Value on that date, using the yield on the issue of which the bond is a part as the discount factor. In determining the Present Value of a variable rate bond, the initial interest rate on the bond established by the index or other rate setting mechanism is used to determine the interest payments on that bond.

"**Value of an Investment**" means the value of an investment determined under Regulations §1.148-5(d). Under those Regulations, value as of any date generally means, for any fixed rate investment (within the meaning of Regulations §1.148-1(b)) or Yield Restricted Investment, Present Value on that date, and for any plain par investment (within the meaning of Regulations §1.148-1(b)), the outstanding stated principal amount, plus accrued unpaid interest, as of that date.

"**Yield**" or "**yield**" means the yield computed under Regulations §1.148-4 of the Regulations for the Series 2021 A Bonds, and the yield computed under Regulations §1.148-5 for an Investment.

"**Yield Restricted Investments**" means any Investments which either (1) bear a yield that is not materially higher than the Bond Yield, or (2) are investments in one or more Tax-Exempt Bonds.

PUTNAM PUBLIC SERVICE DISTRICT

TAX COMPLIANCE POLICIES

Purpose

Governmental issuers of tax-exempt and tax-credit bonds must comply with certain federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The following policies are intended to establish compliance by the Putnam Public Service District, as the issuer (the *"Issuer"*), with these rules in connection with the issuance of the Issuer's Water Refunding Revenue Bonds, Series 2021 A; (collectively, the "*Tax-Exempt Bonds*"). It is understood and agreed by the Issuer, and the Issuer has covenanted to take all actions necessary to maintain the Tax-Exempt Bonds as tax-exempt state and local bond.

Tax Requirements Associated with Sale and Issuance of Bonds

Review and retention of tax documents related to the sale and issuance of Bonds will be supervised by the Chairman or his designee (the "*Oversight Officer*").

- Form 8038-G (tax exempt bonds) will be reviewed and filed not later than the 15th day of the 2nd calendar month following the quarter in which the bond was issued. Filing of appropriate version or versions of Form 8038-G will be confirmed with bond counsel.

Expenditure of Proceeds for Governmental Costs

Expenditure of bond proceeds will be reviewed by the Oversight Officer.

- Bond proceeds will be disbursed pursuant to the Bond Ordinance, and will be a written order of an Authorized Officer, stating the date, amount and purpose of the disbursement.

- Requisitions must identify the financed property in conformity with the Tax and Non-Arbitrage Certificate executed by the Issuer at closing, including any certifications as to the character and average economic life of the bond-financed property.

- Requisitions for costs that were paid prior to the issuance of the Bond are, in general, limited to costs paid subsequent to, or not more than 60 days prior to, the date a "declaration of intent" to reimburse the costs was adopted by the Issuer. If proceeds are used for reimbursement, a copy of the declaration will be obtained and included in the records for the Tax-Exempt Bonds, if not already part of the bond transcript.

- Requisitions will be in accordance with expectations to spend or commit 5% of net sale proceeds within 6 months, to spend 85% of net sale proceeds within 3 years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. Expected expenditure schedules, project timelines, and plans and specifications will be maintained to support expectations. Reasons for failure to meet the expected schedule will be documented and retained in the records for the Tax-Exempt Bonds.

- If the 18-month spending exception to rebate applies, expenditure of gross proceeds will be monitored against the following schedule for the arbitrage rebate exception for the issue, if applicable:

  15% within 6 months
  60% within 12 months
  100% within 18 months

- If the 2-year spending exception to rebate applies, expenditure of "available construction proceeds" will be monitored against the following schedule for the arbitrage rebate exception for construction issues if applicable:

  10% within 6 months
  45% within 12 months
  75% within 18 months
  100% within 24 months

Expenditure of Proceeds

In addition to the general review of expenditures described above, expenditure of proceeds of the Tax-Exempt Bonds will be reviewed by the Oversight Officer.

- Reserve funds cannot exceed the least of 10% of bond proceeds, maximum annual debt service, or 125% of average annual debt service. The initial funding of any reserve fund will be measured against this limit.

- Only a small portion (5%) of the proceeds of the Tax-Exempt Bonds can be used for operating expenses or other "working capital" costs. Requisitions for costs of the Project will accordingly be monitored to confirm that they are for capital costs of the Project.

- Investment earnings on sale proceeds of the Tax-Exempt Bonds will be tracked and will be requisitioned only for appropriate expenditures.

Use of Bond-Financed Property

Use of bond-financed property when completed and placed in service will be reviewed by the Oversight Officer.

- Average nonexempt use of bond-financed property over the life of the issue cannot exceed 10% of the proceeds.

- Agreements with business users or non-profit organizations for lease or management or services contracts, sponsored research, naming rights or any other potential nonexempt use of bond-financed property will be reviewed prior to execution of any contract to determine if property subject to the Bond Ordinance is bond-financed.

- Agreements with business users or other non-profit organizations for lease or management or services contracts or other private business use involving bond-financed property will be tracked and aggregated with other private business uses for compliance with the 10% limit, as set forth in the Tax and Non-Arbitrage Certificate.

- No item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a "remedial action" under the applicable Income Tax Regulations.

Investments and IRS Filings

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Oversight Officer.

- Guaranteed investment contracts ("*GIC*") will be purchased only using the three-bid "safe harbor" of applicable Income Tax Regulations, in compliance with fee limitations on GIC brokers in the Income Tax Regulations.

- Other investments will be purchased only in market transactions.

- Calculations of rebate liability will be performed annually by outside consultants.

- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.

- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

Records

Management and retention of records related to tax-exempt bond issues will be supervised by the Oversight Officer.

- Records will be retained for the life of the Bond plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

- Retainable records pertaining to the Tax-Exempt Bonds include transcript of documents executed in connection with the issuance of the bonds (including authorizing resolutions, Bond Ordinance, Form 8038-G, and Tax and Non-Arbitrage Certificate) and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.

- Retainable records pertaining to expenditures of Bond proceeds include requisitions, accounting statements and final allocation of proceeds.

- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.

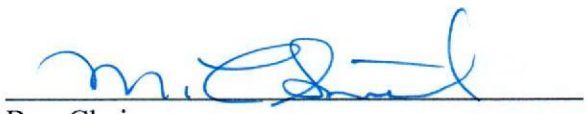
- Retainable records pertaining to investments include GIC documents under the Income Tax Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

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Overall Responsibility

Overall administration and coordination of this policy is the responsibility of the Oversight Officer.

PUTNAM PUBLIC SERVICE DISTRICT



By: Chairman

Date: June 29, 2021

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The City deems this Preliminary Official Statement to be final for the purposes of the Securities and Exchange Commission Rule 15c2-12(b)(1), except for certain information on the cover page hereof and certain pages herein which have been omitted in accordance with said Rule and which will be supplied in the final Official Statement.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 11, 2021

NEW ISSUE – BOOK-ENTRY ONLY **RATING: See "Rating" herein.**

In the opinion of Steptoe & Johnson PLLC, Bond Counsel, under existing law and assuming continuing compliance with various requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2021 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to the Code and such interest is not an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that under the laws of the State of West Virginia, as presently written and applied, the Series 2021 A Bonds are exempt from taxation by the State of West Virginia, and the other taxing bodies of the state. See West Virginia Code Section 16-13A-21 and "APPENDIX D – FORM OF OPINION OF BOND COUNSEL" herein. The above opinions are subject to certain limitations and exceptions. See "TAX MATTERS" herein.

$16,060,000*

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

Dated: Date of Delivery Due: June 1, as shown below

The Putnam Public Service District's (the "District") Water Refunding Revenue Bonds Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds") are issuable only as fully registered bonds without coupons in denominations of $5,000 and integral multiples thereof for any year of maturity. All of the Series 2021 A Bonds initially will be maintained under a book-entry system under which The Depository Trust Company, New York, New York ("DTC"), will act as securities depository. Purchases of the Series 2021 A Bonds will be in book-entry form only. Semiannual interest on the Series 2021 A Bonds is payable beginning December 1, 2021 and each June 1 and December 1 thereafter for the term of the Series 2021 A Bonds. So long as the Series 2021 A Bonds are maintained under a book-entry system, payments of the principal of, premium, if any, and interest on the Series 2021 A Bonds will be made when due by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as Paying Agent, to DTC in accordance with the Bond Resolution and any Supplemental Resolution, and the Paying Agent will have no obligation to make any payments to any beneficial owner of any Series 2021 A Bonds. See "THE SERIES 2021 A BONDS" and "APPENDIX G – BOOK-ENTRY ONLY SYSTEM."

The Series 2021 A Bonds are being issued by the District on a parity with the Series 1999 A Bonds, the Series 1999 B Bonds, the Series 2008 A Bonds, the Series 2009 A Bonds, the Series 2009 B Bonds and the Series 2020 A Bonds (each series described herein and collectively referred to as, the "Prior Bonds"). The proceeds of the Series 2021 A Bonds shall be used to provide funds to (i) currently refund the District's outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500; (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200; (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000; (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (collectively, the "RUS Bonds"); (ii) finance all or a portion of the costs of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, a water plant filtration upgrade and several line replacement projects; (iii) fund the Series 2021 A Bonds Reserve Account (defined herein) through the purchase of a municipal bond debt service reserve insurance policy (the "Series 2021 A Reserve Policy") from Build America Mutual Assurance Company ("BAM"); (iv) pay the premium for a municipal bond insurance policy (the "Series 2021 A Insurance Policy") from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) pay costs of issuance of the Series 2021 A Bonds and related costs.

The Series 2021 A Bonds are payable from and secured by the Net Revenues (defined herein) derived from the System (defined herein) and any extensions, improvements and betterments thereto on parity with the outstanding Prior Bonds, and from the funds on deposit in the Series 2021 A Bonds Sinking Fund (defined herein) and the Series 2021 A Bonds Reserve Account therein, and the Series 2021 A Reserve Policy pledged thereto, with respect to the Series 2021 A Bonds, all as more fully described herein. The Series 2021 A Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations, and the District shall not be obligated to pay the principal of, premium, if any, and interest on the Series 2021 A Bonds, except from the Net Revenues and such respective funds on deposit with the Paying Agent. THE DISTRICT HAS NO TAXING POWERS.

The Series 2021 A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

The scheduled payment of principal of and interest on the Series 2021 A Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Series 2021 A Bonds by BAM. See "BOND INSURANCE" herein.



THIS COVER PAGE, INCLUDING THE INSIDE COVER PAGE HERETO, CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELATING TO AN INVESTMENT IN THE SERIES 2021 A BONDS. INVESTORS ARE ADVISED TO READ THIS OFFICIAL STATEMENT IN ITS ENTIRETY BEFORE MAKING AN INVESTMENT DECISION.

The Series 2021 A Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, withdrawal or modification of the offering without notice and to the unqualified approval of legality by Steptoe & Johnson PLLC, Charleston, West Virginia, Bond Counsel. Steptoe & Johnson PLLC, Charleston, West Virginia, as Special Counsel to the District, will pass on certain legal matters for the District. Jackson Kelly PLLC, Charleston, West Virginia, as counsel to the Underwriter, will pass upon certain legal matters for the Underwriter. It is expected that the Series 2021 A Bonds will be available for delivery at DTC in New York, New York, on or about June 29, 2021.

Dated: _____, 2021

Crews&Associates
Member First Security Bancorp

_____

* Preliminary, subject to change.

$16,060,000*
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS
SERIES 2021 A (TAX-EXEMPT)

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS**

$4,550,000* Series 2021 A Serial Bonds

Maturity (June 1)	Amount*	Interest Rate	Price	Yield	CUSIP**
2022	$355,000	%	%	%	
2023	$365,000	%	%	%	
2024	$375,000	%	%	%	
2025	$390,000	%	%	%	
2026	$400,000	%	%	%	
2027	$410,000	%	%	%	
2028	$425,000	%	%	%	
2029	$435,000	%	%	%	
2030	$450,000	%	%	%	
2031	$465,000	%	%	%	
2032	$480,000	%	%	%	

Series 2021 A Term Bonds

$1,500,000* ____% Term Bond Due _____ 1, 2035 Price: _.___% CUSIP: _____ ___

$3,315,000* ____% Term Bond Due _____ 1, 2041 Price: _.___% CUSIP: _____ ___

$3,135,000* ____% Term Bond Due _____ 1, 2046 Price: _.___% CUSIP: _____ ___

$3,560,000* ____% Term Bond Due _____ 1, 2051 Price: _.___% CUSIP: _____ ___

_____

* Preliminary, subject to change.

**CUSIP numbers have been assigned by an independent company not affiliated with the Underwriter or the District and are included on this cover page solely for the convenience of the Owners of the Series 2021 A Bonds only at the time of issuance of the Series 2021 A Bonds. Neither the Underwriter nor the District makes any representation with respect to the accuracy of such CUSIP numbers as indicated in the above table or undertakes any responsibility for the selection of the CUSIP numbers or their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2021 A Bonds.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

PUBLIC SERVICE BOARD
Mark L. Smith, Chairman
John Inghram, Secretary
Stanley W. Booth, Treasurer

BOND COUNSEL
Steptoe & Johnson PLLC
Charleston, West Virginia

SPECIAL COUNSEL TO PUTNAM PUBLIC SERVICE DISTRCIT
Steptoe & Johnson PLLC
Charleston, West Virginia

ACCOUNTANT
Lowe & Associates, PLLC
Milton, West Virginia

UNDERWRITER
Crews & Associates, Inc.
Charleston, West Virginia
Little Rock, Arkansas

UNDERWRITER'S COUNSEL
Jackson Kelly PLLC
Charleston, West Virginia

PAYING AGENT
West Virginia Municipal Bond Commission
Charleston, West Virginia

REGISTRAR
United Bank
Charleston, West Virginia

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 A Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or to make any representations, other than as contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information set forth herein has been obtained from the District and other sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and any expression of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the District, as it relates to the System, since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein, and may not be reproduced or used, in whole or in part, for any other purposes.

The information contained in this Official Statement has been obtained from the District and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a promise by any of the foregoing. The presentation of such information is intended to show recent historic information and is not intended to indicate future or continuing trends. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District.

The Series 2021 A Bonds shall not be or constitute an indebtedness of the District within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Net Revenues of the System, on parity with the outstanding Prior Bonds, and from the funds on deposit in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account therein, and the Series 2021 A Reserve Policy pledged thereto, with respect to the Series 2021 A Bonds and the unexpended proceeds of the Series 2021 A Bonds, all as herein provided.

Municipal Bond Insurance Policy

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Series 2021 A Bonds or the advisability of investing in the Series 2021 A Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE", "APPENDIX I - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimated," "forecasted," "intended," "expected," "anticipated," "projected" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. For a discussion of certain of such risks and possible variations in results, see the information under "INVESTMENT CONSIDERATIONS" herein.

YOU SHOULD MAKE YOUR OWN DECISION WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. THE DISTRICT IS RELYING ON AN EXEMPTION FROM REGISTRATION BY QUALIFICATION UNDER THE WEST VIRGINIA SECURITIES ACT.

The Resolution (as defined herein) has not been qualified under the Trust Indenture Act of 1939, as amended because of available exemptions therefrom.

The information on any third-party website referenced in this Official Statement, which may be in the form of a hyperlink, has been provided by such third party, and the District makes no representation as to the accuracy or completeness thereof. Unless specified otherwise, such information or links contained in any such third-party website are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12.

THE FOLLOWING SENTENCE HAS BEEN PROVIDED BY THE UNDERWRITER FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

The Series 2021 A Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency has determined or confirmed the accuracy of this Official Statement.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021 A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

**$16,060,000*
PUTNAM PUBLIC SERVICE DISTRICT
WATER REFUNDING REVENUE BONDS
SERIES 2021 A (TAX-EXEMPT)**

INTRODUCTION

This Official Statement, including the cover page and appendices, is provided for the purpose of setting forth certain information concerning Putnam Public Service District, West Virginia (the "District"), the District's water distribution and treatment system hereinafter described and the District's $16,060,000* Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"). The Series 2021 A Bonds are being issued pursuant to the Constitution and laws of the State of West Virginia (the "State"), specifically Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution adopted by the Public Service Board (the "Board") of the District on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the District on May 27, 2021 (the "Supplemental Resolution") and a Certificate of Determinations dated _____, 2021 signed by the Chairman of the Board (the "Certificate of Determinations" and, together with the Bond Resolution and the Supplemental Resolution, the "Resolution"). Capitalized terms not defined herein shall have the meanings set forth in the Resolution. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION". The District owns and operates an existing water distribution and treatment system (together with all future extensions, improvements, or betterments, the "System" as hereinafter more fully described).

The proceeds of the Series 2021 A Bonds shall be used to provide funds to (i) currently refund the District's outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); (ii) finance all or a portion of the costs of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, a water plant filtration upgrade and several line replacement projects (the "Project"); (iii) fund the Series 2021 A Bonds Reserve Account (defined herein) through the purchase of a municipal bond debt service reserve insurance policy (the "Series 2021 A Reserve Policy") from Build America Mutual Assurance Company ("BAM"); (iv) pay the premium for a municipal bond insurance policy (the "Series 2021 A Insurance Policy") from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) pay costs of issuance of the Series 2021 A Bonds and related costs. The District expects to pay-off the RUS Bonds on or about June 29, 2021.

The District also has certain other prior bonds outstanding with a lien on the Net Revenues (as defined in the Resolution) of the System, which will be on a parity with the Series 2021 A Bonds as to liens, pledge and source of security for payment. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION." The following bonds (the "Prior Bonds") are payable from the Net Revenues of the System (outstanding principal balances are as of June 30, 2020 unless otherwise noted):

* Preliminary, subject to change.

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000, of which $5,697,194 was outstanding as of June 30, 2020 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000, of which $2,885,000 was outstanding as of June 30, 2020 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000, of which $1,257,195 was outstanding as of June 30, 2020 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000, of which $360,162 was outstanding as of June 30, 2020 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000, of which $57,443 was outstanding as of June 30, 2020 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds").

The Prior Bonds are payable from and secured by a first lien on the Net Revenues of the System.

The Series 2021 A Bonds are payable from and secured by the Net Revenues derived from the System on parity with the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds is also secured by the moneys on deposit in the Series 2021 A Bonds Sinking Fund, including the Series 2021 A Bonds Reserve Account therein. The Series 2021 A Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations, and the District shall not be obligated to pay the Series 2021 A Bonds or premium, if any, or the interest thereon except from such Net Revenues and such funds on deposit. See "SECURITY FOR THE SERIES 2021 A BONDS." Additionally, the payment of the principal of and interest on the Series 2021 A Bonds when due will be guaranteed under the Series 2021 A Municipal Bond Insurance Policy to be issued by BAM. See "BOND INSURANCE" and "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

The District also owns and operates an existing sanitary sewer collection and treatment system (the "Sewer System"). Neither the assets of, nor the revenues from, the Sewer System are pledged to, or may be utilized for, the payment of principal of, premium, if any, or interest on, the Series 2021 A Bonds, the Prior Bonds, or any Additional Parity Bonds. Operating expenses and overhead of the District are allocated between the System and the Sewer System.

For a further description of the System, see "APPENDIX B – THE DISTRICT AND THE SYSTEM".

Pursuant to the Resolution, the District has covenanted and agreed that the schedule or schedules 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, as that term is defined in the Resolution, of the System and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service, as that term is defined in the Resolution, on the Series 2021 A Bonds, and all obligations issued on a parity with or junior to the Series 2021 A Bonds, including the Prior Bonds and any Additional Parity Bonds issued after the issuance of the Series 2021 A Bonds. See "SECURITY FOR THE SERIES 2021 A BONDS – Rate Covenant" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION".

The Series 2021 A Bonds will be dated, will mature, will bear interest and will be subject to redemption prior to maturity as more fully described on the cover page and under the heading "THE SERIES 2021 A BONDS" herein. The Series 2021 A Bonds initially will be maintained under a book-entry system. So long as the Series 2021 A Bonds are maintained under a book-entry system, the manner of payment, the denominations, the transfer and exchange of ownership and the method of providing notice of redemption to the owners of the Series 2021 A Bonds shall be determined as described under "THE SERIES 2021 A BONDS - Book-Entry Only System" herein. See also "APPENDIX G - BOOK-ENTRY ONLY SYSTEM" herein. If the book-entry system is discontinued, principal of, interest, and premium, if any, on the Series 2021 A Bonds will be payable by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (the "Bond Commission" or the "Paying Agent"), to the owners thereof at the addresses appearing in the books kept by United Bank, Charleston, West Virginia, as registrar (the "Registrar"). For further information describing the method of payment and other matters in the event the book-entry system is discontinued, see "THE SERIES 2021 A BONDS" herein.

For a description of the exclusion of interest on the Series 2021 A Bonds from gross income for federal income tax purposes and the exclusion of interest on the Series 2021 A Bonds from gross income for state income tax purposes, see "TAX MATTERS" herein.

The District may issue additional bonds on parity with the Prior Bonds and the Series 2021 A Bonds for the purpose of financing the cost of the design, acquisition, construction and equipping of extensions additions, improvements and betterments to the System, refunding the Series 2021 A Bonds, refunding any or all of the Prior Bonds, or any or all Additional Parity Bonds issued after the issuance of the Series 2021 A Bonds, or to pay claims which may exist against the revenues or facilities of the System, or all of such purposes subject, in each case, to certain tests and conditions provided for by the Resolution. See "SECURITY FOR THE SERIES 2021 A BONDS - Additional Parity Bonds" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Brief descriptions of the Series 2021 A Bonds, the Resolution, the District and certain provisions of the Resolution and the Act are set forth in this Official Statement, as well as other information contained in the appendices hereto. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Resolution, provisions of the Act and other applicable laws of the State are qualified in their entirety by reference to each such document or law. References herein to the Series 2021 A Bonds are qualified in their entirety by reference to the form thereof included in the Resolution and the information with respect thereto included in the aforesaid documents. Capitalized terms used and not otherwise defined in this Official Statement shall have the respective meanings given them in the Resolution. Copies of the Resolution and other applicable documents may be obtained from the District or, during the period of offering the Series 2021 A Bonds, from the Underwriter.

Bond Insurance

Payments of principal of and interest on the Series 2021 A Bonds when due for payment and unpaid by reason of nonpayment under the circumstances hereinafter described, including any such payment of principal or interest made to any Registered Owner of Series 2021 A Bonds which has been recovered from such registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, non-appealable order of a court having competent jurisdiction, will be insured by a municipal bond insurance policy to be issued by BAM. See "BOND INSURANCE" and "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

THE SERIES 2021 A BONDS

General

The Series 2021 A Bonds shall be dated the date of delivery, and shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date (defined herein) but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 A Bonds has been paid, from the date thereof; provided however, that if, as shown by the records of the Registrar, interest on such Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in exchange for Series 2021 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 A Bonds surrendered. The Series 2021 A Bonds will bear interest from their date, payable semiannually on each June 1 and December 1, commencing December 1, 2021, upon original issuance, at the rates per annum and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest accruing on the Series 2021 A Bonds shall be payable by check or draft mailed by the Bond Commission to the Registered Owner as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of the Series 2021 A Bonds, that special record date to be fixed by the Registrar by notice given to the Registered Owners not less than ten (10) days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the District maintained by the Registrar, or at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least five (5) days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender for payment at the office of the Paying Agent, in Charleston, West Virginia.

The Series 2021 A Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof for any year of maturity. The Series 2021 A Bonds initially shall be maintained under a book-entry system; Beneficial Owners shall have no right to receive physical possession of the Series 2021 A Bonds and payments of principal of, redemption price if any, and interest on the Series 2021 A Bonds will be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein. If the book-entry system is discontinued, interest on the Series 2021 A Bonds will be payable by check or draft made payable and mailed to the owners thereof at the addresses appearing in the books kept by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date"). If the book-entry system is discontinued, principal of and premium, if any, on the Series 2021 A Bonds will be payable to the owner thereof upon surrender thereof at the office of the Paying Agent.

Optional Redemption

The Bonds maturing on or after June 1, 20__ are subject to redemption prior to maturity at the option of the District on and after June 1, 20__, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the District and by lot within a maturity, at the following redemption prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Redemption Period	Redemption Price
June 1, 20__, through _____, 20__, inclusive	___.__%
June 1, 20__, through _____, 20__, inclusive	___.__%
June 1, 20__, and thereafter	___.__%

So long as the Series 2021 A Bonds are maintained under a book-entry system, the selection of individual ownership interests in the Series 2021 A Bonds to be credited with any partial redemption shall be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

Mandatory Sinking Fund Redemption

The Series 2021 A Bonds maturing June 1, 20__, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 20__

Year (June 1)	Principal Amount
20__	$_____
20__	$_____
20__*	$_____

*Final Maturity.

The Series 2021 A Bonds maturing June 1, 20__, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 20__

Year (June 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Final Maturity.

The Series 2021 A Bonds maturing June 1, 20__, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 20__

Year (June 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Final Maturity.

The Series 2021 A Bonds maturing June 1, 20__, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 20__

Year (June 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Final Maturity.

So long as the Series 2021 A Bonds are maintained under a book-entry system, the selection of individual ownership interests in the Series 2021 A Bonds to be credited with any partial redemption shall be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

Notice of Redemption

Unless waived by any Registered Owner of the Series 2021 A Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the District by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the applicable Bond Insurer, if any, and the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Registrar. Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of any proceedings for the redemption of the Series 2021 A Bonds, and failure to mail such notice shall not affect the validity of any such proceedings for the redemption of any portion of the Series 2021 A Bonds for which there was no failure. After notice of redemption has been given in the manner hereinabove and in the Resolution described, and moneys necessary therefor have been deposited with the Paying Agent, the Series 2021 A Bonds specified in such notice shall on the date fixed for redemption be deemed paid, and interest thereon shall cease to accrue.

Book-Entry Only System

The Series 2021 A Bonds will be issued as fully registered Series 2021 A Bonds without coupons, in denominations of $5,000 or any integral multiples thereof for any year of maturity. Interest on the Series 2021 A Bonds shall be payable by check or draft made payable and mailed by the Paying Agent, to the Registered Owner thereof as of the applicable Record Date (each May 15 and November 15) or, at the option of any Registered Owner of $1,000,000 or more of the Series 2021 A Bonds, by electronic or wire transfer to a domestic bank account specified in writing at least five (5) days prior to the Record Date by such Registered Owner. Principal of, and interest and premium, if any, on, the Series 2021 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender thereof at the principal corporate trust office of the Paying Agent.

Ownership of any Series 2021 A Bond may be transferred only by transfer of registration presented to the Registrar by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney or legal representative. Upon any such transfer of a Series 2021 A Bond, there will be issued another Series 2021 A Bond or Series 2021 A Bonds, at the option of the Holder or transferee, of the aggregate principal amount equal to the unpaid amount of the transferred Series 2021 A Bond and of the same series, interest rate and maturity of said transferred Series 2021 A Bond. For every exchange or transfer of Series 2021 A Bonds, the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer. Any applicable tax, governmental charge or charge to reimburse the Registrar for any tax or governmental charge shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 A Bonds that have been called for redemption.

Purchasers of the Series 2021 A Bonds will not receive certificates representing their interests in the Series 2021 A Bonds purchased. The Series 2021 A Bonds are available in book-entry form only and will be registered in the name of "Cede & Co." See "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein. So long as Cede & Co. is the registered owner of the Series 2021 A Bonds as nominee of The Depository Trust Company, New York, New York ("DTC"), references herein to the Bondholders or registered owners of the Series 2021 A Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2021 A Bonds.

The District cannot or does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series 2021 A Bonds (1) payments of principal of or interest and premium, if any, on the Series 2021 A Bonds, (2) confirmation of beneficial ownership interest in the Series 2021 A Bonds, or (3) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2021 A Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "rules" applicable to DTC are on file with the Securities and Exchange Commission, and the current "procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the District nor the Paying Agent shall have any responsibility or obligation to any Direct Participant, Indirect Participant, Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Participant, (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption price of or interest on the Series 2021 A Bonds, (3) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Resolution to be given to Bondholders, or (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2021 A Bonds.

FINANCING PLAN

The proceeds of the Series 2021 A Bonds will be used, together with other available funds, as follows: (i) to finance the costs of currently refunding the RUS Bonds; (ii) finance all or a portion of the costs of the Project; (iii) to fund the Series 2021 A Bonds Reserve Account through the purchase of the Series 2021 A Reserve Policy from BAM; (iv) to pay the premium for the Series 2021 A Insurance Policy from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) to pay costs of issuance of the Series 2021 A Bonds and related costs. The District expects to pay-off the RUS Bonds on or about June 29, 2021.

Sources and Uses of Funds

Sources of Funds:	
Principal Amount of Series 2021 A Bonds	$16,060,000.00*
[Net] Original Issue Premium	$
Total Sources	$
Uses of Funds:	
Project Fund	
Payment of RUS Bonds	$
Costs of Issuance (1)	$
Total Uses	$

* Preliminary, subject to change.

(1) Includes Series 2021 A Insurance Policy premium, Series 2021 A Reserve Policy premium, bond counsel fees, underwriter's discount and underwriter's counsel fees, rounding amount, registrar's fee and other miscellaneous expenses relating to the issuance of the Series 2021 A Bonds.

SECURITY FOR THE SERIES 2021 A BONDS

The Series 2021 A Bonds are special obligations of the District and are payable as to principal, premium, if any, and interest solely from the sources described below. The District is under no obligation to pay the Series 2021 A Bonds except from said sources.

Sources of Payment

The payment of the debt service on the Series 2021 A Bonds shall be secured forthwith equally and ratably by a first lien on and pledge of the Net Revenues derived from the operation of the System on parity with each other and the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds is also secured by the funds on deposit in the Series 2021 A Bonds Sinking Fund, including the Series 2021 A Bonds Reserve Account therein, and the Series 2021 A Reserve Policy pledged thereto. See "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein. The Net Revenues derived from the System are irrevocably pledged to the payment of the principal of and interest on the Prior Bonds and the Series 2021 A Bonds as the same become due and for the other purposes provided in the Resolution. See "APPENDIX H – ANNUAL DEBT SERVICE FOR PRIOR BONDS AND SERIES 2021 A BONDS" herein. The District has covenanted that the Net Revenues shall be sufficient (1) to pay the principal of and interest on the Prior Bonds, (2) to make the payments into the Series 2021 A Bonds Sinking Fund, (3) to make the payments into the Series 2021 A Bonds Reserve Account and the Prior Bonds Reserve Accounts, and (4) to make all other payments provided for in the Resolution, including payment of all Operating Expenses of the System. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Rate Covenant

Pursuant to the Resolution, the District covenants and agrees that the schedule or schedules 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 (as such term is defined in the Resolution) of the System and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service (as such term is defined in the Resolution) on the Series 2021 A Bonds, and all obligations issued on a parity with the Series 2021 A Bonds, including the Prior Bonds. Such schedule of rates and charges shall be changed and adjusted, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. See "APPENDIX F- FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

The District is required to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within ninety (90) days following a determination of an Independent Certified Public Accountant (as such term is defined in the Resolution) that less than the above required coverage exists or in the event that the annual audit report shows less than the above required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Series 2021 A Bonds Reserve Account

The Series 2021 A Bonds Reserve Requirement is $_____, which is equal to _____, being the least of (i) 10% of the original stated principal amount of the Series 2021 A Bonds; (ii) the maximum amount of principal and interest which will become due on the Series 2021 A Bonds in any Fiscal Year; or (iii) 125% of the average amount of principal and interest which will become due on the Series 2021 A Bonds. The District will obtain the Series 2021 A Reserve Policy from BAM in the amount equal to the Series 2021 A Bonds Reserve Requirement which shall be pledged to the Series 2021 A Bonds Reserve Account. In the event funds in the Series 2021 A Bonds Sinking Fund are insufficient to pay the principal of and/or interest on the Series 2021 A Bonds, the Paying Agent shall submit a Notice of Nonpayment to BAM, which will, pursuant to the Series 2021 A Reserve Policy, pay the Paying Agent sufficient amounts to make payments of principal of and/or interest on the Series 2021 A Bonds as the same becomes due, subject to the Series 2021 A Reserve Policy. If the Series 2021 A

Reserve Policy is not in effect, the Paying Agent shall withdraw cash from the Series 2021 A Bonds Reserve Account for transfer to the Series 2021 A Bonds Sinking Fund

Information with respect to BAM and the Series 2021 A Reserve Policy is set forth in "BOND INSURANCE" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein. Under the Series 2021 A Reserve Policy, the District is required to repay any draws upon the Series 2021 A Reserve Policy and any administrative expenses incurred by BAM, together with interest on the draws and the administrative expenses (collectively, the "Policy Costs"). Repayment of the Policy Costs must commence in the first month following each draw on the Series 2021 A Reserve Policy, and each monthly payment must be in an amount at least equal to 1/12th of the aggregated Policy Costs related to such draw.

The amount available under the Series 2021 A Reserve Policy will be reduced by, and to the extent of, any payment made pursuant to the Series 2021 A Reserve Policy. Amounts equal to Policy Costs paid to BAM, will be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Series 2021 A Reserve Policy will be increased by a like amount, subject to the terms of the Series 2021 A Reserve Policy. All cash and investments, if any, in the Series 2021 A Bonds Reserve Account shall be transferred to the Series 2021 A Bonds Sinking Fund for payment of the debt service on the Series 2021 A Bonds before any draw may be made on the Series 2021 A Reserve Policy. The District does not expect there to be any cash or investments in the Series 2021 A Bonds Reserve Account.

If the Series 2021 A Reserve Policy is not in effect, in the event of a transfer from the Series 2021 A Bonds Reserve Account to the Series 2021 A Bonds Sinking Fund as aforesaid, the District shall restore the balance to the Series 2021 A Bonds Reserve Account in an amount up to the Series 2021 A Bonds Reserve Requirement. The transfer of any cash by the District from the Series 2021 A Bonds Reserve Account to the Series 2021 A Bonds Sinking Fund shall be replenished over twelve (12) equal monthly payments.

The District's obligation to repay the Policy Costs or to otherwise replenish the Series 2021 A Bonds Reserve Account will be secured only by the Net Revenues derived from the System and the funds on deposit in the Renewal and Replacement Fund.

The District shall be required to replace the Series 2021 A Reserve Policy, or fund the Series 2021 A Bonds Reserve Account with cash, only in the event that BAM, or its successor or assign, ceases to be licensed by at least one state of the United States of America to provide such Series 2021 A Reserve Policy or similar insurance product. In such event, the District shall have twelve (12) months after becoming aware of such event to either provide a new municipal bond debt service reserve insurance policy for, or deposit sufficient cash in, the Series 2021 A Bonds Reserve Account to satisfy the Series 2021 A Bonds Reserve Requirement therefor.

Renewal and Replacement Fund

The District is required after the payments into the Series 2021 A Bonds Sinking Fund and the sinking funds created for the Prior Bonds and after the payment of Operating Expenses, on the first day of each month, commencing with the first month in which interest is payable from the Revenue Funds, to transfer to the Renewal and Replacement Fund a sum equal to two and one half percent (2½%) of the Gross Revenues each month, exclusive of any payments for the Series 2021 A Bonds Reserve Account in the Series 2021 A Bonds Sinking Fund and the reserve accounts in the sinking funds of the Prior Bonds.

Withdrawals and disbursements from the Renewal and Replacement Fund shall be made (a) to pay the reasonable costs of replacements, emergency repairs, improvements or extensions to the System; or (b) to make up any deficiency in the Reserve Accounts.

Working Capital Reserve

Pursuant to Chapter 24, Article 1, Section 1(k) of the State Code effective June 12, 2015, the System is required to ". . . maintain a working capital reserve in an amount of no less than one eighth of actual annual operation and maintenance expense." The District has, as required by State law, adopted a budget for the System for the 2021-2022 fiscal year that includes the required working capital reserve. The District will budget for the working capital reserve in future fiscal years. In the event that any audited or un-audited year-end financial statement of the System shall find that the working capital reserve for such fiscal year was insufficient, such finding shall not be a default on the Series 2021 Bonds.

Application of Revenues

The entire Gross Revenues derived from the operation of the System shall be deposited by the District in the Revenue Fund and shall be disposed of only in the following manner and order of priority:

(1) The District shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.

(2) The District shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay interest on the Prior Bonds; and (ii) to the Commission commencing seven (7) months prior to the first interest payment date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than seven (7) months, then such monthly payments shall be decreased or increased proportionately to provide, one (1) month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2021 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund.

(3) The District shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay principal on the Prior Bonds; and (ii) to the Commission commencing thirteen (13) months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund and in the Series 2021 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than thirteen (13) months (or seven (7) months if the Series 2021 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, one (1) month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

(4) The District shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2021 A Bonds Reserve Account an amount sufficient to remedy any decrease in value of the Series 2021 A Bonds Reserve Account below the Series 2021 A Bonds Reserve Account Requirement or any withdrawal from the Series 2021 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 A

Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 A Bonds Reserve Account is less than the Series 2021 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2021 A Bonds Reserve Account for deposit into the Series 2021 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 A Bonds Reserve Account to an amount equal to the Series 2021 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2021 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than six (6) equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 A Bonds Reserve Account, such shortfall shall be replenished by not less than twelve (12) equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2021 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2021 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2021 A Bonds when due, jointly, and pro rata, when amounts in the Series 2021 A Bonds Sinking Fund are insufficient therefore and for no other purpose.

(5) The District shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the Prior Bonds, the Series 2021 A Bonds and any parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Enforcement of Collections

The District covenants in the Resolution to 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 and 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 (the "Commission" or the "PSC") or other laws of the State. The District covenants and agrees in the Resolution that it will, subject to the laws of the State and regulations of the Commission, discontinue services to all delinquent users of services and facilities of the System, until such delinquent amounts, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the Commission regulations has been entered. See "STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES," "APPENDIX B – THE DISTRICT AND THE SYSTEM" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Additional Parity Bonds

So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. In addition, no Additional Parity Bonds, as defined in the Resolution, payable out of the Net Revenues of the System shall be issued after the issuance of the Series 2021 A Bonds pursuant to the Resolution, except under the conditions and in the manner therein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant to the Resolution, or refunding the Prior Bonds, to pay claims which may exist against the revenues or facilities of the System, or all of such purposes.

So long as the Prior Bonds are Outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any twelve (12) consecutive months, within the eighteen (18) months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2021 A Bonds then Outstanding;

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

(4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the District shall be permitted to issue bonds which refund any Outstanding Series 2021 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds, if, prior to the issuance of such refunding bonds, the District shall have provided: (i) a verification report of the Independent Certified Public Accountants concluding that present value debt service savings shall be realized by the District as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds Outstanding after such refunding;

(2) The Series 2021 A Bonds Outstanding after such refunding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in the Resolution which shall be Outstanding following such refunding; and

(4) The Additional Parity Refunding Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years," as that term is used in the computation provided in the above paragraph, shall include the increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Parity Bonds and any increase in rates adopted by the District, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated

in the aforementioned certificate of an Independent Certified Public Accountant, procured by the District prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period hereinabove 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 Accountant as stated in a certificate, on account of increased rates, rentals, fees and charges for the System adopted by the District, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds, and all the covenants and other provisions of the Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2021 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds (except for the Series 1987 B Bonds and the Series 1990 B Bonds, which are Second Lien Bonds), regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net Revenues, without preference of any Bond over any other. The District shall comply fully with all the increased payments into the various funds and accounts created by the Resolution required for and on account of such Additional Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to the Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The District shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Net Revenues, with the Series 2021 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in the Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in the Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the District states that the District was not in compliance with the rate covenant in the Resolution for the year being audited and the District has, as required by the Resolution, initiated the process of implementing a rate increase sufficient to comply with the Resolution, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of Resolution, so as to prevent the District from issuing Additional Parity Bonds.

Notwithstanding any other provisions set forth in the Resolution, the District may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION".

BOND INSURANCE

The District has applied to, and executed commitments from, BAM for the issuance, concurrently with the issuance of the Series 2021 A Bonds, of the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy. Information regarding BAM, the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy, specifically including in this section, "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY," has been furnished by BAM for inclusion in this Official Statement. No representation is made by the District nor the Underwriter as to the accuracy, completeness or adequacy of such information or as to the absence of material adverse changes in the condition of BAM. Reference is made to "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY," and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" for specimens of the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy, which should be read in their entirety.

Bond Insurance Policy

Concurrently with the issuance of the Series 2021 A Bonds, BAM will issue the Series 2021 A Insurance Policy for the benefit of the holders of the Series 2021 A Bonds. The Series 2021 A Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2021 A Bonds when due as set forth in the form of the Series 2021 A Insurance Policy included as an appendix in this Official Statement.

The Series 2021 A Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Build America Mutual Assurance Company

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Series 2021 A Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Series 2021 A Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Series 2021 A Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Series 2021 A Bonds, nor does it guarantee that the rating on the Series 2021 A Bonds will not be revised or withdrawn.

Capitalization of BAM.

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2021 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $477.7 million, $156.4 million and $321.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Series 2021 A Bonds or the advisability of investing in the Series 2021 A Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM.

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the District of or the Underwriter for the Series 2021 A Bonds, and the District and Underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Series 2021 A Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Series 2021 A Bonds, whether at the initial offering or otherwise.

THE DISTRICT AND THE SYSTEM

The District is a public corporation and political subdivision created under authority of The County Commission of Putnam County, West Virginia (the "County Commission"), on September 2, 1959 (then known as Teays Valley Public Service District), pursuant to Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended. The District's Public Service Board is composed of three members appointed by the County Commission. The District is responsible for providing water distribution and treatment services for an area totaling 14.785 square miles in Putnam County. For a more detailed description of the service area of the District, see "APPENDIX B – THE DISTRICT AND THE SYSTEM – Service Area." The District serves approximately 9,223 residential and 614 commercial/other customers, as of June 30, 2020.

For additional information regarding the County, see "APPENDIX A – ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING PUTNAM COUNTY, WEST VIRGINIA" herein. For information regarding the District and the System, see "APPENDIX B – THE DISTRICT AND THE SYSTEM" herein.

STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES

State Utility Regulation

In West Virginia, public service districts providing water and sewer service are subject to regulatory oversight by the Public Service Commission of West Virginia (the "PSC"). Such regulatory oversight includes, but is not limited to, regulation of measurements, practices, acts or services, regulation of the submission of tariffs, regulation of rates and charges, adjudication of service territory disputes and regulation of the construction of projects.

The PSC's regulatory oversight has been limited as the result of legislation enacted by the West Virginia Legislature in March 2015, which was further clarified through additional legislation enacted by the West Virginia Legislature in March 2017 (collectively, the "2015 Legislation"). Among other regulatory changes, the 2015 Legislation amended:

(i) West Virginia Code Section 16-13A-25 to give all public service districts "plenary power to borrow money, enter into contracts for the provision of engineering, design or feasibility studies, issue or contract to issue revenue bonds . . . .";

(ii) West Virginia Code Section 24-2-11 to provide that a public service district providing water, sewer and/or stormwater services and having at least 4,500 customers and annual gross combined revenues of $3 million or more is not required to obtain a certificate of public convenience and necessity from the PSC for the construction of public utility assets which are outside of "the usual course of business"; and

(iii) West Virginia Code Section 16-13A-9 to provide that a public service district "with at least 4,500 customers and annual combined gross revenue of $3 million or more from its separate or combined services" may establish its rates without regulatory oversight by the PSC.

Public service districts providing potable water and/or sanitary sewer service which have "at least 4,500 customers" and "annual combined revenue of $3,000,000 or more" from such potable water and sewer systems are considered "Exempt Utilities."

As a result of the 2015 Legislation and satisfying the requirements to be an "Exempt Utility," the District was specifically exempted from PSC regulation and approval of:

(i) Amendments and modifications to rates and charges of the System; and

(ii) The requirement to obtain prior PSC approval for construction of capital projects which are outside "the normal course of business."

With respect to those issues related to the District over which the PSC has regulatory oversight, such as customer complaints and inter-utility agreements, the PSC has two levels of review. Most cases are initially assigned to an administrative law judge ("ALJ") for decision. The PSC employs a "staff" comprised of engineers, lawyers, and financial analysts (the "Staff") to review cases and make recommendations. The District is also permitted to make recommendations, as are other parties who are granted "intervenor" status. The ALJ may conduct an evidentiary hearing, at which evidence is presented and witnesses for all parties may be cross-examined, after which a recommended decision is issued. Any party to the underlying proceeding, including a party granted intervenor status, may take exception to the recommended decision of the ALJ, in which case the matter is referred to the full PSC for decision.

The PSC is comprised of three individuals appointed by the Governor, and confirmed by the State Senate, for staggered six-year terms. West Virginia Code Section 24-1-3 provides that one of the PSC Commissioners

must be a lawyer licensed in West Virginia. The current composition of the PSC may be found at http://www.psc.state.wv.us/Bios/default.htm. The PSC also employs lawyers and financial analysts who work specifically for the PSC and are distinctly separate from the Staff.

Rate Modification Procedure

Pursuant to West Virginia Code Sections 16-13A-9, 24-2-1, 24-2-2, 24-2-3, and 24-2-4a the District is not required to obtain PSC approval to modify rates. West Virginia Code Section 16-13A-9 requires the District to provide its customers advance notice of a decision by the District to modify rates. Once the District provides the notice, West Virginia Code Section 16-13A-9 requires that the District read the proposed modified rates, fees, and charges at two meetings with at least two weeks intervening between each meeting. The District must also conduct a public hearing with, or following, the second reading. Once the District's Public Service Board approves the modified rates, West Virginia Code Section 16-13A-9 requires the District to forward the increased rates to the County Commission for review. Upon receiving the modified rates, the County Commission may reject, modify or approve the increased rates within 45 days. If the County Commission takes no action on the request for modified rates within the 45-day period, the rate modification is considered approved. If the County Commission decides to approve the modified rates, the rates go into effect 45 days following approval by the County Commission. The County Commission may waive the 45-day waiting period if it makes a finding, which is approved by vote of the County Commission in a public meeting, that the District is in financial distress such that the 45-day waiting period would be detrimental to the ability of the District to deliver continued and compliant public services. Should the County Commission reject the modified rates, the District's modified rates WILL NOT go into effect. Should this happen, the District has no other option for modifying its rates, nor does it have recourse through the PSC. West Virginia Code Section 24-2-1 specifically provides, however, **"[i]n the event that [the District] has a deficiency in either its bond revenue or bond reserve accounts, or is otherwise in breach of a bond covenant, the bond holder may petition the Public Service Commission for such redress as will bring the accounts to current status or otherwise resolve the breached covenant, and the commission shall have jurisdiction to fully resolve the alleged deficiency or breach."**

Resolution to Approve Projects "Outside the Normal Course of Business"

Since the District satisfies the customer and gross revenue thresholds for West Virginia Code Section 24-2-11, the District 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 which are "outside the normal course of business." The District may issue bonds and undertake "normal course of business" construction projects without PSC oversight. For construction projects which are "outside the normal course of business," however, the District is required to enact, following customer notice and a public hearing, a "Project Resolution."

Enactment of a Project Resolution requires a minimum of four to six weeks, including pre-enactment notice of the proposed capital project and any change in rates and charges associated with the capital project. The Board of the District must have two readings of a Project Resolution, separated by not less than fourteen (14) days, with a public hearing prior to the second reading. Pre-enactment notice of the capital project and any associated change in rates and charges must be provided to the District's customers with the billing statement in the calendar month prior to the calendar month in which the public hearing on the Project Resolution is held.

Recent Court Decision Regarding Scope of PSC Authority over Exempt Utilities

The scope of regulatory authority of the PSC over Exempt Utilities has been effectively enlarged by a recent court decision. Specifically, in SWVA v. Huntington Sanitary Board, *et. al.*, Case Number 17-0120 (Memorandum Decision, December 14, 2017), the Supreme Court of Appeals of West Virginia held, among other things, that the PSC retains jurisdiction over, and is the proper venue for, complaints by customers of such large public water and sewer utilities for failure to satisfy statutorily mandated public notice requirements for approval by the Exempt Utility's governing body of (1) amendments and modifications of rates and charges for public water and public sewer systems; and (2) construction of projects for public water and/or sewer systems which are "outside of the normal course of business." Accordingly, while the changes to the state regulatory structure through the 2015 Legislation result in significant savings of both time and expense for the District when pursuing

both rate increases and capital projects, SWVA v. Huntington Sanitary Board, et al. created some uncertainty regarding the extent to which the regulatory jurisdiction of the PSC has been reduced.

Retail Customer Collection Process

The 10-year average of uncollectible accounts is approximately 2.0% of invoices issued for utility services.

The District employs a regimented collection protocol, including written reminder notices, phone calls, emails and texts to customers with late accounts. Upon default, and pursuant to tariff and state law, the District will physically terminate water service for a past due account. Reactivation of service occurs only upon full payment of the account and a deposit made as guarantee against future service billing. Pursuant to District policy and state law, the District offers payment arrangements in hardship cases. No free service, however, is offered or provided to any customer, private or public.

New customers must provide a security deposit before service is provided. The deposit is held for a minimum of one (1) year and, if the account is and has been current, it is returned as a credit on a bill. In the case of unpaid final bill balances, with which there is no active customer account, the accounts are referred to a third-party collection agency thirty (30) days after the bill is past due.

Resale Customer Collection Process

The PSC has jurisdiction over collection issues between utilities. Accordingly, in the event that any of the Resale Customers becomes delinquent, the PSC is the appropriate venue for the District to seek redress. The PSC has the authority to order the rates of the customers of a Resale Customer increased and/or the imposition of a surcharge on the customers of the Resale Customer in order to assure the full payment to the District. The District does not have the ability to terminate service to any Resale Customer without PSC approval.

INVESTMENT CONSIDERATIONS

COVID-19

The spread of the coronavirus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019" ("COVID-19") has been declared a pandemic by the World Health Organization. COVID-19 is currently altering the behavior of individuals and businesses in a manner that is having negative effects on global, national, and local economies. State and local governments, including the state of West Virginia, have announced orders, recommendations and other measures intended to slow the spread of COVID-19, including the closing of businesses and stay-at-home orders. These COVID-19 measures are changing rapidly, often daily, and in some cases, multiple times in a single day. As a result, unemployment claims are accelerating in many areas due to these developments.

On March 23, 2020, West Virginia Governor Jim Justice issued Executive Order 9-20 (the "Stay-At-Home Order") which, with certain exceptions that include, but are not limited to, essential infrastructure and critical infrastructure as more particularly described therein, ordered West Virginians to stay home whenever possible due to the presence of COVID-19 in the State. Since then, many businesses in West Virginia have been closed or have been required to implement restrictive measures with respect to the provision of goods and services. Many individuals in West Virginia are experiencing layoffs as a result of such closed or diminished businesses, and such loss of employment could result in permanent or long-term layoffs.

Additionally, on March 26, 2020, Governor Justice issued Executive Order 13-20, pursuant to which the date on which second-half 2019 ad valorem property taxes become delinquent was extended from April 1, 2020 to May 1, 2020. Subsequently, Governor Justice issued Executive Order No. 32-20 (the "Safer-At-Home Order"), and on May 4, 2020, it replaced the Stay-At-Home Order. More recently, though, on April 19, 2021, Governor Justice issued Executive Order No. 12-21, expressly terminating or otherwise rendering moot, multiple prior

COVID-19 executive orders—including Executive Orders 9-20 and 32-20. As a result, the Stay-At-Home Order and the Safer-At-Home Order were terminated, effective as of 12:01 AM on April 20, 2021.

The District has not seen a decrease in water usage during the COVID-19 pandemic, although there have been a number of delinquent customer accounts during such time. The District has participated in a State of West Virginia program funded from moneys received by the State through the CARES Act, under which customers with delinquent bills were able to apply to the State for payment assistance, and the State would make payments directly to the District to apply to such delinquent accounts.

It is unknown how extensive the spread of the COVID-19 disease will be in West Virginia, or how long restrictions will remain in place. While the total adverse impact is currently unknown, COVID-19 could negatively impact the economic activity in the state of West Virginia and in Putnam County, which could negatively impact the amount of revenues available for payment of the Series 2021 A Bonds. Therefore, there can be no assurance that the spread of the COVID-19 will not adversely impact state and local economies.

Net Revenue Pledge

The Series 2021 A Bonds are secured solely by the Net Revenues of the System, on a parity with the Prior Bonds, and any hereafter issued Additional Parity Bonds. There can be no guarantee that current rates of the System will always produce revenue sufficient to first pay the operating expenses of the System and then pay the debt service on the Series 2021 A Bonds, the Prior Bonds, and any hereafter issued Additional Parity Bonds. The District has covenanted in the Resolution to raise the rates of the System if the Net Revenues of the System are not sufficient to provide 115% coverage of the maximum annual debt service of the Series 2021 A Bonds, the Prior Bonds, and any hereafter issued Additional Parity Bonds. Presently, under State law, any rate modification approved by the District must also be approved by the County Commission. Further discussion of rate review by the County Commission is set forth under the heading "STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES" herein.

The District anticipates issuing additional bonds secured by the Net Revenues of the System, provided that the coverage and parity tests for the Series 2021 A Bonds, and the Prior Bonds are satisfied. The District is not required to obtain the consent of the owners of the Series 2021 A Bonds to the issuance of obligations secured by Net Revenues. However, the parity tests contained in the Resolution authorizing the Series 2021 A Bonds must be met in order for the District to issue additional obligations secured by Net Revenues.

The District also operates a sanitary sewer collection and treatment system. No revenues of the District's sanitary sewer collection and treatment system are pledged to, or available for, the payment of operating and interest expenses of the System or the payment of debt service on the Bonds.

Future Legislation

Current or future legislative proposals, if enacted into law, may cause interest on the Series 2021 A Bonds to be subject, directly or indirectly, to federal income taxation or otherwise prevent holders of the Series 2021 A Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Series 2021 A Bonds. Prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

It is not an event of default on the Series 2021 A Bonds if any legislation is enacted reducing or eliminating the exclusion of interest on state and local government bonds from gross income for federal income tax purposes or adversely impacting the tax treatment of such bonds for State tax purposes.

Working Capital Fund

The 2015 Legislation amended West Virginia Code Section 24-1-1 to provide: "an adequate cash working capital fund is essential to allow water and sewer utilities that are political subdivisions of the state to deliver continuous and compliant service." As such, West Virginia Code Section 24-1-1 requires the District to "maintain a working capital reserve in an amount of no less than one eighth of actual annual operation and maintenance expense" (the "Working Capital Reserve"). The funds in the Working Capital Reserve are separate and apart from the 2.5% of net revenues that water and sewer utilities, such as the District, with outstanding long-term debt are generally required to maintain in a "Renewal and Replacement Fund" or "Depreciation Account" each month. West Virginia Code Section 24-1-1 specifically states that in calculating the Working Capital Reserve, the monthly contribution of 2.5% of the District's Net Revenues to the Renewal and Replacement Fund is not included.

Treatment of Renewal and Replacement Funds

Funding agencies in West Virginia require public service districts, pursuant to the terms of their outstanding bonds, to deposit 2.5% of net revenues in a "Renewal and Replacement Fund" or "Depreciation Account" each month. The purpose of this account is to provide monies for capital repairs and improvements, to construct extensions, and to make up the deficiencies in reserve funds. In recent years, the PSC has taken the position that while the deposits should be made into the account each month, such deposits are to be included in the calculation of the District's funds available for capital additions for the year. The PSC generally calculates funds available for capital additions by averaging capital additions for the last five years; provided, however, the PSC will consider a different calculation if the utility can demonstrate the need for a higher capital requirement. As a result, the District is not permitted to accumulate funds over multiple years to be used for unforeseen capital repairs and replacements, for needed extensions, or to replenish draws from the reserve funds as the account is to be utilized each year as part of the ongoing capital expenditures for the system. The District's inability to maintain funds for emergencies increases the likelihood of the District utilizing current revenues to pay for emergency repairs leaving insufficient funds to pay debt service on the Bonds.

Annual Audit

Pursuant to Chapter 6, Article 9 of the Code of West Virginia, 1931, as amended (the "Audit Act"), the State Auditor, as the chief inspector and supervisor of public offices (the "Chief Inspector") is charged with the responsibility of (1) formulating, prescribing and installing a system of accountability for all local units of government in West Virginia, including municipalities and boards of municipalities and (2) examining the financial affairs of every local government office or political subdivision and all boards, commissions, authorities, agencies or other offices. The District is the local government under the Audit Act. Accordingly, pursuant to Section 7 of the Audit Act, an audit of the District's finances must be accomplished by the Chief Inspector or any person appointed by him. The Chief Inspector has developed procedures which allow certain municipalities and boards of municipalities to obtain audit services from certain approved accounting firms. The District has been instructed by the Chief Auditor to procure audit services pursuant to such procedures. The procedures developed by the Chief Inspector to procure a CPA firm for the audit require written approval of all contracts and extensions to contracts by the Chief Inspector prior to the commencement of work on the audit by the CPA firm. Additionally, the Chief Inspector is authorized to unilaterally cancel any contract between the District and a CPA firm under certain conditions and elect to perform the audit. Accordingly, the actions or lack of actions of the Chief Inspector may adversely impact the ability of the selected CPA firm to timely complete the annual audited financial information required to be submitted to EMMA (defined herein) pursuant to the Continuing Disclosure Agreement. See "CONTINUING DISCLOSURE" herein. Additionally, the District has no power to require the Chief Inspector to take any action required under such procedures that would ensure the completion of the audit to meet the timely filing of such information.

Cybersecurity

The District is dependent on electronic information technology systems to deliver services. These systems may contain sensitive information or support critical operational functions which may have value for unauthorized

purposes. As a result, the electronic systems and networks may be targets of cyberattack. There can be no assurance that the District will not experience an information technology breach or attack with financial consequences that could have a material adverse impact.

TAX MATTERS

General

In the opinion of Bond Counsel, under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2021 A Bonds (i) is excludable from gross income of the holders thereof for federal income tax purposes, assuming compliance with certain provisions described herein pertaining to the Code; (ii) is not a specific item of tax preference, under Section 57(a)(5) of the Code, in computing the federal alternative minimum tax imposed on individuals; and (iii) under the laws of the State of West Virginia, the Series 2021 A Bonds and the interest thereon shall be exempt from taxation by the State of West Virginia, and the other taxing bodies of the state. See West Virginia Code Section 16-13A-21.

The opinions described in this section are subject to the condition that the District complies on a continuing basis with all requirements of the Code, and regulations thereunder that must be satisfied for interest on the Series 2021 A Bonds to be or continue to be excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements could cause the interest on the Series 2021 A Bonds to be included in the gross income of the recipients thereof for purposes of federal income taxation, including retroactively to the date of issuance of the Series 2021 A Bonds.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Series 2021 A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest on any Series 2021 A Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2021 A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2021 A Bonds might be affected as a result of such an audit of the Series 2021 A Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2021 A Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Series 2021 A Bonds or their market value.

Special Considerations With Respect to the Series 2021 A Bonds

The accrual or receipt of interest on the Series 2021 A Bonds may otherwise affect the federal income tax liability of the owners of the Series 2021 A Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Prospective purchasers should be aware of certain collateral consequences which may result under federal tax law for certain holders of the Series 2021 A Bonds: (i) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for losses incurred by 15 percent of the sum of certain items, including interest on the Series 2021 A Bonds, (ii) interest on the Series 2021 A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iii) passive investment income,

including interest on the Series 2021 A Bonds, may be subject to federal income taxation under Section 1375 of the Code for an S Corporation that has Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such S Corporation is passive investment income, (iv) Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account in determining gross income receipts or accruals of interest on the Series 2021 A Bonds, and (v) receipt of investment income, including interest on the Series 2021 A Bonds, may, pursuant to Section 32(i) of the Code, disqualify the recipient from obtaining the earned income credit provided by Section 32(a) of the Code.

Backup Withholding

Interest paid on tax-exempt obligations such as the Series 2021 A Bonds is generally required to be reported by payors to the IRS and to recipients in the same manner as interest on taxable obligations. In addition, such interest may be subject to "backup withholding" if the Bondholder fails to provide the information required on IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the IRS has specifically identified the Bondholder as being subject to backup withholding because of prior underreporting. Neither the information reporting requirement nor the backup withholding requirement affects the excludability of interest on the Series 2021 A Bonds from gross income for federal tax purposes.

Changes in Federal and State Tax Law

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2021 A Bonds, including legislation, court decisions, or administrative actions, whether at the federal or state level, may affect the tax-exempt status of interest on the Series 2021 A Bonds or the tax consequences of ownership of the Series 2021 A Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions which could directly or indirectly reduce the benefit of the exclusion of the interest on the Series 2021 A Bonds from gross income for federal income tax purposes or any state tax benefit. Tax reform proposals and deficit reduction measures, including the limitation of federal tax expenditures, are expected to be under ongoing consideration by the United States Congress. These efforts to date have included proposals to reduce the benefit of the interest exclusion from income for certain holders of tax-exempt bonds, including bonds issued prior to the proposed effective date of the applicable legislation. Future proposed changes could affect the market value or marketability of the Series 2021 A Bonds, and, if enacted, could also affect the tax treatment of all or a portion of the interest on the Series 2021 A Bonds for some or all holders. Holders should consult their own tax advisors with respect to any of the foregoing tax consequences.

In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2021 A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2021 A Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2021 A Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2021 A Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

[Original Issue Discount

Original issue discount ("OID") is the excess, if any, of the stated redemption price at maturity over the issue price. The issue price is the initial offering price to the public, excluding underwriter and other intermediaries, at which price a substantial amount of the debt instrument was sold. The Series 2021 A Bonds maturing on June 1, 20__, June 1, 20__ and June 1, 20__ (the "Series 2021 A Discount Bonds"), were sold with OID. For federal income tax purposes, OID accrues to the owner of a Series 2021 A Discount Bond over the period to maturity based on the constant yield method, compounded annually (or over a shorter permitted

compounding interval selected by the owner). The portion of the OID that accrues during the period of ownership of a Series 2021 A Discount Bond (i) will be interest excludable from the owners' gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2021 A Bonds, and (ii) will be added to the owner's tax basis for purposes of determining a gain or loss on the maturity, redemption, prior sale or other disposition of that Series 2021 A Discount Bond. A purchaser of a Series 2021 A Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside front cover page of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Series 2021 A Discount Bond.

Owners of Series 2021 A Discount Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID properly accruable in any period with respect to the Series 2021 A Discount Bonds as to other federal tax consequences, and the treatment of the OID for purposes of state and local taxes on, or based on, income.]

[Original Issue Premium

The Series 2021 A Bonds maturing on June 1, 20__, June 1, 20__ and June 1, 20__ (the "Series 2021 A Premium Bonds") were sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity in the case of the "Noncallable Series 2021 A Premium Bonds" or their earlier call date in the case of the "Series 2021 A Callable Premium Bonds." The difference between the principal amount payable at maturity of the Series 2021 A Noncallable Premium Bonds and the tax basis of a Noncallable Premium Bond to a purchaser and the difference between the amount payable at the call date of the Callable Series 2021 A Premium Bonds that minimizes the yield to a purchaser of a Callable Premium Bond and the tax basis to a purchaser (in either case, other than a purchaser who holds a Series 2021 A Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) will be "bond premium." For federal income tax purposes, bond premium is amortized over the period to maturity of a Noncallable Series 2021 A Premium Bond. A purchaser of a Series 2021 A Premium Bond will be required to decrease his or her adjusted basis in the Series 2021 A Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to a taxable year will be determined at a constant interest rate compounded annually. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Series 2021 A Premium Bond.

Owners of Series 2021 A Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of bond premium properly accruable in any period with respect to the Series 2021 A Premium Bonds as to other federal tax consequences, and the treatment of the bond premium for purposes of state and local taxes on, or based on, income.]

APPROVAL OF LEGALITY

Legal matters incident to the authorization, sale and issuance of the Series 2021 A Bonds are subject to the unqualified approving opinion of Steptoe & Johnson PLLC, Charleston, West Virginia, Bond Counsel, the form of which is attached hereto as APPENDIX D. Certain legal matters will be passed on for the District by Steptoe & Johnson PLLC, Charleston, West Virginia. Jackson Kelly PLLC, Charleston, West Virginia, as counsel to the Underwriter, will pass upon certain legal matters for the Underwriter.

ABSENCE OF MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, now pending or, to the best knowledge of the District, threatened or affecting the District (or, to the knowledge of the District, any basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial position of the District or on the validity of the Series 2021 A

Bonds, the Resolution or any agreement to which the District is a party and which is a part of the issuance of the Series 2021 A Bonds.

NEGOTIABLE INSTRUMENTS

Pursuant to State law, the Series 2021 A Bonds are and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia. See "THE SERIES 2021 A BONDS - General."

UNDERWRITING

The Series 2021 A Bonds are being purchased by the Underwriter named on the cover of this Official Statement. The Bond Purchase Agreement provides that the Underwriter will purchase the Series 2021 A Bonds, if any are purchased, at a total purchase price of $_____ ($_____ minus Underwriter's discount of $_____ and plus a [net] original issue premium of $_____). The obligation to make such purchase is subject to the terms and conditions set forth in the Bond Purchase Agreement, including the approval of certain legal matters by counsel. The Underwriter may change the initial public offering prices from time to time. The Underwriter may offer and sell Series 2021 A Bonds to certain dealers (including dealers depositing the Series 2021 A Bonds into investment trusts) and certain dealer banks acting as agents at prices lower than the public offering prices stated on the inside cover page hereof.

FINANCIAL STATEMENTS

Included herein as APPENDIX C is the Compilation Report of the District for the fiscal years ended June 30, 2020 and June 30, 2019. The District has obtained the consent of Lowe & Associates, PLLC, to publish the Compilation Report with this Official Statement. Additional information regarding the District, including audits, can be found on EMMA at: http://emma.msrb.org.

RATING

The Series 2021 A Bonds are rated "AA" by Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc. ("S&P") by virtue of a municipal bond insurance policy to be issued by BAM. Any desired explanation of the significance of such rating should be obtained from S&P. The District did not apply for any other ratings. Such rating reflects only the views of such organization and reference is made to such organization for the meaning of such rating. There is no assurance that such rating will continue for any period of time or that such rating will not be revised downward or withdrawn entirely by the assigning rating agency, if in the judgment of such rating agency, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect upon the market price or value of the Series 2021 A Bonds.

Except as provided under "CONTINUING DISCLOSURE" herein, neither the District nor the Underwriter have undertaken any responsibility to take any action with respect to possible changes in such rating or to bring any such changes to the attention of the Bondholders.

CONTINUING DISCLOSURE

The District has agreed in the Resolution to execute and deliver contemporaneously with the issuance of the Series 2021 A Bonds an agreement to undertake for the benefit of the Registered Owners of the Series 2021 A Bonds to provide certain financial and operating information of the System (the "Annual Information") not later than June 30 of the year immediately following the end of the District's fiscal year (presently ending June 30), commencing for the fiscal year ending June 30, 2021, to the Electronic Municipal Markets Access System ("EMMA") and to provide notice of the occurrence of the enumerated events to EMMA as required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the "Rule"). See "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein. The Annual Information and each notice of Enumerated

Events will be filed electronically by United Bank, Charleston, West Virginia, as dissemination agent, on behalf of the District, with EMMA.

This continuing disclosure obligation is being undertaken by the District to assist the Underwriter in complying with the Rule. The District has agreed to give notice in a timely manner to EMMA of any failure to supply the requested information. However, any such failure will not constitute a default under the terms of the Series 2021 A Bonds or the Resolution. Under the Continuing Disclosure Agreement, a Bondholder's sole remedy for such failure is to seek an order for specific performance. Registered Owners may contact the District's General Manager at P.O. Box 860, Scott Depot, West Virginia 25560 for more information.

The District has previously agreed to provide certain financial information and operating data under the Rule pursuant to continuing disclosure undertakings entered into with respect to certain of the District's outstanding bonds, including its Sewer Refunding Revenue Bonds, Series 2013 A (the "2013 Undertaking"). During the past five years, the District has (i) failed to timely file its audited financial statements for the fiscal years ending June 30, 2016, June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020, and failed to file its unaudited financial statements when the audited financial statements were not available on such filing deadline, as required by the 2013 Undertaking, and (ii) failed to timely file notice of the failure to file such audited financial statements on or before the dates specified in the 2013 Undertaking for the fiscal years ending June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020. The District has implemented written procedures to assure the submittal of future filings in a timely manner in compliance with all of its continuing disclosure obligations.

MISCELLANEOUS

The foregoing summaries, explanations and quotations do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. Purchasers are referred to the Act and the Resolution for full and complete statements of their provisions.

Copies of the Resolution, the Act, the Continuing Disclosure Agreement and other applicable documents may be obtained from the District at the following address:

Putnam Public Service District
Attention: General Manager
P.O. Box 860
Scott Depot, West Virginia 25560

During the period of offering of the Series 2021 A Bonds, copies of such documents will be available from the Underwriter. Ongoing financial information may be obtained from the District at the address set forth above or online through EMMA.

[*Remainder of page intentionally left blank.*]

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Series 2021 A Bonds. The District has authorized the execution and distribution of this Official Statement.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Chairman

APPENDIX A

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING PUTNAM COUNTY, WEST VIRGINIA



People & Income Overview (By Place of Residence)	Value	Industry Overview, 2019 (By Place of Work)	Value
Population (2020)	56,428	Covered Employment	20,017
Growth (%) since 2010 Census	1.7%	Avg Wage per Job	$54,098
Households (2019)	21,613	Manufacturing - % All Jobs in County	12.3%
Labor Force (persons) (2020)	27,080	Avg Wage per Job	$73,293
Unemployment Rate (2020)	7.4	Transportation & Warehousing - % All Jobs in County	4.4%
Per Capita Personal Income (2019)	$47,849	Avg Wage per Job	$55,917
Median Household Income (2019)	$66,991	Health Care, Social Assist. - % All Jobs in County	10.4%
Poverty Rate (2019)	8.9	Avg Wage per Job	$55,732
High School Diploma or More - % of Adults 25+ (2019)	91.7%	Finance and Insurance - % All Jobs in County	2.3%
Bachelor's Degree or More - % of Adults 25+ (2019)	26.1%	Avg Wage per Job	$68,837

Demographics

Population over Time	Number	West Virginia
2020	56,428	1,784,787
2010	55,486	1,852,994
2000	51,713	1,806,694
1990	43,017	1,792,481
1980	38,181	1,950,183
2000 to 2010 % Change	7.3%	2.6%
1990 to 2010 % Change	29.0%	3.4%
1980 to 2010 % Change	45.3%	-5.0%

Source: U.S. Census Bureau

Components of Population Change (1-year change ending in 2020)	Number	Rank in U.S.	% in WV	West Virginia
Net Domestic Migration	59	1,065	-1.2%	-4,742
Net International Migration	9	1,363	0.9%	996
Natural Increase (births minus deaths)	-146	2,807	2.2%	-6,726
Births	495	1,067	2.8%	17,571
Deaths	641	897	2.6%	24,297

Source: U.S. Census Bureau

Population Estimates by Age in 2019	Number	Rank in U.S.	Pct Dist.	Pct Dist. in U.S.
Preschool (0 to 4)	3,074	948	5.4%	6.1%
School Age (5 to 17)	9,675	871	17.1%	16.5%
College Age (18 to 24)	3,915	1,081	6.9%	9.4%
Young Adult (25 to 44)	14,029	887	24.8%	26.5%
Older Adult (45 to 64)	15,792	870	27.9%	25.8%
Older (65 plus)	10,125	896	17.9%	15.6%
Median Age	41.8	1,433		Median Age = 38.1

Sources: U.S. Census Bureau; Median age calculated by the IBRC.

Population Estimates by Race and Hispanic Origin in 2019	Number	Pct Dist.
American Ind. or Alaskan Native Alone	42	0.1%
Asian Alone	438	0.8%
Black Alone	801	1.4%
Native Hawaiian and Other Pac. Isl. Alone	58	0.1%
White Alone	54,592	96.4%
Two or More Race Groups	611	1.1%
Hispanic or Latino (can be of any race)		
Non-Hispanic or Latino	55,948	98.8%
Hispanic or Latino	662	1.2%

Sources: U.S. Census Bureau

Hispanic or Latino Population in 2019 (can be of any race)	Number	Pct Dist.
Hispanic	662	100%
Mexican	503	76.0%
Cuban	34	5.1%
Puerto Rican	29	4.4%
Other	96	14.5%
White, Not Hispanic (reporting white alone)	54,038	N/A

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

Education

Educational Attainment in 2019	Number	Percent of Population 25+
Total Population 25 and Older	39,946	100%
Less than 9th Grade	1,190	3.0%
9th to 12th, No Diploma	2,114	5.3%
High School Graduate (includes equiv.)	14,567	36.5%
Some College, No Degree	7,813	19.6%
Associate Degree	3,856	9.7%
Bachelor's Degree	6,266	15.7%
Graduate, Professional or Doctorate Degree	4,140	10.4%

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

Income & Poverty

Median Income	Number
Median Household Income in 2019	$66,991
Median Household Income in 2000	$43,512
Percent Change 2000 to 2019	54.0%

Source: U.S. Census Bureau

Per Capita Personal Income (PCPI)	Number
2019	$47,849
2009	$36,778
1999	$24,124
1989	$14,363
10-Year % Change	30.1%
20-Year % Change	98.3%
30-Year % Change	233.1%

Source: U.S. Bureau of Economic Analysis

Personal Income in 2019 ($000)	Number	5-Year % Change (adj*)
Total Earnings by Place of Work	$1,680,689	19.8%
Minus: Contributions for Government Social Insurance	$210,903	20.1%
Personal Contributions for Government Social Insurance	$113,478	24.4%
Employer Contributions for Government Social Insurance	$97,425	15.4%
Plus: Adjustment for Residence	$328,555	-6.8%
Equals: **Net Earnings by Place of Residence**	$1,798,341	13.9%
Plus: Dividends, Rent, Interest	$353,125	14.1%
Plus: Transfer Payments	$549,623	22.4%
Equals: **Personal Income by Place of Residence**	$2,701,089	15.5%

Source: U.S. Bureau of Economic Analysis

Poverty Estimates	Number	Rank in U.S.	Percent Change	Rank in U.S.
Poverty Rate in 2019	8.9	2,689	--	--
In 2000	8.6	2,527	3.5%	2,017
Poverty Rate for Children under 18 in 2019	11.4	2,689	--	--
In 2000	11.4	2,568	0.0%	2,101

Source: U.S. Census Bureau

Jobs & Earnings (BEA)

BEA Major Sectors (NAICS) in 2019 (by place of work)	Earnings ($000)	Avg Earnings Per Job	Jobs	Pct Dist. in County
Earnings by place of work - 35	$1,680,689	$59,609	28,195	100.0%
Wage and salary disbursements - 50	$1,242,420	$55,494	22,388	79.4%
Proprietors' income - 70	$156,907	$27,020	5,807	20.6%
Farm proprietors' income - 71	$3,394	$6,204	547	1.9%
Nonfarm proprietors' income - 72	$153,513	$29,184	5,260	18.7%
Farm earnings - 81	$5,389	$8,834	610	2.2%
Nonfarm earnings - 82	$1,675,300	$60,732	27,585	97.8%
Private earnings - 90	$1,525,592	$60,787	25,097	89.0%
Forestry, fishing, related activities, and other - 100	$1,461	$38,447	38	0.1%
Mining - 200	$3,145	$24,379	129	0.5%
Utilities - 300	$59,957	$165,170	363	1.3%
Construction - 400	$276,640	$83,830	3,300	11.7%
Manufacturing - 500	$226,473	$89,092	2,542	9.0%
Retail Trade - 700	$93,247	$32,787	2,844	10.1%
Transportation and warehousing - 800	$75,313	$66,064	1,140	4.0%
Information - 900	$20,133	$62,524	322	1.1%

Source: U.S. Bureau of Economic Analysis (BEA)
D = Not shown to avoid disclosure of confidential information, but the estimates for this item are included in the totals.
L = Less than 10 jobs, but the estimates for this item are included in the totals.
N/A = Not available or not applicable.
* = "Other" consists of the number of jobs held by U.S. residents employed by international organizations and foreign embassies and consulates in the United States.

Jobs & Wages (BLS)

Annual Covered Employment and Wages Over Time (NAICS)	Establishments	Jobs	Average Wage Per Job
2019	1,484	20,017	$54,098
2018	1,488	20,571	$53,544
2017	1,475	20,004	$48,888
2016	1,477	20,502	$47,850
2015	1,465	20,272	$46,553
2014	1,450	19,847	$46,011
2013	1,443	19,826	$45,036
2012	1,443	19,818	$44,666
2011	1,399	18,906	$46,658
2010	1,373	19,054	$43,266
2009	1,359	19,266	$43,108
10-Year Change	125	751	$10,990
10-Year Percent Change	9.2%	3.9%	25.5%

Source: U.S. Bureau of Labor Statistics (BLS)
D = Non-Disclosable Data; **N/A** = Not Available; Note: Average wage may not match published numbers due to rounding.

Annual Industry Distribution of Jobs and Avg. Wage in 2019 (NAICS)	Establishments	Jobs	Pct. Dist.	Annual Average Wage Per Job
Total	1,484	20,017	100.0%	$54,098
Agriculture, Forestry, Fishing and Hunting	7	74	0.4%	$24,916
Mining	4	19	0.1%	$97,476
Utilities	10	357	1.8%	$118,429
Construction	179	2,406	12.0%	$73,521
Manufacturing	48	2,465	12.3%	$73,293
Wholesale Trade	98	1,478	7.4%	$62,878
Retail Trade	164	2,086	10.4%	$31,352
Transportation & Warehousing	75	889	4.4%	$55,917
Information	23	256	1.3%	$53,125
Finance and Insurance	90	452	2.3%	$68,837
Real Estate and Rental and Leasing	59	374	1.9%	$54,546
Professional, Scientific, and Technical Services	123	911	4.6%	$59,890
Management of Companies and Enterprises	15	184	0.9%	$101,095
Admin. & Support & Waste Mgt. & Rem. Services	91	1,362	6.8%	$51,784
Educational Services	34	1,228	6.1%	$50,009
Health Care and Social Services	138	2,075	10.4%	$55,732
Arts, Entertainment, and Recreation	24	291	1.5%	$13,334
Accommodation and Food Services	103	1,734	8.7%	$16,176
Other Services (Except Public Administration)	172	480	2.4%	$37,467
Public Administration	31	574	2.9%	$40,623
Unallocated	1	0	0.0%	$3,384

Source: U.S. Bureau of Labor Statistics (BLS)
D = Not shown to avoid disclosure of confidential information.
N/A = This item is not available.
Note: Average wage may not match published numbers due to rounding.

Labor Force

Labor Force Annual Averages in 2020	Number	Rank in U.S.	% of West Virginia	West Virginia
Total Labor Force	27,080	879	3.4%	792,156
5-Year % Change	4.8%	610	--	0.0%
10-Year % Change	2.7%	797	--	-2.2%
Employed	25,075	882	3.5%	726,023
5-Year % Change	2.6%	735	--	-1.8%
10-Year % Change	3.0%	1,116	--	-1.9%
Unemployed	2,005	837	3.0%	66,133
5-Year % Change	42.0%	821	--	27.0%
10-Year % Change	0.3%	334	--	-5.8%
Unemployment Rate	7.4	1,068	89.2%	8.3
5-Year % Change	34.5%	1,076	--	25.8%
10-Year % Change	-2.6%	433	--	-4.6%

Source: U.S. Bureau of Labor Statistics

Living Arrangements

Households in 2019	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Households	21,613	905	100%	100%
Family Households	15,754	845	72.9%	65.5%
Married with Children	4,674	776	21.6%	18.8%
Married without Children	7,803	840	36.1%	29.4%
Single Parents	1,784	943	8.3%	8.8%
Other	1,493	974	6.9%	8.5%
Non-Family Households	5,859	1,048	27.1%	34.5%
Living Alone	5,102	1,010	23.6%	27.9%
Average Household Size	2.6	591		

Source: U.S. Census Bureau

Housing Units in 2019	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Housing Units (ACS estimate)	24,189	961	100%	100%
Occupied	21,613	905	89.4%	87.9%
Owner Occupied	17,690	819	73.1%	56.2%
Renter Occupied	3,923	1,244	16.2%	31.6%
Vacant	2,576	1,355	10.6%	12.1%
For Seasonal or Recreational Use	209	2,167	0.9%	4.0%

Source: U.S. Census Bureau

Residential Building Permits in 2020	Units	Pct Dist.	Pct Dist. in U.S.	Cost ($000)
Total Permits Filed	73	100%	100%	$17,645
Single Family	73	100.0%	66.6%	$17,645
Two Family	0	0.0%	1.9%	$0
Three and Four Family	0	0.0%	1.3%	$0
Five Families and More	0	0.0%	30.2%	$0

Source: U.S. Census Bureau

StatsAmerica is a service of the Indiana Business Research Center at Indiana University's Kelley School of Business. This initiative is funded in part by the U.S. Commerce Department's Economic Development Administration.

APPENDIX B

THE DISTRICT AND THE SYSTEM

The District is a public corporation and political subdivision created under authority of The County Commission of Putnam County, West Virginia (the "County Commission"), on September 2, 1959 (originally known as Teays Valley Public Service District), pursuant to Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended. The District's Public Service Board is composed of three members appointed by the County Commission. The District serves approximately 9,223 residential and 614 commercial/other water customers.

The District's Board members and their offices, terms and occupations are as follows:

Member	Term	Occupation
Mark L. Smith, Chairman	8/31/17 to 8/31/2023	Retired, WV State Police
John Inghram, Secretary	12/10/19 to 8/31/2025	Retired, Putnam PSD
Stan W. Booth, Treasurer	8/31/15 to 8/31/2021	Retired, WV State Police

The following sets out an overview of the System.

Service Area

The District is bounded generally by property on the northern side of WV 62 on the north beginning in the community of Midway and following WV 62, excluding the Town of Eleanor and its service territory, then crossing the Kanawha River at the mouth of Farley Creek and following western bank of the Kanawha River southerly to the Kanawha/Putnam County line. From there, the boundary follows WV 817 northerly to the CSX railroad tracks at Scary (picking up Ventroux Hollow along the way) and following them westerly to Popular Fork Road and following the road southeasterly to US Rt. 60, then following US Rt. 60 westerly to the Putnam/Cabell County line, then following Virginia Avenue northeasterly toward the city of Hurricane to Sovine Road. The District's boundary then follows I-64 easterly to the Hurricane interchange taking in the businesses on the northerly side of the Interstate, then continuing to follow the interstate easterly to the Teays Valley interchange (taking in some customers on Cow Creek Road and Poplar Fork Rod along the way) and then following WV 34 north to US Rt. 35 (including portions of Poplar Fork Road), then following US Rt. 35 northwesterly to the community of Fraziers Bottom, crossing back across the Kanawha River at the Buffalo Bridge and following SR 62 to the place of origin. This area excludes the service territories of the municipalities of Winfield & Hurricane.

Within that general service area, the District provides potable water service for an area totaling 14.785 square miles.

History

The District can trace its origins to September 2, 1959, when the organizational meeting of one of our predecessor organizations, Teays Valley Public Service District ("TVPSD"), was held at the Putnam County Courthouse in Winfield, West Virginia. TVPSD's first three members of the Board of Commissioners, J.C. Van Dyke, George Cargill, and Russell Lemon, were charged with the task of overseeing the construction, maintenance, and expansion of a new public water system to serve the communities of Teays, Mt. Vernon, Scott Depot, and Scary in order to provide current residents with quality drinking water and to facilitate expected growth resulting from the upcoming construction of Interstate 64 through the valley.

After years of planning, design, engineering, and construction, TVPSD officially opened its business office on January 27, 1964 and officially began billing its customers on February 1 of that year. Over the next several years, construction extended water service to Cow Creek Road in the west and to Scary in the east.

Meanwhile, the 1960s also saw the foundation of Kanawha Orchard Public Service District ("KOPSD"), another of the District's predecessor agencies. KOPSD provided water service to Rocky Step, Bills Creek, McCloud Road, and Shawnee Estates through a connection to TVPSD's water system.

By the 1970s, growth in Teays Valley had exposed a need for the area's reliance on septic tanks to be replaced with a sanitary sewer system. Rather than constructing a new wastewater treatment facility, the district opted to enter into a series of agreements with the City of Hurricane so that wastewater could be treated at their planned municipal plant. TVPSD's ambitious expansion plan led to a 1981 name change to South Putnam Public Service District ("SPPSD") in order to reflect the district's growth outside of the areas traditionally defined as Teays Valley.

By the mid-80s, SPPSD was providing sewer service for customers in the valley from the Hurricane city limits to Crooked Creek Road and to locations in and just south of Hurricane that were not served by the city sewer system.

The early 1990s saw the construction of a large earthen dam and lake called the Jonathan Larck Reservoir. This project has allowed the district to expand its water system into parts of the county that would otherwise be without treated water and fire protection and has prevented water shortages in times of drought.

In 1993 SPPSD expanded its water system further to the northeast by absorbing KOPSD, which it had already been maintaining for some time due to an operating agreement between the districts.

The late 1990s and early 2000s saw SPPSD grow to serve even more of Putnam County's rural areas. Sewer service was extended along US 60 to Ryder's Creek with the help of funding from the federal government and along Teays Valley Road to Hollywood Drive. This period also saw SPPSD construct an entirely new sewer system to serve the communities of Fraziers Bottom and Midway. Additionally, water service was extended along Cow Creek Road and Hurricane Creek Road. It was also during this time that South Putnam assumed responsibility for operating and maintaining North Putnam Public Service District ("NPPSD"), a sewer utility that served the communities of Bancroft, Hometown, and Red House.

Starting in 2004, SPPSD undertook an unprecedented plan to expand and improve its water and sewer systems in order to maintain a high level of customer service. SPPSD, which formerly changed its name to Putnam Public Service District (after its 2006 merger with NPPSD), has aggressively worked to extend water service into rural areas of Putnam County, including Trace Creek, Poindexter Road, Coleman Creek, North Poplar Fork, and Morrison Hollow. In 2006 and 2007, three new storage tanks were added to the system in order to maintain an ample reserve of fresh water as the demand on the system grows at a steady rate.

The District has also made it a priority to dramatically improve the quality of wastewater service in the Lower Kanawha Valley. Its Fraziers Bottom/Midway sewer system has already undergone several major expansions, including the addition of the Putnam Business Park, and a second phase of construction in Midway. Another new system was completed in the summer of 2007 that serves 500 customers along US 35 and the Kanawha River from Shawnee Estates to the area around the St. Albans exit of I-64. 2008 witnessed the dedication of the new Calvin L. Hatfield Maintenance Facility that allowed for even better customer service.

The District operates its own wastewater treatment plant. The City of Hurricane, the City of Nitro and the City of Eleanor treat sewage from the District's customers that are in proximity to such municipalities.

Recent Water System and Sewer System Upgrades

The District has made several significant improvements in recent years to ensure the integrity of its water and wastewater systems for decades to come. These include:

- Construction of several new water storage tanks, including a new 1.3m gallon tank near Teays Valley.
- Construction of a large water clarifier at the water plant to enhance water treatment.
- Added or replaced infrastructure at critical points in the water distribution system in Mt. Vernon and Morgans Landing.

- Major improvements to the wastewater treatment plants in Hometown and Poca.
- Acquisition of Poca's municipal sewer system.
- Significant expansion of the wastewater collection system in Teays Valley and along US 60.

Water Customer Count by Type:

Fiscal Year	Residential	Commercial	Industrial	Public Auth	Fire	Resale	Total
2015	8,923	577	9	32	-	1	9,542
2016	8,974	574	10	29	-	2	9,589
2017	9,154	573	10	28	-	-	9,765
2018	9,106	568	10	27	95	1	9,807
2019	9,202	576	9	27	-	-	9,814
2020	9,223	578	9	27	-	-	9,837

Major Water System Users

PUTNAM PSD - TOP TEN WATER USERS (2020)

CUSTOMER NAME	GALLONS BILLED	AVERAGE MONTHLY USAGE	COMMERCIAL / INDUSTRIAL	% OF TOP 10 BILLED	% OF TOTAL BILLED
CAMC TV HOSPITAL	7,079,300	589,900	COM	19.53	1.31
APPALACHIAN POWER COMPANY	5,894,800	491,200	IND	16.26	1.09
HANSON AGGREGATE	3,846,000	320,500	IND	10.61	0.71
FAST CAST	3,649,500	304,100	COM	10.07	0.68
SLEEPY HOLLOW POOL	3,641,000	273,500 (6 MONTHS)	COM	10.04	0.67
GENESIS / 590 N POPLAR DR	3,325,000	277,100	COM	9.17	0.62
GENESIS / 300 SEVILLE DR	2,259,000	213,250	COM	7.06	0.47
DEVONSHIRE SENIOR LIVING	2,308,600	192,400	COM	6.39	0.43
PUTNAM VILLAGE	2,135,300	177,900	COM	5.89	0.39
TV CAR WASH	1,813,500	151,100	COM	5.00	0.34

(This does not include our Resale customer – The City of Hurricane.)

District Personnel

The District employs 38 full-time employees, 7 of whom work solely in wastewater treatment and 6 of whom work solely in water treatment. The remaining 25 employees work for both the wastewater and water systems.

The senior managers of the District include: James Evers, General Manager, with 20 years of experience with the District; David Bowles, Superintendent, with 22 years of experience; Will Miller, Superintendent, with 18 years of experience.

Rates

The current schedule of water rates and charges by order issued on June 29, 2016 for the PSD became effective for all service rendered on or after July 29, 2016. The provisions of the tariff on file with the PSC are as follows:

SCHEDULE 1

APPLICABILITY
Applicable within the entire territory served except the Kanawha Orchard Industrial customers.

AVAILABILITY
Available for general domestic, commercial, Putnam County industrial and sale for resale water service.

(I) RATES (customers with metered water supply)

First	2,000 gallons used per month	Minimum Rate According to Meter Size
Next	23,000 gallons used per month	$5.84 per 1,000 gallons
Next	975,000 gallons used per month	$5.37 per 1,000 gallons
Next	1,000,000gallons used per month	$3.69 per 1,000 gallons

(I) MINIMUM CHARGE
No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or ¾	inch meter	$ 22.16 per month
1	inch meter	$ 55.40 per month
1 – 1/4	inch meter	$ 80.88 per month
1- 1/2	inch meter	$ 110.80 per month
2	inch standard meter	$ 177.28 per month
2	inch compound meter	$ 177.28 per month
2	inch turbine meter	$ 221.60 per month
3	inch compound meter	$ 332.40 per month
3	inch turbine meter	$ 531.84 per month
4	inch compound meter	$ 554.00 per month
4	inch turbine meter	$ 930.72 per month
6	inch compound meter	$ 1,108.00 per month
6	inch turbine meter	$ 2,038.72 per month
8	inch compound meter	$ 1,772.80 per month
8	inch turbine meter	$ 3,545.60 per month

(I) Indicates increase

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.

RECONNECTION
$25.00. To be charged whenever the supply of water is turned off for violations of rules, non- payment of bills, or fraudulent use of water.

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

(C) 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 $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT
$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

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

SECURITY DEPOSIT
Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST
A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase
(C) Indicates change in text

SCHEDULE 1-A

APPLICABILITY
Applicable within the area formerly served by Kanawha Orchard Public Service District for industrial customers only.

AVAILABILITY
Available for industrial water service.

(I) RATES (customers with metered water supply)

First	3,000gallons used per month	Minimum Rate According To Meter Size
Next	7,000gallons used per month	$8.15 per 1,000 gallons
All Over	10,000gallons used per month	$7.77 per 1,000 gallons

(I) MINIMUM CHARGE
No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or ¾	inch meter	$ 25.68	per month
1	inch meter	$ 64.20	per month
1 - ½	inch meter	$ 128.40	per month

2	inch standard meter	$ 205.44	per month
2	inch compound meter	$ 205.44	per month
2	inch turbine meter	$ 256.80	per month
3	inch compound meter	$ 385.20	per month
3	inch turbine meter	$ 616.32	per month
4	inch compound meter	$ 642.00	per month
4	inch turbine meter	$ 1,078.56	per month
6	inch compound meter	$ 1,284.00	per month
6	inch turbine meter	$ 2,362.56	per month
8	inch compound meter	$ 2,054.40	per month
8	inch turbine meter	$ 4,108.80	per month

(N) 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.

RECONNECTION

$25.00. To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

TAP FEE

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

A tap fee of $200.00 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 preconstruction 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 $200.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

RETURNED CHECK CHARGE

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

SECURITY DEPOSIT

Not to exceed two twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST

A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase
(N) Indicates new

SCHEDULE 2

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY OF SERVICE
Available for private fire protection.

(I) RATES
The monthly rate for private fire protection will be $49.86 per hydrant to sprinkler connection.

FIRE SERVICE TAP FEE
The tap for connection of private fire hydrants or sprinkler connections shall be the actual cost of making said connection.

(I) RECONNECTION
$25.00 To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

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

SCHEDULE 3

The following schedule shall be utilized for determining the monthly emergency standby surcharge for those months, if any, where the District is required to purchase large volumes of water from West Virginia-American Water Company due to extraordinary drought conditions.

MONTH: _____

LINE NO.		M.GALLONS
1.	Sales to General Customers - Same Month Last Year	_____
2.	Less: Sales to Large Customers (Over 100M. Gallons Per Month) Same Month Last Year	_____
3.	Add: Sales to Large Customers This Month	_____
4.	Add: Sales for Resale This Month	_____
5.	Denominator	_____
6.	WV-American Water Purchases- M. Gallons	_____
7.	WV-American Water Purchases - $_____ Less (-) _____	_____
8.	Amount Per M. Gallons To Be Recovered – Line 7 ÷ 5 ____÷____	
9.	Surcharge Amount	$_____

Billing and Collections

The District renders a monthly bill to all customers of the System. Payments are due 20 days after the billing date. If a bill remains unpaid beyond the due date, a 10% penalty is added to the delinquent account and delinquency procedures are initiated, including the mailing of termination notices and termination of water service 11 days after the initial due date. Water and sewer service on a delinquent account remains terminated until payment of the account is made. Termination of sewer service requires the prior approval of the PSC. A reconnection charge of the amount stated in the above tariff is required to reinstate a previously delinquent account.

Allowance for Uncollectibles

Uncollectibles are given to a collection agency for payment. The District will file a lien against property owners in magistrate court. If a customer is not a property owner and the District has a customer's social security number on file, the account is turned over to a collection agency to recover payment.

System Budget

In accordance with the Act, the management of the District shall prepare and submit to the Board of the District a tentative budget. Such tentative budget shall be considered by the Board and, subject to any revisions or amendments that may be determined by the Board, shall be adopted as the budget for the ensuing fiscal year. No expenditures for operation and maintenance expenses in excess of the budget shall be made during such fiscal year unless unanimously authorized and directed by the Board.

Method of Accounting

The District maintains its accounts pertaining to the system on an accrual basis and in accordance with the guidelines of the West Virginia Public Service Commission. The records of the District for the fiscal years ended June 30 of each of the past three years have been audited and are available for public inspection at the District office. The Compilation Report of the District for the Fiscal Years Ended June 30, 2020 and June 30, 2019 is attached as APPENDIX C.

Historical Debt Service Coverage

PUTNAM PSD - WATER
Debt Service Coverage

	2016	2017	2018	2019	2020
Income before Capital Contributions	$ (529,085)	$ (405,845)	$ (287,680)		
Operating Income (Loss)				$ 988,387	$ 1,095,670
Tap Fees	(16,506)	(18,375)	(17,175)	(14,825)	(12,944)
Interest for Bond Debt Only	1,311,160	1,288,481	1,289,204	-	
Interest Revenue				53,099	55,629
Depreciation	1,441,135	1,425,938	1,419,109	1,461,347	1,451,156
Amount Avail for Debt Service	$ 2,206,704	$ 2,290,199	$ 2,403,458	$ 2,488,008	$ 2,589,511
Debt Service	1,723,304	1,883,708	1,883,708	1,877,045	1,877,045
Coverage	128.05%	121.58%	127.59%	132.55%	137.96%

Source: PSD Audits

Summary of Financial Position and Net Position

PUTNAM PSD - WATER
Statement of Revenues, Expenses and Changes in Net Position

	2016	2017	2018*	2019	2020
Operating Revenues	$ 4,373,541	$ 4,570,418	$ 4,605,255	$ 4,671,659	$ 4,688,466
Operating Expenses	3,642,339	3,717,995	3,661,203	3,683,272	3,592,796
Net Operating Income (Loss)	$ 731,202	$ 852,423	$ 944,052	$ 988,387	$ 1,095,670
Total Non-Operating Revenues (Exp)	$ (1,260,287)	$ (1,258,268)	$ (1,231,732)	$ (1,183,198)	$ (1,165,769)
Change in Net Position before Cap Contributions	$ (529,085)	$ (405,845)	$ (287,680)	$ (194,811)	$ (70,099)
Capital Contributons		$ 20,454	$ 340,000	$ -	
Change in Net Position	$ (529,085)	$ (385,391)	$ 52,320	$ (194,811)	$ (70,099)
Net Position - Beginning of Year	$ 10,193,049	$ 9,663,964	$ 9,541,599	$ 9,593,919	$ 9,399,108
Net Position - End of Year	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

* Beginning Net Position restated

PUTNAM PSD - WATER
Statement of Net Position

ASSETS	2016	2017	2018	2019	2020
Current Assets	$ 1,729,668	$ 1,965,095	$ 1,952,063	$ 2,604,196	$ 2,896,398
Restricted Assets	1,784,514	2,083,929	2,293,489	2,138,737	2,204,898
Non Current Assets	37,129,182	36,315,955	35,549,114	34,150,573	33,044,160
Total Assets	$ 40,643,364	$ 40,364,979	$ 39,794,666	$ 38,893,506	$ 38,145,456
LIABILITIES					
Current Liabilities					
Payable from Current Assets	$ 107,138	$ 144,889	$ 119,181	$ 123,534	$ 161,651
Payable from Restricted Assets	902,362	1,139,291	985,049	1,008,752	1,041,098
Total Current Liabilities	$ 1,009,500	$ 1,284,180	$ 1,104,230	$ 1,132,286	$ 1,202,749
Long-Term Liabilities					
Total Long-Term Liabilities	$ 30,050,916	$ 30,105,626	$ 29,115,930	$ 28,314,497	$ 27,523,629
Total Liabilities	$ 31,060,416	$ 31,389,806	$ 30,220,160	$ 29,446,783	$ 28,726,378
NET POSITION					
Net Investment in Capital Assets	$ 7,401,965	$ 6,742,068	$ 6,351,130	$ 5,573,473	$ 5,113,605
Restricted Net Position	2,194,579	2,456,568	2,673,964	2,533,742	2,902,954
Unrestricted Net Position	67,420	79,937	568,825	1,291,893	1,312,450
Total Net Position	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

Retirement System

Plan Type – The District participates in the West Virginia Public Employees Retirement System (PERS), a state-wide, cost-sharing, multiple-employer defined benefit plan on behalf of District employees. The system is administered by agencies of the State of West Virginia and funded by contributions from participants, employers, and State appropriations, as necessary.

E**ligibility factors, contribution methods, and benefit provisions:**

Eligibility to participate:	All full-time employees, except those covered by other pension plans
Authority establishing contribution obligations and benefit provisions:	West Virginia State Code
Tier 1 Plan member's contribution rate:	4.50%
Tier 2 Plan member's contribution rate:	6.00%
District's contribution rate:	10.00%
Period required to vest:	5 years
Benefits and eligibility for distribution:	Tier 1 - A member who has attained age 60 and has earned 5 years or more of contributing service or age 55 if the sum of his/her age plus years of credited service is equal to or greater than 80. The final average salary (three highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit. Tier 2 - Qualification for normal retirement is age 62 with 10 years or more of contributing service. The final average salary is the average of the five consecutive highest annual earnings years out of the last fifteen years. The final average salary times the years of service times 2% equals the annual retirement benefit.

Trend Information:

Fiscal Year	Annual Pension Costs	Percentage Contributed
2020	$198,347	100%
2019	$194,772	100%
2018	$207,326	100%

Pension Liability, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pension:

At June 30, 2020 and June 30, 2019, the District reported a liability of $285,251 and $352,291, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020 was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017, and rolled forward to June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all employers participating in the PERS for the year ended June 30, 2019.

Amount for proportionate share of net pension liability	$285,251
Percentage for proportionate share of net pension liability	0.132667%
Increase/(decrease) % from prior proportion measured	-2.746786%

Other Post-Employment Benefits (OPEB)

Plan Description – The District participates in the West Virginia Other Post Employment Benefit Plan (the Plan), a cost-sharing, multiple-employer, defined benefit other postemployment benefit plan and covers the retirees of State agencies, colleges and universities, county boards of education and other government entities as set forth in

the West Virginia Code. The Plan is administered by a combination of the PEIA and the WV Retiree Health Benefit Trust Fund ("RHBT").

OPEB Liabilities, OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB:

At June 30, 2020 and June 30, 2019, the District reported a liability of $620,422 and $802,785, respectively, for its proportionate share of the net OPEB liability. The net OPEB liability reported at June 30, 2020 was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2018, and rolled forward to June 30, 2019. The District's proportion of the net OPEB liability was based on the District's share of contributions to the OPEB plan relative to the contributions of all employers participating in the RHBT for the year ended June 30, 2019.

Amount for proportionate share of net OPEB liability	$620,422
Percentage for proportionate share of net OPEB liability	0.037394%
Increase/(decrease) % from prior proportion measured	-0.0638%

APPENDIX C

COMPILATION REPORT OF PUTNAM PUBLIC SERVICE DISTRICT FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

FINANCIAL STATEMENTS OF

PUTNAM PUBLIC SERVICE DISTRICT

For the Fiscal Years Ended June 30, 2020 and June 30, 2019

PUTNAM PUBLIC SERVICE DISTRICT
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PUTNAM PUBLIC SERVICE DISTRICT
BOARD OFFICIALS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

Office	Name	Terms
Chairman	Mark L. Smith	08/31/2017 - 08/31/2023
Secretary	John Inghram	12/10/2019 - 08/31/2025
Treasurer	Stan W. Booth	08/31/2015 - 08/31/2021

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Certified Public Accountants

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To the Board of Directors
Putnam Public Service District

Report on the Financial Statements

Management is responsible for the accompanying financial statements of the business-type activities of Putnam Public Service District as of and for the years ended June 30, 2020 and June 30, 2019, and related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents, in accordance with accounting principles general accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy of the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on these financial statements.

Other Matters

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the Schedule of the District's Proportionate Share of the Net Pension Liability, the District's Proportionate Share of the Net OPEB Liability, and the Schedule of District Contributions on pages 3–5 and 61–65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

We are not independent with respect to Putnam Public Service District.

Lowe & Associates, PLLC
Certified Public Accountants
Milton, West Virginia
September 4, 2020

PUTNAM PUBLIC SERVICE DISTRICT
MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

This section of Putnam Public Service District's annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended June 30, 2020. Please read it in conjunction with the District's financial statements, which follow this section.

Mission Statement
The Board of Commissioners and employees of Putnam Public Service District are dedicated to providing high quality water and sewer services at reasonable rates with friendly and efficient customer service in order to enhance the quality of life for the county's citizens and business community.

Organization Structure
At the top of Putnam Public Service District's hierarchy is the Board of Commissioners, consisting of three (3) members. Each Commissioner is appointed to serve a six (6) year term by the Putnam County Commission. Each member is a water utility customer, a sewer utility customer, or a water and sewer utility customer of the District. The Board employs a General Manager who is responsible for overseeing the day-to-day operations of the District and ensuring that the Board's policies are implemented. The Commissioners are Mark Smith (Chairman), John Inghram (Secretary), and Stanley Booth (Treasurer). Michael McNulty is the General Manager.

The General Manager has established an organizational chart consisting of four (4) operational divisions: Administration, Project Development & Wastewater Management, Construction & Maintenance, and Water Quality. A description of each division is as follows:

Administration Division: Responsibilities include customer billing/accounts receivable, customer service, bookkeeping, human resources, and accounts payable.

Project Development & Waste Management Division: Responsibilities include the treatment of wastewater and compliance with the District's NPDES permit, plan review for new projects, system asset management and mapping, asset locations for MISS Utility requests, overseeing new service connections, web design & social media, and to serve as the contact for local developers & contractors.

Construction & Maintenance Division: Responsibilities include the installation of new service connections, repairs of water and wastewater mainline breaks, new in-house construction projects, inspection of the District's water distribution & wastewater collection assets and infrastructure, as well as water booster pump station and sewer life station maintenance.

Water Quality Division: Responsibilities include the treatment of potable water, ensuring compliance with all applicable federal and state laws relating to water treatment and distribution, and the monitoring of source water for possible contamination.

Performance Goals, Objectives, and Results

- The District continues to implement wastewater maintenance program to reduce Infiltration and Inflow (I&I) into the sewer collection system.
- Hired new Staff to perform Operation & Maintenance to wastewater lift-stations.
- In-house repair of existing manholes and a pipe patch unit for trenchless repairing of existing sewer collection mains.
- The District Staff fabricated and installed five new pump control panels.
- The Poca system has been experiencing more issues than other service areas of the District's collection system. Therefore, we have focused on a more aggressive replacement and renewal program.
- The District continues to monitor non-revenue water loss and has maintained an aggressive water meter replacement program.

PUTNAM PUBLIC SERVICE DISTRICT
MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

Using this Annual Report
This annual report consists of three parts- management's discussion and analysis (this section), the basic financial statements, and required supplementary information.

The financial statements include notes that explain some of the information in the financial statements and provide more detailed data.

Reporting on the Public Service District as a Whole
The following list summarizes the major features of Putnam Public Service District's financial statements.

Scope: Putnam Public Service District operates similar to private businesses.

Required financial statements: Statements of Net Position, Statement of Revenues, Expenses, and Changes in Net Position, and Statement of Cash Flows.

Accounting basis and measurement focus: Accrual accounting and economic resources focus.

Types of asset/liability information: All assets and liabilities, both financial and capital, and short-term and long-term.

Type of inflow/outflow information: All revenue and expenses during the year, regardless of when cash is received or paid.

Financial Highlights
The change in Net Position of the District's activities is a $296,058 decrease from June 30, 2019. There was a net asset decrease of $225,958 in the Sewer Division and a $70,100 decrease in the Water Division.

The operating revenues decreased $40,527 and operating expenses decreased $27,810 from fiscal year June 30, 2019. The operational expenses for depreciation were $3,448,943.

The decrease in collection expenses is due to a decrease in repairs made during the year.

Financial Analysis of the Public Service District as a Whole
Condensed Financial Information from the Statement of Net Position for the years ended June 30, 2020 and June 30, 2019 are as follows:

	2020	2019
Current & Other Assets	$ 6,462,951	$ 6,205,954
Noncurrent Restricted Assets	5,553,479	5,351,486
Capital Assets	88,603,778	91,071,725
Total Assets	100,620,208	102,629,165
Long-Term Liabilities	63,128,066	65,087,727
Other Liabilities	3,204,866	3,045,359
Total Liabilities	$ 66,332,932	$ 68,133,086

Net Position	2020	2019
Net Investment in Capital Assets	$ 24,346,413	$ 25,064,683
Restricted for Working Capital Reserves	862,473	840,558
Restricted for Debt Service	694,817	628,328
Restricted for Construction Funds	25,376	5,023
Restricted for Reserves	3,853,465	3,688,283
Restricted for Repair and Replacement Reserves	1,700,014	1,663,203
Unrestricted	2,628,259	2,516,796
Total Net Position	$ 34,110,817	$ 34,406,874

Condensed Financial Information from the Statement of Revenues, Expenses, and Changes in Net Position for the years ended June 30, 2020 and 2019 are as follows:

	2020	2019
Operating Revenues	$ 12,189,439	$ 12,229,966
Operating Expenses	10,032,134	10,059,945
Operating Income (Loss)	2,157,305	2,170,021
Nonoperating Revenue (Expense)	(2,508,958)	(2,539,825)
Capital Grants & Contributions	55,596	-0-
Change in Net Position	$ (296,057)	$ (369,804)

The District's combined Net Position was $34,110,817 at June 30, 2020. The Net Position of the Sewer Division's activities have decreased $225,958 this year. The Net Position of the Water Division's activities have decreased by $70,100 this year.

The decrease in revenue and expenses could be attributed to effects of COVID-19 beginning in March 2020 and extending through the end of the fiscal year.

Capital Assets and Debt Administration

Capital Assets

At June 30, 2020, Putnam Public Service District had invested $148,979,478 in a broad range of capital assets. This amount represents a net increase (including additions and deductions) of $943,788 from last year.

	2020	2019	Increase (Decrease)
Land & Construction Work in Progress	$ 2,251,647	$ 1,809,759	$ 441,888
Capital Assets	146,727,831	146,225,931	501,900
Less: Accumulated Depreciation	(60,375,700)	(56,926,757)	(3,448,943)
Total Capital Assets, Net	$ 88,603,778	$ 91,108,933	$ (2,505,155)

Long-Term Debt

At year end, Putnam Public Service District had $64,046,610 in long-term liabilities outstanding. More information on outstanding debt can be found in the notes to the financial statements.

	2020	2019	Increase (Decrease)
Revenue Bonds Payable	$ 64,046,610	$ 65,721,076	$ (1,674,466)
Total	$ 64,046,610	$ 65,721,076	$ (1,674,466)

Systems, Controls, and Legal Compliance

Financial Controls

The District utilizes billing/accounts receivable software that requires each customer technician to open a new "journal" each business day in order to post payments. This method makes it nearly impossible to intentionally misappropriate cash. Customers who pay at the counter receive a receipt only after the payment is posted to their account. Technicians rotate working times at the front counter and never know where or when actual cash payments will be presented. Journals and cash drawers are balanced daily.

Employees who are assigned to the billing department do not work in the bookkeeping department. This ensures that individuals working with accounts receivable do not work with accounts payable. Deposits are made daily prior to the end of the business day.

Utility System Controls

The District has built-in redundancy for all of its pumping stations and chemical feeds. Controls are in place to monitor the water distribution system and the wastewater collection system. The District uses a remote monitoring system that provides continuous feedback to the water treatment facility that alerts the operator in case an alarm is triggered. Examples of events that would cause alarms to sound include the following: a rapid loss of water in a storage tank, pumps running continuously, and high water levels in wastewater lift stations.

The District has installed monitoring equipment and the applicable software in the water treatment plant in order to automate the facility. When the water treatment plant is running on automation, an on-call water operator has a tablet computer with which he or she can remotely check on tanks and pump stations in the event of an alert related to the water system. Additionally, a maintenance supervisor has a tablet computer with which he or she check on sewer lift-stations in the event of an alert related to the wastewater system. These tablets connect to the water treatment plant via a secure virtual private network (VPN) in order to monitor the system controls but cannot make changes.

Legal Compliance

The District has complied with all state and federal laws governing water treatment & distribution and sewage treatment & collection. The District has not received any citations or notice of violations during the past fiscal year for the Putnam operations.

The District received two violations relating to the North Putnam WWTP and five violations relating to the Poca WWTP. With regards to the North Putnam WWTP, one of the violations was due to a copper test result that was most likely a lab error and the other violation was due to the breakdown of a landfill customers inadequate pretreatment. Two of the violations regarding the Poca WWTP were due to a data entry error which were corrected after the violations were issued. One violation was issued because the District did not replace the Town of Poca sign on the river bank with a sign stating Putnam PSD. Another violation was issued due to a funeral home customer not keeping proper records.

The District was not fined for any of the violations issued nor were there any consent orders issued. None of the violations were related to the quality of effluent entering the Kanawha River.

Projects

Deer Valley Sewer Lift-Station

The District received an $860,000 grant from the US Economic Development Administration to replace the Deer Valley Sewer Lift-Station and upgrade the existing sewer force-main in order to accommodate a new Peterbilt truck dealership and repair center planned for construction on the adjacent property.

Water Treatment Plant Capacity Improvement Project

The District has applied for a $1.2 million grant from the US Economic Development Administration to construct a new state of the art mixed media water filter to replace a filter that was constructed in approximately 1963. The new filter will be rated to treat 1,050 gpm and estimated to be to have a life span of fifty years.

Discussion of Significant Items

In the last quarter of the fiscal year, the United States was essentially shut down due to the corona virus pandemic. During this period, restaurants, schools, retail stores, business offices, government offices, and our local hospital closed or implemented significant cut-backs resulting in much lower sales of water and wastewater service. During this period District management carefully monitored expenses throughout the pandemic period and adjusted expenses where it has been practical. Some employees were furloughed and others were transferred from one division to another in order to makeup manpower shortfalls. The District has also utilized part-time employees to cover manpower shortfalls when necessary.

The District service area was dryer than the previous nine fiscal years resulting in more substantial water sales to the City of Hurricane.

Uncollectable accounts for fiscal year ending June 30, 2020 decreased approximately $11,553 from fiscal year ending June 30, 2019. The District's Customer Service Staff has been working diligently with West Virginia American Water Company to ensure that water service terminations for the District's delinquent wastewater customers are done in a timely manner. The vast majority of "write-offs" are from rental customers whose bills are not covered by their security deposits.

It is important to note that on March 13, 2020, the Public Service Commission of West Virginia issued a General Order requesting all water utilities suspend water service terminations. Although this was only a request, the District, in the best interest of its customers, complied with the Order.

The District was able to refinance two 2006 sewer bonds resulting in a savings of $368,091 over the life of the loan. The District has also begun the process of refinancing a 2006 water bond.

Economic Factors and Next Year's Budget and Rates

Budgeted expenditures are expected to increase while revenues will also increase for fiscal year 2021. If these estimates are realized, Putnam Public Service District's cash balance is expected to remain the same at the close of 2020.

Request for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to District Address.

COMBINED FINANCIAL STATEMENTS

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF NET POSITION
JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
ASSETS		
Current Assets		
Cash	$ 3,371,091	$ 3,265,531
Accounts Receivable - Net of Uncollectibles	635,519	678,650
Accounts Receivable - Other	364	376
Prepaid Expenses	38,862	47,340
Inventory	166,535	130,649
Restricted Assets		
Working Capital Reserves	862,473	840,558
Debt Service Funds	694,817	628,328
Customer Deposits Funds	612,318	609,499
Construction Funds	25,376	5,023
Grants Receivable	55,596	-0-
Total Current Assets	6,462,951	6,205,954
Noncurrent Assets		
Restricted Assets		
Debt Reserves	3,853,465	3,688,283
Repair and Replacement Reserves	1,700,014	1,663,203
Capital Assets		
Construction Work in Progress	172,111	-0-
Land and Land Rights	2,079,536	1,809,759
Other Capital Assets - Net of Accumulated Depreciation	86,352,131	89,261,966
Total Noncurrent Assets	94,157,257	96,423,211
Total Assets	100,620,208	102,629,165
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Outflows	219,767	232,705
Deferred OPEB Outflows	81,420	93,433
Total Deferred Outflows of Resources	301,187	326,138

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF NET POSITION
JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
LIABILITIES		
Current Liabilities		
Accounts Payable	$ 281,841	$ 254,832
Accrued Payroll	51,164	42,421
Accrued Compensated Absences	141,568	100,972
Accrued Other Liabilities	58,818	-0-
Current Liabilities Payable from Restricted Assets		
Customer Deposits	558,250	556,570
Accrued Interest - Customer Deposits	22,657	16,173
Accrued Interest - Long-Term Debt	266,351	285,966
Bonds Payable - Current Portion	1,824,217	1,788,425
Total Current Liabilities	3,204,866	3,045,359
Noncurrent Liabilities		
Accrued Other Post Employment Benefits	620,422	802,785
Accrued Net Pension Liability	285,251	352,291
Bonds Payable - Net of Current Portion	62,222,393	63,932,651
Total Noncurrent Liabilities	63,128,066	65,087,727
Total Liabilities	66,332,932	68,133,086
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Inflows	195,184	218,241
Deferred OPEB Inflows	282,462	197,102
Total Deferred Inflows of Resources	477,646	415,343
NET POSITION		
Net Investment in Capital Assets	24,346,413	25,064,683
Restricted For:		
Working Capital Reserves	862,473	840,558
Debt Service	694,817	628,328
Construction Funds	25,376	5,023
Debt Reserves	3,853,465	3,688,283
Repair and Replacement Reserves	1,700,014	1,663,203
Unrestricted	2,628,259	2,516,796
Total Net Position	34,110,817	34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
Operating Revenues		
Charges for Service	$ 11,558,341	$ 11,589,342
Sales for Resale	60,960	29,743
Fire Protection Fees	56,958	57,143
Penalties	133,635	172,403
Miscellaneous Operating Revenues	64,153	70,270
Miscellaneous Contract Revenues	315,392	311,065
Total Operating Revenues	12,189,439	12,229,966
Operating Expenses		
Salaries and Wages	1,971,218	1,942,165
Board Fees	14,800	14,851
Employee Benefits	394,866	311,588
Taxes	162,075	161,771
Administrative & General	196,898	202,763
Contractual Services	139,896	172,994
Rents	2,573	1,061
Regulatory Fees	30,172	32,429
Liability Insurance & Workers Compensation	160,515	163,827
Purchased Wastewater Treatment	1,845,322	1,833,776
Repairs and Maintenance	836,428	846,095
Materials & Supplies	210,501	212,412
Utilities	397,155	414,085
Transportation	103,350	114,254
Contract Expenses	2,034	1,320
Miscellaneous	115,388	125,427
Depreciation	3,448,943	3,509,127
Total Operating Expenses	10,032,134	10,059,945
Net Operating Income (Loss)	2,157,305	2,170,021
Non-operating Revenues (Expenses)		
Interest Income	150,930	135,682
Interest on Long-Term Debt	(2,568,807)	(2,654,892)
Interest on Deposits	(12,620)	(11,034)
MBC Administrative Fees	(32,933)	(32,839)
Miscellaneous Non-Operating Revenues	16,597	23,258
Bond Issuance Costs	(62,125)	-0-
Total Non-operating Revenue (Expense)	(2,508,958)	(2,539,825)
Income (Loss) Before Capital Contributions	(351,653)	(369,804)
Capital Contributions		
Grants and Contributions	55,596	-0-
Total Capital Contributions	55,596	-0-
Change in Net Position	(296,057)	(369,804)
Net Position - Beginning of Year	34,406,874	34,776,678
Net Position - End of Year	$ 34,110,817	$ 34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Received from Customers	$ 12,232,570	$ 12,258,034
Other Operating Receipts	12	83
Cash Paid for Goods and Services	(3,996,613)	(4,124,168)
Cash Paid for Wages and Benefits	(2,640,969)	(2,635,806)
Net Cash Provided (Used) by Operating Activities	5,595,000	5,498,143
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:		
Change in Customer Deposits	1,680	8,797
Interest Paid on Customer Deposits	(6,136)	(3,896)
Net Cash Provided (Used) by Non-Capital Financing Activities	(4,456)	4,901
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:		
Acquisition and Construction of Capital Assets	(980,998)	(199,838)
Bonds/Notes Payable Borrowings	5,956,924	2,501
Bonds/Notes Payable Repayments	(7,636,575)	(1,752,584)
Interest Paid	(2,583,331)	(2,661,151)
MBC Admin Fees Paid	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	16,597	23,258
Bond Issuance Costs	(62,125)	-0-
Net Cash Provided (Used) by Capital & Related Financing Activities	(5,322,347)	(4,620,653)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest and Dividends	150,930	135,682
Purchase of Certificates of Deposit	(66,511)	(2,551,136)
Redemption of Certificates of Deposit	-0-	2,082,318
Deposits to Municipal Bond Commission	(2,731,482)	(2,288,590)
Disbursements from Municipal Bond Commission	2,499,812	2,061,225
Net Cash Provided (Used) by Investing Activities	(147,251)	(560,501)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	120,946	321,890
Cash and Cash Equivalents, Beginning of Year	3,832,678	3,510,788
Cash and Cash Equivalents, End of Year	$ 3,953,624	$ 3,832,678
RECONCILIATION TO STATEMENT OF NET POSITION		
Unrestricted Cash and Cash Equivalents	3,371,091	3,265,531
Restricted Cash - Customer Deposits	285,984	291,457
Restricted Cash - Construction Funds	25,376	5,023
Restricted Cash - Repair and Replacement Reserves	271,173	270,667
Total Cash and Cash Equivalents	$ 3,953,624	$ 3,832,678

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Income (Loss)	$ 2,157,305	$ 2,170,021
Adjustments to reconcile Operating Income to net cash provided by operating activities:		
Depreciation and Amortization	3,448,943	3,509,127
Bad Debts	21,450	37,666
Decrease (Increase) in:		
Accounts Receivable	21,681	(9,598)
Other Accounts Receivable	12	83
Prepaid Expenses	8,478	1,589
Inventory	(35,886)	1,925
Deferred Pension Outflows	12,938	59,476
Deferred OPEB Outflows	12,013	(16,969)
Increase (Decrease) in:		
Accounts Payable	27,009	7,612
Accrued Payroll	8,743	10,679
Accrued Compensated Absences	40,596	(22,094)
Other Accrued Liabilities	58,818	-0-
Other Post Employment Benefits	(182,363)	(96,429)
Accrued Net Pension Liability	(67,040)	(242,948)
Deferred Pension Inflows	(23,057)	31,713
Deferred OPEB Inflows	85,360	56,290
Total Adjustments	3,437,695	3,328,122
Net Cash Provided (Used) by Operating Activities	$ 5,595,000	$ 5,498,143
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:		
Bond Discount and Premium Amortization	$ 5,091	$ 4,661

See the accompanying notes and accountant's report

COMBINING FINANCIAL STATEMENTS

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2020

	Water	Wastewater	Total
ASSETS			
Current Assets			
Cash	$ 1,566,905	$ 1,804,186	$ 3,371,091
Accounts Receivable - Net of Uncollectibles	257,041	378,478	635,519
Accounts Receivable - Other	-0-	364	364
Prepaid Expenses	16,244	22,618	38,862
Inventory	132,459	34,076	166,535
Restricted Assets			
Working Capital Reserves	289,493	572,980	862,473
Debt Service Funds	403,531	291,286	694,817
Customer Deposits Funds	225,693	386,625	612,318
Construction Funds	5,032	20,344	25,376
Grants Receivable	-0-	55,596	55,596
Total Current Assets	2,896,398	3,566,553	6,462,951
Noncurrent Assets			
Restricted Assets			
Debt Reserves	1,698,302	2,155,163	3,853,465
Repair & Replacement Reserves	506,596	1,193,418	1,700,014
Capital Assets			
Construction Work in Progress	41,562	130,549	172,111
Land and Land Rights	880,660	1,198,876	2,079,536
Other Capital Assets - Net of Accumulated Depreciation	32,121,938	54,230,193	86,352,131
Total Noncurrent Assets	35,249,058	58,908,199	94,157,257
Total Assets	38,145,456	62,474,752	100,620,208
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows	96,157	123,610	219,767
Deferred OPEB Outflows	38,267	43,153	81,420
Total Deferred Outflows of Resources	134,424	166,763	301,187

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2020

	Water	Wastewater	Total
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 47,508	$ 234,333	$ 281,841
Accrued Payroll	24,047	27,117	51,164
Accrued Compensated Absences	66,537	75,031	141,568
Accrued Other Liabilities	23,559	35,259	58,818
Current Liabilities Payable from Restricted Assets			
Customer Deposits	200,102	358,148	558,250
Accrued Interest - Customer Deposits	8,404	14,253	22,657
Accrued Interest - Long-Term Debt	161,873	104,478	266,351
Bonds Payable - Current Portion	670,719	1,153,498	1,824,217
Total Current Liabilities	1,202,749	2,002,117	3,204,866
Noncurrent Liabilities			
Accrued Other Post Employment Benefits	291,598	328,824	620,422
Accrued Net Pension Liability	134,068	151,183	285,251
Bonds Payable - Net of Current Portion	27,097,963	35,124,430	62,222,393
Total Noncurrent Liabilities	27,523,629	35,604,437	63,128,066
Total Liabilities	28,726,378	37,606,554	66,332,932
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows	91,736	103,448	195,184
Deferred OPEB Inflows	132,757	149,705	282,462
Total Deferred Inflows of Resources	224,493	253,153	477,646
NET POSITION			
Net Investment in Capital Assets	5,113,605	19,232,808	24,346,413
Restricted For:			
Working Capital Reserves	289,493	572,980	862,473
Debt Service	403,531	291,286	694,817
Construction Funds	5,032	20,344	25,376
Debt Reserves	1,698,302	2,155,163	3,853,465
Repair and Replacement Reserves	506,596	1,193,418	1,700,014
Unrestricted	1,312,450	1,315,809	2,628,259
Total Net Position	9,329,009	24,781,808	34,110,817

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2019

	Water	Wastewater	Total
ASSETS			
Current Assets			
Cash	$ 1,334,311	$ 1,931,220	$ 3,265,531
Accounts Receivable - Net of Uncollectibles	257,151	421,499	678,650
Accounts Receivable - Other	-0-	376	376
Prepaid Expenses	19,357	27,983	47,340
Inventory	93,940	36,709	130,649
Restricted Assets			
Working Capital Reserves	282,137	558,421	840,558
Debt Service Funds	389,982	238,346	628,328
Customer Deposits Funds	222,295	387,204	609,499
Construction Funds	5,023	-0-	5,023
Total Current Assets	2,604,196	3,601,758	6,205,954
Noncurrent Assets			
Restricted Assets			
Debt Reserves	1,642,595	2,045,688	3,688,283
Repair & Replacement Reserves	496,142	1,167,061	1,663,203
Capital Assets			
Land and Land Rights	753,865	1,055,894	1,809,759
Other Capital Assets - Net of Accumulated Depreciation	33,396,708	55,865,258	89,261,966
Total Noncurrent Assets	36,289,310	60,133,901	96,423,211
Total Assets	38,893,506	63,735,659	102,629,165
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows	105,070	127,635	232,705
Deferred OPEB Outflows	42,526	50,907	93,433
Total Deferred Outflows of Resources	147,596	178,542	326,138

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2019

	Water	Wastewater	Total
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 56,139	$ 198,693	$ 254,832
Accrued Payroll	19,938	22,483	42,421
Accrued Compensated Absences	47,457	53,515	100,972
Current Liabilities Payable from Restricted Assets			
Customer Deposits	197,276	359,294	556,570
Accrued Interest - Customer Deposits	5,987	10,186	16,173
Accrued Interest - Long-Term Debt	164,277	121,689	285,966
Bonds Payable - Current Portion	641,212	1,147,213	1,788,425
Total Current Liabilities	1,132,286	1,913,073	3,045,359
Noncurrent Liabilities			
Accrued Other Post Employment Benefits	377,309	425,476	802,785
Accrued Net Pension Liability	165,577	186,714	352,291
Bonds Payable - Net of Current Portion	27,771,611	36,161,040	63,932,651
Total Noncurrent Liabilities	28,314,497	36,773,230	65,087,727
Total Liabilities	29,446,783	38,686,303	68,133,086
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows	102,573	115,668	218,241
Deferred OPEB Inflows	92,638	104,464	197,102
Total Deferred Inflows of Resources	195,211	220,132	415,343
NET POSITION			
Net Investment in Capital Assets	5,573,473	19,491,210	25,064,683
Restricted For:			
Working Capital Reserves	282,137	558,421	840,558
Debt Service	389,982	238,346	628,328
Construction Funds	5,023	-0-	5,023
Debt Reserves	1,642,595	2,045,688	3,688,283
Repair and Replacement Reserves	496,142	1,167,061	1,663,203
Unrestricted	1,009,756	1,507,040	2,516,796
Total Net Position	9,399,108	25,007,766	34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
Operating Revenues			
Charges for Service	$ 4,494,991	$ 7,063,350	$ 11,558,341
Sales for Resale	60,960	-0-	60,960
Fire Protection Fees	56,958	-0-	56,958
Penalties	45,513	88,122	133,635
Miscellaneous Operating Revenues	30,044	34,109	64,153
Miscellaneous Contract Revenues	-0-	315,392	315,392
Total Operating Revenues	4,688,466	7,500,973	12,189,439
Operating Expenses			
Salaries and Wages	848,140	1,123,078	1,971,218
Board Fees	6,956	7,844	14,800
Employee Benefits	170,330	224,536	394,866
Taxes	69,960	92,115	162,075
Administrative & General	77,354	119,544	196,898
Contractual Services	70,921	68,975	139,896
Rents	-0-	2,573	2,573
Regulatory Fees	11,718	18,454	30,172
Liability Insurance & Workers Compensation	75,442	85,073	160,515
Purchased Wastewater Treatment	-0-	1,845,322	1,845,322
Repairs and Maintenance	350,656	485,772	836,428
Materials & Supplies	175,834	34,667	210,501
Utilities	204,939	192,216	397,155
Transportation	26,191	77,159	103,350
Contract Expenses	-0-	2,034	2,034
Miscellaneous	53,199	62,189	115,388
Depreciation	1,451,156	1,997,787	3,448,943
Total Operating Expenses	3,592,796	6,439,338	10,032,134
Net Operating Income (Loss)	1,095,670	1,061,635	2,157,305
Non-operating Revenues (Expenses)			
Interest Income	55,629	95,301	150,930
Interest on Long-Term Debt	(1,229,690)	(1,339,117)	(2,568,807)
Interest on Deposits	(4,558)	(8,062)	(12,620)
MBC Administrative Fees	-0-	(32,933)	(32,933)
Miscellaneous Non-Operating Revenues	12,850	3,747	16,597
Bond Issuance Costs	-0-	(62,125)	(62,125)
Total Non-operating Revenue (Expense)	(1,165,769)	(1,343,189)	(2,508,958)
Income (Loss) Before Capital Contributions	(70,099)	(281,554)	(351,653)
Capital Contributions			
Grants and Contributions	-0-	55,596	55,596
Total Capital Contributions	-0-	55,596	55,596
Change in Net Position	(70,099)	(225,958)	(296,057)
Net Position - Beginning of Year	9,399,108	25,007,766	34,406,874
Net Position - End of Year	$ 9,329,009	$ 24,781,808	$ 34,110,817

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
Operating Revenues			
Charges for Service	$ 4,489,890	$ 7,099,452	$ 11,589,342
Sales for Resale	29,743	-0-	29,743
Fire Protection Fees	57,143	-0-	57,143
Penalties	65,658	106,745	172,403
Miscellaneous Operating Revenues	29,225	41,045	70,270
Miscellaneous Contract Revenues	-0-	311,065	311,065
Total Operating Revenues	4,671,659	7,558,307	12,229,966
Operating Expenses			
Salaries and Wages	877,373	1,064,792	1,942,165
Board Fees	6,980	7,871	14,851
Employee Benefits	144,175	167,413	311,588
Taxes	73,548	88,223	161,771
Administrative & General	78,499	124,264	202,763
Contractual Services	92,001	80,993	172,994
Rents	-0-	1,061	1,061
Regulatory Fees	12,525	19,904	32,429
Liability Insurance & Workers Compensation	76,590	87,237	163,827
Purchased Wastewater Treatment	-0-	1,833,776	1,833,776
Repairs and Maintenance	385,186	460,909	846,095
Materials & Supplies	182,942	29,470	212,412
Utilities	215,187	198,898	414,085
Transportation	25,882	88,372	114,254
Contract Expenses	-0-	1,320	1,320
Miscellaneous	51,037	74,390	125,427
Depreciation	1,461,347	2,047,780	3,509,127
Total Operating Expenses	3,683,272	6,376,673	10,059,945
Net Operating Income (Loss)	988,387	1,181,634	2,170,021
Non-operating Revenues (Expenses)			
Interest Income	53,099	82,583	135,682
Interest on Long-Term Debt	(1,255,671)	(1,399,221)	(2,654,892)
Interest on Deposits	(3,884)	(7,150)	(11,034)
MBC Administrative Fees	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenues	23,258	-0-	23,258
Total Non-operating Revenue (Expense)	(1,183,198)	(1,356,627)	(2,539,825)
Change in Net Position	(194,811)	(174,993)	(369,804)
Net Position - Beginning of Year	9,593,919	25,182,759	34,776,678
Net Position - End of Year	$ 9,399,108	$ 25,007,766	$ 34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Customers	$ 4,688,576	$ 7,543,994	$ 12,232,570
Other Operating Receipts	-0-	12	12
Cash Paid for Goods and Services	(1,073,688)	(2,922,925)	(3,996,613)
Cash Paid for Wages and Benefits	(1,140,007)	(1,500,962)	(2,640,969)
Net Cash Provided (Used) by Operating Activities	2,474,881	3,120,119	5,595,000
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Change in Customer Deposits	2,826	(1,146)	1,680
Interest Paid on Customer Deposits	(2,141)	(3,995)	(6,136)
Net Cash Provided (Used) by Non-Capital Financing Activities	685	(5,141)	(4,456)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:			
Acquisition and Construction of Capital Assets	(344,744)	(636,254)	(980,998)
Bonds/Notes Payable Borrowings	-0-	5,956,924	5,956,924
Bonds/Notes Payable Repayments	(644,142)	(6,992,433)	(7,636,575)
Interest Paid	(1,232,094)	(1,351,237)	(2,583,331)
MBC Admin Fees Paid	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	12,850	3,747	16,597
Bond Issuance Costs	-0-	(62,125)	(62,125)
Net Cash Provided (Used) by Capital & Related Financing Activities	(2,208,130)	(3,114,217)	(5,322,347)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest and Dividends	55,629	95,301	150,930
Purchase of Certificates of Deposit	(20,381)	(46,130)	(66,511)
Deposits to Municipal Bond Commission	(967,642)	(1,763,840)	(2,731,482)
Disbursements from Municipal Bond Commission	898,387	1,601,425	2,499,812
Net Cash Provided (Used) by Investing Activities	(34,007)	(113,244)	(147,251)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	233,429	(112,483)	120,946
Cash and Cash Equivalents, Beginning of Year	1,558,152	2,274,526	3,832,678
Cash and Cash Equivalents, End of Year	$ 1,791,581	$ 2,162,043	$ 3,953,624
RECONCILIATION TO STATEMENT OF NET POSITION			
Unrestricted Cash and Cash Equivalents	1,566,905	1,804,186	3,371,091
Restricted Cash - Customer Deposits	116,915	169,069	285,984
Restricted Cash - Construction Funds	5,032	20,344	25,376
Restricted Cash - Repair and Replacement Reserves	102,729	168,444	271,173
Total Cash and Cash Equivalents	$ 1,791,581	$ 2,162,043	$ 3,953,624

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating Income (Loss)	$ 1,095,670	$ 1,061,635	$ 2,157,305
Adjustments to reconcile Operating Income to net cash provided by operating activities:			
Depreciation and Amortization	1,451,156	1,997,787	3,448,943
Bad Debts	5,329	16,121	21,450
Decrease (Increase) in:			
Accounts Receivable	(5,219)	26,900	21,681
Other Accounts Receivable	-0-	12	12
Prepaid Expenses	3,113	5,365	8,478
Inventory	(38,519)	2,633	(35,886)
Deferred Pension Outflows	8,913	4,025	12,938
Deferred OPEB Outflows	4,259	7,754	12,013
Increase (Decrease) in:			
Accounts Payable	(8,631)	35,640	27,009
Accrued Payroll	4,109	4,634	8,743
Accrued Compensated Absences	19,080	21,516	40,596
Other Accrued Liabilities	23,559	35,259	58,818
Other Post Employment Benefits	(85,711)	(96,652)	(182,363)
Accrued Net Pension Liability	(31,509)	(35,531)	(67,040)
Deferred Pension Inflows	(10,837)	(12,220)	(23,057)
Deferred OPEB Inflows	40,119	45,241	85,360
Total Adjustments	1,379,211	2,058,484	3,437,695
Net Cash Provided (Used) by Operating Activities	$ 2,474,881	$ 3,120,119	$ 5,595,000
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:			
Bond Discount and Premium Amortization	$ -0-	$ 5,091	$ 5,091

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Customers	$ 4,666,098	$ 7,591,936	$ 12,258,034
Other Operating Receipts	-0-	83	83
Cash Paid for Goods and Services	(1,110,300)	(3,013,868)	(4,124,168)
Cash Paid for Wages and Benefits	(1,192,940)	(1,442,866)	(2,635,806)
Net Cash Provided (Used) by Operating Activities	2,362,858	3,135,285	5,498,143
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Change in Customer Deposits	227	8,570	8,797
Interest Paid on Customer Deposits	(1,450)	(2,446)	(3,896)
Net Cash Provided (Used) by Non-Capital Financing Activities	(1,223)	6,124	4,901
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:			
Acquisition and Construction of Capital Assets	(62,806)	(137,032)	(199,838)
Bonds/Notes Payable Borrowings	-0-	2,501	2,501
Bonds/Notes Payable Repayments	(614,907)	(1,137,677)	(1,752,584)
Interest Paid	(1,261,647)	(1,399,504)	(2,661,151)
MBC Admin Fees Paid	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	23,258	-0-	23,258
Net Cash Provided (Used) by Capital & Related Financing Activities	(1,916,102)	(2,704,551)	(4,620,653)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest and Dividends	53,099	82,583	135,682
Purchase of Certificates of Deposit	(781,756)	(1,769,380)	(2,551,136)
Redemption of Certificates of Deposit	447,698	1,634,620	2,082,318
Deposits to Municipal Bond Commission	(979,874)	(1,308,716)	(2,288,590)
Disbursements from Municipal Bond Commission	888,742	1,172,483	2,061,225
Net Cash Provided (Used) by Investing Activities	(372,091)	(188,410)	(560,501)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	73,442	248,448	321,890
Cash and Cash Equivalents, Beginning of Year	1,484,710	2,026,078	3,510,788
Cash and Cash Equivalents, End of Year	$ 1,558,152	$ 2,274,526	$ 3,832,678
RECONCILIATION TO STATEMENT OF NET POSITION			
Unrestricted Cash and Cash Equivalents	1,334,311	1,931,220	3,265,531
Restricted Cash - Customer Deposits	116,281	175,176	291,457
Restricted Cash - Construction Funds	5,023	-0-	5,023
Restricted Cash - Repair and Replacement Reserves	102,537	168,130	270,667
Total Cash and Cash Equivalents	$ 1,558,152	$ 2,274,526	$ 3,832,678

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating Income (Loss)	$ 988,387	$ 1,181,634	$ 2,170,021
Adjustments to reconcile Operating Income to net cash provided by operating activities:			
Depreciation and Amortization	1,461,347	2,047,780	3,509,127
Bad Debts	9,945	27,721	37,666
Decrease (Increase) in:			
Accounts Receivable	(15,506)	5,908	(9,598)
Other Accounts Receivable	-0-	83	83
Prepaid Expenses	469	1,120	1,589
Inventory	6,342	(4,417)	1,925
Deferred Pension Outflows	32,255	27,221	59,476
Deferred OPEB Outflows	(6,588)	(10,381)	(16,969)
Increase (Decrease) in:			
Accounts Payable	9,718	(2,106)	7,612
Accrued Payroll	5,019	5,660	10,679
Accrued Compensated Absences	(10,384)	(11,710)	(22,094)
Other Post Employment Benefits	(45,322)	(51,107)	(96,429)
Accrued Net Pension Liability	(114,185)	(128,763)	(242,948)
Deferred Pension Inflows	14,905	16,808	31,713
Deferred OPEB Inflows	26,456	29,834	56,290
Total Adjustments	1,374,471	1,953,651	3,328,122
Net Cash Provided (Used) by Operating Activities	$ 2,362,858	$ 3,135,285	$ 5,498,143
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:			
Bond Discount Amortization	$ -0-	$ 4,661	$ 4,661

See the accompanying notes and accountant's report

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Putnam Public Service District ("The District"), conform to generally accepted accounting principles as applicable to local governments. The following is a summary of significant accounting policies:

A. Reporting Entity

The Putnam Public Service District serves approximately 9,940 water and 11,580 wastewater customers in Putnam County, West Virginia. It is a governmental entity, body politic, created by the Putnam County Commission (the "Commission") under the provisions of Chapter 16, Article 13A, of the West Virginia Code, as amended, and known as the Public Service Commission Law of West Virginia. The District receives no operating appropriations from the County Commission nor is the Commission able to impose its will upon the District; therefore, the District is not considered to be a component unit of the Commission.

B. Fund Financial Statements

The financial statements (i.e., the statement of net position, the statement of revenues, expenses, and changes in net position, and the statement of cash flows) report information on all of the activities of the Board. Business-type activities rely to a significant extent on fees and charges for support.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The District reports the following major proprietary funds:

Water Fund: serves the citizens of the District by providing water services to the community. This fund accounts for receipts and expenses of operating this facility. The rates for user charges and bond issuance authorizations are approved by the District's board members.

Wastewater Fund: serves the citizens of the District by providing wastewater treatment services to the community. This fund accounts for receipts and expenses of operating this facility. The rates for user charges and bond issuance authorizations are approved by the District's board members.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the District's funds are charges to customers for service. Operating expenses for the enterprise funds include the cost of services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, and then unrestricted resources as needed.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Deposits and Investments

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of less than three months from the date of acquisition. For purposes of the Statement of Cash Flows, restricted assets may be considered cash equivalents based on liquidity.

Cash and cash equivalents are composed of the following:

The District reports its investments at fair value, except for: 1) non-participating investment contracts (nonnegotiable certificates of deposit and repurchase agreements) which are reported at cost, which approximates fair value and, 2) investments held by 2a7-like external investment pools such as the WV Money Market and WV Government Money Market pools are measured at amortized cost, as permissible under *Governmental Accounting Standards* (GASB) Statement No. 31, as amended by GASB Statement Nos. 72 and 79. Investments of the Municipal Bond Commission are reported at fair value. All investment income, including changes in fair value of investments, are recognized as revenue in the operating statement. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The composition of investments and fair values are presented in Note 3.

State statutes authorize the government to invest in the State Investment Pool or the Municipal Bond Commission or to invest such funds in the following classes or securities: Obligations of the United States or any agency thereof; certificates of deposit (which mature in less than one year); general and direct obligations of the State of West Virginia; obligations of the federal mortgage association; indebtedness secured by first lien deeds of trust for property situated within this State if the payment is substantially insured or guaranteed by the federal government; pooled mortgage trusts (subject to limitations); indebtedness of any private corporation that is properly graded in the top three ratings, at the time of acquisition; interest earning deposits which are fully insured or collateralized; and mutual funds registered with the S.E.C. which have assets over three hundred million dollars.

State statute § 8-13-22c places limitations on the aforementioned investments including the following: at no time can investment portfolios consist of more than seventy-five percent of the indebtedness of any private corporation nor can the portfolio have over twenty-five percent of its portfolio consisting of the indebtedness of a private corporation's debt which matures in less than one year; at no time may more than nine percent of the portfolio be invested in securities issued by a single private corporation or association; and at no time can more than sixty percent of the portfolio be invested in equity mutual funds.

E. Receivables

Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "interfund receivables or payables" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Trade Receivables

Accounts Receivable as presented in these financial statements represents the total due that the District's Board believes to be collectible, net of uncollectible accounts at June 30, 2020 and June 30, 2019. Allowance for Doubtful accounts is historically maintained at approximately 2% of Accounts Receivable.

Grants and Receivable

The District had an ongoing extension and upgrade project during the year. As of June 30, 2020, the District has chosen to record the a grant receivable from the the funding agency to reflect the amount of reimbursement requested prior to year-end.

F. Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses.

G. Inventories

Inventory consists of repair materials that are costed on an average cost basis on a first-in-first-out basis.

H. Property, Plant, and Equipment and Depreciation

Property, Plant, and Equipment are stated at cost, less related accumulated depreciation. Maintenance and repairs that neither materially add to the value of the property nor appreciably prolong its life are charged against income in the year incurred. Depreciation is computed using the straight line method over the estimated useful lives of the assets. The estimated lives of the assets are as follows:

Assets	Years
Structures & Improvements	40 – 50
Water Treatment Equipment	10 – 25
Pumping Equipment	10 – 25
Source of Supply	25 – 50
Transmission & Distribution System	25 – 50
Collecting System	10 – 25
Pumping System	10 – 25
Treatment & Disposal System	25 – 50
Office Furniture & Equipment	5 – 10
Transportation Equipment	5
Other General Plant	5 – 10

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Bond Premiums and Discounts

Bond discounts and premiums are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond discount or premium. Amortization of bond discounts and premiums are reported as interest expense. The amounts charged to interest expense for the years endedJune 30, 2020 and June 30, 2019

	June 30, 2020	June 30, 2019
Water Fund	$ -0-	$ -0-
Wastewater Fund	5,091	4,661
Total Amortization	$ 5,091	$ 4,661

J. Debt Issuance Costs

Debt issuance costs are expensed when incurred. Debt issuance costs incurred during the years ended June 30, 2020 and June 30, 2019 were:

	June 30, 2020	June 30, 2019
Water Fund	$ -0-	$ -0-
Wastewater Fund	62,125	-0-
Total Debt Issuance Costs	$ 62,125	$ -0-

K. Customer Deposits

The District collects deposits on new and prior delinquent customers as required by the Rules of the Public Service Commission of West Virginia. These accounts are to be maintained in a separate bank account and are to be refunded to owners after bills for service have been paid on time for twelve (12) consecutive months. Renters' deposits are held until accounts are closed.

L. Compensated Absences

It is the District's policy to permit full-time, permanent employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. The compensated absences liability is liquidated using funds to which the liability accrued as the accumulated leave is used. Compensated absences have been accrued at the employees' current hourly rates at year-end.

M. Advances for Construction

The District has entered into various extension agreements. Advances represent amounts paid by the customer to install new services. These amounts are recorded as fixed assets in the year the agreement is entered into. Payments represent the amount the District has refunded the customer due to services being extended to new customers in that area subsequent to the 5.5 agreement. Expired amounts represents agreements in which the refund period has expired per the service agreement. The amounts are recorded as grants and contributions in the year of expiration.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Long-Term Obligations

In the financial statements, long-term debt and other long-term obligations are reported as liabilities in the proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs, except prepaid insurance, whether or not withheld from actual debt proceeds received are recorded as expenses during the period in which the bonds were issued.

O. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

P. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of the resources related to pensions, and pension expense, information about the fiduciary net pension of the West Virginia Public Employees Retirement System (PERS) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability and deferred outflows/inflows of the resources related to OPEB, and OPEB expense, information about the Retiree Health Benefit Trust Fund (RHBT) and additions to/deductions from the RHBT's' fiduciary net position have been determined on the same basis as they are reported by the RHBT. RHBT recognizes benefit payments when due and payable in accordance with the benefit terms. investments are reported at fair value.

R. Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include assessing the collectability of accounts receivable, the use and recoverability of inventory, and the useful lives and impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

S. Income Taxes

The District is not subject to Federal income taxes since it is a part of state and local government that is exempt under Internal Revenue Code Section 115.

T. Contributed Capital and Capital Contributions

Prior to the implementation of GASB 33, *Accounting and Financial Reporting for Non-exchange Transactions*: grants, contributions, entitlements, and shared revenues restricted for acquisition or construction of capital assets were recorded as contributed capital. As required by GASB 33, the District recognizes capital contributions as revenue rather than as contributed capital.

U. Net Position

Equity is classified as net position and displayed in three components:

a. Net Investment in Capital Assets – Consists of capital assets, restricted assets relating to bond covenants, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowing that are attributable to the acquisition, construction or improvement of those assets.

b. Restricted Net Position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted Net Position – All other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt".

V. Recently Issued and Adopted Accounting Pronouncements

GASB 88: Certain Disclosures Related to Debt, Including Direct Borrowing and Direct Placements – In April 2018, the GASB issued Statement No. 88, Certain Disclosures Related to Debt, Including Direct Borrowing and Direct Placements. GASB 88's objective is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This statement is effective for reporting periods beginning after June 15, 2018. The adoption of GASB 88 does not have any impact on the District's current financial statements.

GASB 89: Accounting for Interest Cost Incurred Before The End of a Construction Period – In June 2018, the GASB issued Statement No. 89, Accounting for Interest Cost Incurred Before The End of a Construction Period. GASB 89's objectives are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This statement is effective for reporting periods beginning after December 15, 2019. The District has chose to early implement this standard. The adoption of GASB 89 does not have any impact on the District's current financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GASB 90: Majority Equity Interests-An Amendment of GASB Statments No. 14 and No. 61 – In August 2018, the GASB issued Statement No. 90, Majority Equity Interests- An Amendment of GASB Statements No. 14 and No. 61. GASB 90's objectives are improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This statement is effective for reporting periods beginning after December 15, 2018. The adoption of GASB 90 does not have any impact on the District's current financial statements.

NOTE 2. RESTRICTED CASH AND INVESTMENTS

These accounts represent amounts that are restricted in their use:

Working Capital Reserves:
Required by the West Virginia Senate Bill 234 to accumulate funds equal to at least 1/8 of annual operating expenses.

Customer Security Deposits:
Required by the West Virginia Public Service Commission to refund customer security deposits after twelve (12) months of consecutive on time payments.

Construction Funds:
Required by Federal granting agencies to maintain project funds until completion of the project. All construction funds are maintained in cash balances.

Debt Service Fund:
Required by bond indentures to accumulate required funds to pay the principal and interest as it becomes due.

Debt Reserves Fund:
The District is required to set aside, on a monthly basis, an amount equal to one-twelfth (1/12) of one-tenth (1/10) of the annual debt service owed to bonding agencies until such time as an amount equal to the required annual debt service on the original debt is met.

Repair and Replacement Reserves Fund:
Required by bond indentures to deposit two and one-half percent (2.5%) of operating income each month. These monies may be withdrawn by the District and used for replacements, emergency repairs, improvements or extensions to the system and to eliminate deficiencies in the debt reserve fund.

NOTE 3. DEPOSITS AND INVESTMENTS

Cash, cash equivalents and investments as of June 30, 2020 and June 30, 2019 are classified in the accompanying financial statements as follows:

A reconciliation of balances at financial institutions and cash and investments as shown on the Statement of Net Position is as follows:

Depository Accounts	June 30, 2020 Bank Balance	June 30, 2019 Bank Balance
Insured	$ 359,635	$ 298,831
Collateralized by securities held by Pledging bank's Trust Department in the District's name	6,288,472	6,000,000
Collateralized with the WV Municipal Bond Commission by the State of West Virginia	4,548,282	4,316,611
Uninsured and Uncollateralized	-0-	172,948
Cash on Hand	531	532
Deposits (Disbursements) in Transit	(77,366)	(88,497)
Total Deposits	$ 11,119,554	$ 10,700,425
Statement of Net Position:		
Cash & Cash Equivalents	$ 3,371,091	$ 3,265,531
Restricted Assets:		
Working Capital Reserves	862,473	840,558
Debt Service Funds	694,817	628,328
Customer Deposits Funds	612,318	609,499
Construction Funds	25,376	5,023
Debt Reserves	3,853,465	3,688,283
Repair & Replacement Reserves	1,700,014	1,663,203
Total Statement of Net Position	$ 11,119,554	$ 10,700,425

At year end, the District had the following investments:

Investments	June 30, 2020	June 30, 2019	Credit Risk Rating: Standard & Poor's and Fitch	Credit Risk Rating: Moody's Investment Services
Municipal Bond Commission	$ 4,548,282	$ 4,316,611	Not Rated	Not Rated
Certificates of Deposit	2,617,648	2,551,136	Not Rated	Not Rated
Total	$ 7,165,930	$ 6,867,747		

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

Investments Measured at Fair Value

The fair value hierarchy defines three levels of input, as follows:

Level 1 Fair Value Measurements
Valuations based on quoted prices (unadjusted) in an active market that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 Fair Value Measurements
Valuations based on observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in inactive markets, or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data.

Level 3 Fair Value Measurements
Valuations based on unobservable inputs are used when little or no market data is available. The fair value hierarchy gives lowest priority to Level 3 inputs."

The District has the following recurring fair value measurements as of June 30, 2020:

Investments	Fair Value	Level 1	Level 2	Level 3
Municipal Bond Commission	$ 4,548,282	$ 4,548,282	$ -0-	$ -0-
Certificates of Deposit	2,617,648	-0-	2,617,648	-0-
	$ 7,165,930	$ 4,548,282	$ 2,617,648	$ -0-

The District has the following recurring fair value measurements as of June 30, 2019:

Investments	Fair Value	Level 1	Level 2	Level 3
Municipal Bond Commission	$ 4,316,611	$ 4,316,611	$ -0-	$ -0-
Certificates of Deposit	2,551,136	-0-	2,551,136	-0-
	$ 6,867,747	$ 4,316,611	$ 2,551,136	$ -0-

Interest Rate Risk

Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of the investment. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing rates.

The District has the following investments as of June 30, 2020:

		Investment Maturities (in Years)			
Investments	Fair Value	Less than 1	1 - 5	6 - 10	Thereafter
Municipal Bond Commission	$ 4,548,282	$ 4,548,282	$ -0-	$ -0-	$ -0-
Certificates of Deposit	2,617,648	2,617,648	-0-	-0-	-0-
	$ 7,165,930	$ 7,165,930	$ -0-	$ -0-	$ -0-

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

The District has the following investments as of June 30, 2019:

		Investment Maturities (in Years)			
Investments	Fair Value	Less than 1	1 - 5	6 - 10	Thereafter
Municipal Bond Commission	$ 4,316,611	$ 4,316,611	$ -0-	$ -0-	$ -0-
Certificates of Deposit	2,551,136	-0-	2,551,136	-0-	-0-
	$ 6,867,747	$ 4,316,611	$ 2,551,136	$ -0-	$ -0-

Custodial Credit Risk

For deposits, the District could be exposed to risk in the event of bank failure where the District could be exposed to risk in the event of bank failure where the District's deosits may not be returned. The District's policy for custodial credit risk is to retain collateralization in excess of FDIC limits by pledging securities at the local financial institution's trust department when needed.

For investments, the District could be exposed to risk in the event of the failure of the counterparty where the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District does not have a deposit policy for custodial credit risk.

NOTE 4. RECEIVABLES

Receivables as of June 30, 2020, including applicable allowances for uncollectible accounts, are as follows:

	Water	Wastewater	Total
Receivables:			
Accounts	$ 262,287	$ 386,202	$ 648,489
Other	-0-	364	364
Grants	-0-	55,596	55,596
Gross Receivables	262,287	442,162	704,449
Less: Allowance for Uncollectibles	(5,246)	(7,724)	(12,970)
Net Total Receivables	$ 257,041	$ 434,438	$ 691,479

Receivables as of June 30, 2019, including applicable allowances for uncollectible accounts, are as follows:

	Water	Wastewater	Total
Receivables:			
Accounts	$ 262,399	$ 430,101	$ 692,500
Other	-0-	376	376
Gross Receivables	262,399	430,477	692,876
Less: Allowance for Uncollectibles	(5,248)	(8,602)	(13,850)
Net Total Receivables	$ 257,151	$ 421,875	$ 679,026

NOTE 4. RECEIVABLES (CONTINUED)

Bad debts represent accounts receivable written off during the year and changes in the allowance for doubtful accounts during the year. The following bad debts were charged to expense during the year. Bad debts are offset against charges for service.

	June 30, 2020	June 30, 2019
Water Fund	$ 5,329	$ 9,945
Wastewater Fund	16,121	27,721
Total Bad Debt Expense	$ 21,450	$ 37,666

NOTE 5. CAPITAL ASSETS

Utility plant is classified as follows:

Water Fund	June 30, 2019	Additions	Deletions	June 30, 2020
Capital Assets Not Depreciated:				
Land & Land Rights	$ 753,865	$ 126,795	$ -0-	$ 880,660
Construction in Progress	-0-	41,562	-0-	41,562
Total Capital Assets Not Depreciated	753,865	168,357	-0-	922,222
Capital Assets Depreciated:				
Water Treatment Plant	9,105,441	-0-	-0-	9,105,441
Source of Supply & Pumping	8,035,646	14,249	-0-	8,049,895
Transmission & Distribution	36,603,272	109,571	-0-	36,712,843
Office Furniture & Equipment	371,568	-0-	-0-	371,568
Transportation Equipment	498,661	48,037	-0-	546,698
Other General Plant	1,549,532	4,529	-0-	1,554,061
Total Capital Assets Depreciated	56,164,120	176,386	-0-	56,340,506
Less: Accumulated Depreciation	(22,767,412)	(1,451,156)	-0-	(24,218,568)
Net Capital Assets Depreciated	33,396,708	(1,274,770)	-0-	32,121,938
Total Net Capital Assets	$ 34,150,573	$ (1,106,413)	$ -0-	$ 33,044,160

NOTE 5. CAPITAL ASSETS (CONTINUED)

	June 30, 2018	Additions	Deletions	June 30, 2019
Capital Assets Not Depreciated:				
Land & Land Rights	$ 753,865	$ -0-	$ -0-	$ 753,865
Construction in Progress	-0-	-0-	-0-	-0-
Total Capital Assets Not Depreciated	753,865	-0-	-0-	753,865
Capital Assets Depreciated:				
Water Treatment Plant	9,105,441	-0-	-0-	9,105,441
Source of Supply & Pumping	8,035,646	-0-	-0-	8,035,646
Transmission & Distribution	36,543,898	59,374	-0-	36,603,272
Office Furniture & Equipment	368,136	3,432	-0-	371,568
Transportation Equipment	498,661	-0-	-0-	498,661
Other General Plant	1,549,532	-0-	-0-	1,549,532
Total Capital Assets Depreciated	56,101,314	62,806	-0-	56,164,120
Less: Accumulated Depreciation	(21,306,065)	(1,461,347)		(22,767,412)
Net Capital Assets Depreciated	34,795,249	(1,398,541)	-0-	33,396,708
Total Net Capital Assets	$ 35,549,114	$ (1,398,541)	$ -0-	$ 34,150,573

Depreciation expense for the years ending June 30, 2020 and June 30, 2019, was $1,451,156 and $1,461,347, respective

Wastewater Fund	June 30, 2019	Additions	Deletions	June 30, 2020
Capital Assets Not Depreciated:				
Land & Land Rights	$ 1,055,894	$ 142,982	$ -0-	$ 1,198,876
Construction in Progress	-0-	130,549	-0-	130,549
Total Capital Assets Not Depreciated	1,055,894	273,531	-0-	1,329,425
Capital Assets Depreciated:				
Collecting System	66,747,995	174,958	-0-	66,922,953
Pumping System	20,197,716	117,147	-0-	20,314,863
Treatment & Disposal System	759,239	-0-	-0-	759,239
Office Furniture & Equipment	276,662	5,107	-0-	281,769
Transportation Equipment	626,945	65,510	-0-	692,455
Other General Plant	1,416,046	-0-	-0-	1,416,046
Total Capital Assets Depreciated	90,024,603	362,722	-0-	90,387,325
Less: Accumulated Depreciation	(34,159,345)	(1,997,787)	-0-	(36,157,132)
Net Capital Assets Depreciated	55,865,258	(1,635,065)	-0-	54,230,193
Total Net Capital Assets	$ 56,921,152	$ (1,361,534)	$ -0-	$ 55,559,618

NOTE 5. CAPITAL ASSETS (CONTINUED)

	June 30, 2018	Additions	Deletions	June 30, 2019
Capital Assets Not Depreciated:				
Land & Land Rights	$ 1,055,894	$ -0-	$ -0-	$ 1,055,894
Construction in Progress	-0-	-0-	-0-	-0-
Total Capital Assets Not Depreciated	1,055,894	-0-	-0-	1,055,894
Capital Assets Depreciated:				
Collecting System	66,718,346	29,649	-0-	66,747,995
Pumping System	20,094,201	103,515	-0-	20,197,716
Treatment & Disposal System	759,239	-0-	-0-	759,239
Office Furniture & Equipment	272,793	3,869	-0-	276,662
Transportation Equipment	626,945	-0-	-0-	626,945
Other General Plant	1,416,046	-0-	-0-	1,416,046
Total Capital Assets Depreciated	89,887,570	137,033	-0-	90,024,603
Less: Accumulated Depreciation	(32,111,565)	(2,047,780)	-0-	(34,159,345)
Net Capital Assets Depreciated	57,776,005	(1,910,747)	-0-	55,865,258
Total Net Capital Assets	$ 58,831,899	$ (1,910,747)	$ -0-	$ 56,921,152

Depreciation expense for the years ending June 30, 2020 and June 30, 2019, was $1,997,787 and $2,047,780, respective

Construction in Progress:

The District has active construction projects as of June 30, 2020 and June 30, 2019. The projects include upgrades and extensions to the existing system. At year-end, the construction in progress consists of the following amounts:

Water Fund

	Spent-to-Date	
	June 30, 2020	June 30, 2019
New Office Building Construction	$ 41,562	$ -0-
Total Construction in Progress	$ 41,562	$ -0-

Wastewater Fund

	Spent-to-Date	
	June 30, 2020	June 30, 2019
New Office Building Construction	$ 46,868	$ -0-
Deer Valley Extension Project	70,681	-0-
Arrow Lift Station Project	13,000	-0-
Total Construction in Progress	$ 130,549	$ -0-

NOTE 6. LINE OF CREDIT

The District has a line of credit with Putnam County Bank to provide interim financing during the construction phase of the Water Capacity Expansion Project. The line of credit is collateralized by a certificate of deposit. The line of credit is authorized for $1,000,000 and bears interest of the certificate of deposit interest plus 2%, with a floor of 4.60%. As June 30, 2020 no amounts had been drawn down on this line of credit.

NOTE 7. LONG TERM DEBT

Revenue Bonds Payable:

The District issues bonds where the District pledges income derived from acquired or constructed assets to pay the debt service.

The proceeds of these bonds are being or have been used to fund the construction, upgrades, and repairs, of the water and wastewater systems and treatment plants. The bonds are secured by revenues of the water and wastewater systems, which are required to be in sufficient amount to pay principal and interest on the bonds when due. Revenue Bonds outstanding at year end are as follows:

Water Fund

The following is a summary of revenue bonds payable at June 30, 2020:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2020
WDA - 1999 A	2038	5.500%	$ 6,440,000	$ 742,806	$ 5,697,194
WDA - 1999 B	2038	4.000%	5,425,000	2,540,000	2,885,000
USDA/RDA - 2006	2047	4.125%	8,190,000	1,487,675	6,702,325
WDA - 2008	2048	5.000%	1,436,000	178,805	1,257,195
WDA - 2009 A	2030	2.000%	627,000	266,838	360,162
WDA - 2009 B	2030	2.000%	100,000	42,557	57,443
USDA - 2010 A	2052	3.750%	3,557,500	371,536	3,185,964
USDA - 2010 B	2052	3.750%	2,931,200	329,808	2,601,392
USDA - 2013 A	2053	3.500%	3,785,000	272,275	3,512,725
USDA - 2013 B	2053	3.375%	600,000	87,985	512,015
USDA - 2013 C	2053	3.500%	1,074,000	76,733	997,267
Total Bonds Payable			$ 34,165,700	$ 6,397,018	$ 27,768,682

NOTE 7. LONG TERM DEBT (CONTINUED)

The following is a summary of revenue bonds payable at June 30, 2019:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2019
WDA - 1999 A	2038	5.500%	$ 6,440,000	$ 658,825	$ 5,781,175
WDA - 1999 B	2038	4.000%	5,425,000	2,370,000	3,055,000
USDA/RDA - 2006	2047	4.125%	8,190,000	1,339,126	6,850,874
WDA - 2008	2048	5.000%	1,436,000	158,304	1,277,696
WDA - 2009 A	2030	2.000%	627,000	236,310	390,690
WDA - 2009 B	2030	2.000%	100,000	37,689	62,311
USDA - 2010 A	2052	3.750%	3,557,500	315,911	3,241,589
USDA - 2010 B	2052	3.750%	2,931,200	283,103	2,648,097
USDA - 2013 A	2053	3.500%	3,785,000	215,608	3,569,392
USDA - 2013 B	2053	3.375%	600,000	77,330	522,670
USDA - 2013 C	2053	3.500%	1,074,000	60,671	1,013,329
Total Bonds Payable			$ 34,165,700	$ 5,752,877	$ 28,412,823

Wastewater Fund

The following is a summary of revenue bonds payable at June 30, 2020:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2020
WDA - 2002 B	2022	2.000%	$ 1,422,000	$ 1,170,911	$ 251,089
USDA - 2006 A	2047	4.375%	4,946,000	4,946,000	-0-
USDA - 2006 B	2047	4.375%	2,104,000	2,104,000	-0-
WDA - 2007	2029	3.000%	2,330,000	1,228,752	1,101,248
WDA - 2008 A	2028	2.000%	3,680,000	1,841,687	1,838,313
WVIF - 2008 B	2048	0.000%	509,000	148,212	360,788
USDA / FHA - 2009 A	2049	4.250%	4,520,000	593,650	3,926,350
WDA - 2009 C	2031	0.000%	1,050,500	459,604	590,896
Refinancing - 2013 A	2053	Varies	7,700,000	1,290,000	6,410,000
USDA - 2013 B	2053	3.500%	6,000,000	464,663	5,535,337
USDA - 2013 C	2053	3.500%	6,930,000	486,064	6,443,936
USDA - 2013 D	2053	3.500%	564,800	65,416	499,384
USDA - 2013 E	2053	3.375%	1,241,000	154,892	1,086,108
USDA - 2013 F	2053	3.375%	1,500,000	110,786	1,389,214
WDA - 1987 A	2025	8.380%	878,743	479,727	399,016
WDA - 1987 B	2025	0.000%	215,535	175,832	39,703
WDA - 1990 A	2029	7.850%	214,969	94,651	120,318
WDA - 1990 B	2029	0.000%	10,031	7,459	2,572
USDA - 2012 A	2052	3.500%	525,600	45,501	480,099
Refinancing - 2020 A	2045	Varies	6,000,000	-0-	6,000,000
Less: Unamortized Bond Discount			(297,100)	(24,503)	(272,597)
Add: Unamortized Bond Premium			76,924	770	76,154
Total Bonds Payable			$ 52,122,002	$ 15,844,074	$ 36,277,928

NOTE 7. LONG TERM DEBT (CONTINUED)

The following is a summary of revenue bonds payable at June 30, 2019:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2019
WDA - 2002 B	2022	2.000%	$ 1,422,000	$ 1,090,500	$ 331,500
USDA - 2006 A	2047	4.375%	4,946,000	777,856	4,168,144
USDA - 2006 B	2047	4.375%	2,104,000	325,957	1,778,043
WDA - 2007	2029	3.000%	2,330,000	1,108,701	1,221,299
WDA - 2008 A	2028	2.000%	3,680,000	1,657,067	2,022,933
WVIF - 2008 B	2048	0.000%	509,000	135,076	373,924
USDA / FHA - 2009 A	2049	4.250%	4,520,000	521,419	3,998,581
WDA - 2009 C	2031	0.000%	1,050,500	407,080	643,420
Refinancing - 2013 A	2053	Varies	7,700,000	1,075,000	6,625,000
USDA - 2013 B	2053	3.500%	6,000,000	373,746	5,626,254
USDA - 2013 C	2053	3.500%	6,930,000	382,778	6,547,222
USDA - 2013 D	2053	3.500%	564,800	56,105	508,695
USDA - 2013 E	2053	3.375%	1,241,000	133,753	1,107,247
USDA - 2013 F	2053	3.375%	1,500,000	87,764	1,412,236
WDA - 1987 A	2025	8.380%	878,743	441,040	437,703
WDA - 1987 B	2025	0.000%	215,535	170,160	45,375
WDA - 1990 A	2029	7.850%	214,969	86,895	128,074
WDA - 1990 B	2029	0.000%	10,031	7,202	2,829
USDA - 2012 A	2052	3.500%	525,600	37,368	488,232
Less: Unamortized Bond Discount			(297,100)	(138,642)	(158,458)
Total Bonds Payable			$ 46,045,078	$ 8,736,825	$ 37,308,253

Water Fund

Revenue bond debt service requirements to maturity are as follows:

Year	Principal	Interest
2021	$ 670,719	$ 1,187,185
2022	700,774	1,158,570
2023	732,056	1,117,157
2024	764,799	1,094,275
2025	799,075	1,059,992
2026-2030	4,564,689	4,728,586
2031-2035	5,501,329	3,595,083
2036-2040	6,180,541	2,181,047
2041-2045	4,351,223	1,110,227
2046-2050	2,828,869	375,828
2051-2055	674,608	31,545
Total	$ 27,768,682	$ 17,639,495

NOTE 7. LONG TERM DEBT (CONTINUED)

Wastewater Fund

Revenue bond debt service requirements to maturity are as follows:

Year	Principal	Interest	Admin Fee
2021	$ 1,153,498	$ 1,362,807	$ 32,842
2022	1,237,691	1,277,013	32,842
2023	1,277,783	1,240,175	32,842
2024	1,226,711	1,202,518	25,168
2025	1,261,954	1,164,595	25,168
2026-2030	6,398,221	5,209,011	105,990
2031-2035	5,452,992	4,159,071	6,648
2036-2040	6,136,176	3,061,872	-0-
2041-2045	6,209,744	1,779,183	-0-
2046-2050	4,330,023	668,151	-0-
2051-2055	1,789,578	86,897	-0-
Total	$ 36,474,371	$ 21,211,293	$ 261,500

Utility Pledged Revenues

Water Fund

WDA Series 1999 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $6,440,000 in water system revenue bonds Series 1999 A issued in 1999. Procceds from this issuance were used to finance the construction of the 2000 Water Upgrade Project and for the acquisition of the Kanawha Orchard PSD. The bonds are payable solely from water customer net revenues and are payable through 2038. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,730,989. Principal and interest payments paid for the current year and total customer net revenues were $418,309 and $2,602,455, respectively.

WDA Series 1999 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $5,425,000 in water system revenue bonds Series 1999 B issued in 1999. Procceds from this issuance were used to finance the redemption, in full, of all bonds/notes payable to the Rural Utilities Service/Farmers Home Administration. The bonds are payable solely from water customer net revenues and are payable through 2038. Annual principal and interest payments on the bonds are expected to require less than 12 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $3,996,586. Principal and interest payments paid for the current year and total customer net revenues were $322,251 and $2,602,455, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA/RDA Series 2006 Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $8,190,000 in water system revenue bonds Series 2006 issued in 2006. Procceds from this issuance were used to finance the construction of water system improvements. The bonds are payable solely from water customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $10,801,246. Principal and interest payments paid for the current year and total customer net revenues were $427,524 and $2,602,455, respectively.

WDA Series 2008 Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $1,436,000 in water system revenue bonds Series 2008 issued in 2007. Procceds from this issuance were used to finance the construction of water system improvements. The bonds are payable solely from water customer net revenues and are payable through 2048. Annual principal and interest payments on the bonds are expected to require less than 3 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $2,362,814. Principal and interest payments paid for the current year and total customer net revenues were $84,386 and $2,602,455, respectively.

WDA Series 2009 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $627,000 in water system revenue bonds Series 2009 A issued in 2008. Procceds from this issuance were used to finance the construction of the Water Filter D Project. The bonds are payable solely from water customer net revenues and are payable through 2030. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $400,198. Principal and interest payments paid for the current year and total customer net revenues were $38,114 and $2,602,455, respectively.

WDA Series 2009 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $100,000 in water system revenue bonds Series 2009 B issued in 2008. Procceds from this issuance were used to finance the construction of the Water Filter D Project. The bonds are payable solely from water customer net revenues and are payable through 2030. Annual principal and interest payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $63,827. Principal and interest payments paid for the current year and total customer net revenues were $6,080 and $2,602,455, respectively.

USDA Series 2010 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $3,557,500 in water system revenue bonds Series 2010 A issued in 2010. Procceds from this issuance were used to finance the construction of the 2010 Water Clarification Project. The bonds are payable solely from water customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $5,341,946. Principal and interest payments paid for the current year and total customer net revenues were $175,884 and $2,602,455, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2010 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $2,931,200 in water system revenue bonds Series 2010 B issued in 2010. Procceds from this issuance were used to finance the construction of the 2010 Water Clarification Project. The bonds are payable solely from water customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 6 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $4,328,125. Principal and interest payments paid for the current year and total customer net revenues were $144,924 and $2,602,455, respectively.

USDA Series 2013 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $3,785,000 in water system revenue bonds Series 2013 A issued in 2013. Procceds from this issuance were used to finance the construction of the 2012 Water Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $5,908,211. Principal and interest payments paid for the current year and total customer net revenues were $180,324 and $2,602,455, respectively.

USDA Series 2013 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $600,000 in water system revenue bonds Series 2013 B issued in 2013. Procceds from this issuance were used to finance the construction of the 2016 Water Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $796,142. Principal and interest payments paid for the current year and total customer net revenues were $28,080 and $2,602,455, respectively.

USDA Series 2013 C Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $1,074,000 in water system revenue bonds Series 2013 C issued in 2013. Procceds from this issuance were used to finance the construction of the John Amos Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,678,096. Principal and interest payments paid for the current year and total customer net revenues were $51,168 and $2,602,455, respectively.

Wastewater Fund

WDA Series 2002 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,422,000 in wastewater system revenue bonds Series 2002 B issued in 2002. Procceds from this issuance were used to finance the construction of a wastewater service extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2022. Annual principal and interest payments on the bonds are expected to require less than 3 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $259,324. Principal and interest payments paid for the current year and total customer net revenues were $86,442 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2006 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $4,946,000 in wastewater system revenue bonds Series 2006 A issued in 2006. Procceds from this issuance were used to finance the construction of the Kanawha Valley Wastewater Project to expand its system along the Kanawha River. The bonds are payable solely from wastewater customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 9 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $. Principal and interest payments paid for the current year and total customer net revenues were $267,684 and $3,121,790, respectively.In 2020 this bond was refunded using procees from the 2020 A bond.

USDA Series 2006 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $2,104,000 in wastewater system revenue bonds Series 2006 B issued in 2006. Procceds from this issuance were used to finance the construction of the Kanawha Valley Wastewater Project to expand its system along the Kanawha River. The bonds are payable solely from wastewater customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 4 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $. Principal and interest payments paid for the current year and total customer net revenues were $113,880 and $3,121,790, respectively.In 2020 this bond was refunded using procees from the 2020 A bond.

WDA Series 2007 Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $2,330,000 in wastewater system revenue bonds Series 2007 issued in 2007. Procceds from this issuance were used to finance the construction of the Red House Project, constructing wastewater lines in the North Putnam area of the District. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal and interest payments on the bonds are expected to require less than 5 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,242,783. Principal and interest payments paid for the current year and total customer net revenues were $155,349 and $3,121,790, respectively.

WDA Series 2008 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $3,680,000 in wastewater system revenue bonds Series 2008 A issued in 2008. Procceds from this issuance were used to finance the construction of the Red House Project, constructing wastewater lines in the North Putnam area of the District. The bonds are payable solely from wastewater customer net revenues and are payable through 2028. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $2,013,302. Principal and interest payments paid for the current year and total customer net revenues were $223,703 and $3,121,790, respectively.

WVIF Series 2008 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $509,000 in wastewater system revenue bonds Series 2008 B issued in 2008. Procceds from this issuance were used to finance the construction of the Hometown Wastewater Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2048. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $360,788. Principal payments paid for the current year and total customer net revenues were $13,136 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA / FHA Series 2009 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $4,520,000 in wastewater system revenue bonds Series 2009 A issued in 2009. Procceds from this issuance were used to finance the construction of the Teays Hollow Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2049. Annual principal and interest payments on the bonds are expected to require less than 8 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $6,715,367. Principal and interest payments paid for the current year and total customer net revenues were $240,288 and $3,121,790, respectively.

WDA Series 2009 C Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,050,500 in wastewater system revenue bonds Series 2009 C issued in 2009. Procceds from this issuance were used to finance the construction of the Hometown Phase II Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2031. Annual principal payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $590,896. Principal payments paid for the current year and total customer net revenues were $52,528 and $3,121,790, respectively.

Refinancing Series 2013 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $7,700,000 in wastewater system revenue bonds Series 2013 A issued in 2013. Procceds from this issuance were used to refund the USDA 1995 and 2002A bonds in full. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,934,817. Principal and interest payments paid for the current year and total customer net revenues were $486,288 and $3,121,790, respectively.

USDA Series 2013 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,000,000 in wastewater system revenue bonds Series 2013 B issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 9 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,262,571. Principal and interest payments paid for the current year and total customer net revenues were $285,840 and $3,121,790, respectively.

USDA Series 2013 C Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,930,000 in wastewater system revenue bonds Series 2013 C issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 11 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $10,856,618. Principal and interest payments paid for the current year and total customer net revenues were $330,156 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2013 D Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $564,800 in wastewater system revenue bonds Series 2013 D issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $807,133. Principal and interest payments paid for the current year and total customer net revenues were $26,916 and $3,121,790, respectively.

USDA Series 2013 E Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,241,000 in wastewater system revenue bonds Series 2013 E issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $58,080 and $3,121,790, respectively.

USDA Series 2013 F Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,500,000 in wastewater system revenue bonds Series 2013 F issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $70,200 and $3,121,790, respectively.

WDA Series 1987 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $878,743 in wastewater system revenue bonds Series 1987 A issued in 1987. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2025. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $77,270 and $3,121,790, respectively.

WDA Series 1987 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $215,535 in wastewater system revenue bonds Series 1987 B issued in 1987. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2025. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal payments paid for the current year and total customer net revenues were $5,672 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

WDA Series 1990 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $214,969 in wastewater system revenue bonds Series 1990 A issued in 1990. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $17,811 and $3,121,790, respectively.

WDA Series 1990 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $10,031 in wastewater system revenue bonds Series 1990 B issued in 1990. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal payments paid for the current year and total customer net revenues were $258 and $3,121,790, respectively.

USDA Series 2012 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $525,600 in wastewater system revenue bonds Series 2012 A issued in 2012. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $25,044 and $3,121,790, respectively.

Refinancing Series 2020 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,000,000 in wastewater system revenue bonds Series 2020 A issued in 2020. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2045. Annual principal payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $36,359 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

Summary Changes in Long-Term Liabilities:

	Balance June 30, 2019	Additions	Retirements	Balance June 30, 2020	Due Within One Year
Revenue Bonds Payable	$ 65,879,533	$ 6,000,000	$ (7,636,481)	$ 64,243,052	$ 1,824,217
Unamortized Bond Premium	-0-	76,924	(770)	76,154	-0-
Unamortized Bond Discount	(158,457)	(120,000)	5,861	(272,596)	-0-
Total Bonds & Notes	$ 65,721,076	$ 5,956,924	$ (7,631,390)	$ 64,046,610	$ 1,824,217
Net Pension Liability	352,291	-0-	(67,040)	285,251	-0-
Net OPEB Liability	802,785	-0-	(182,363)	620,422	-0-
Long-Term Liabilities	$ 66,876,152	$ 5,956,924	$ (7,880,793)	$ 64,952,283	$ 1,824,217

	Balance June 30, 2017	Additions	Retirements	Balance June 30, 2019	Due Within One Year
Revenue Bonds Payable	$ 67,624,957	$ 2,501	$ (1,747,925)	$ 65,879,533	$ 1,788,425
Unamortized Bond Discount	(163,118)	-0-	4,661	(158,457)	-0-
Total Bonds & Notes	$ 67,461,839	$ 2,501	$ (1,743,264)	$ 65,721,076	$ 1,788,425
Net Pension Liability	595,239	-0-	(242,948)	352,291	-0-
Net OPEB Liability	899,214	-0-	(96,429)	802,785	-0-
Long-Term Liabilities	$ 68,956,292	$ 2,501	$ (2,082,641)	$ 66,876,152	$ 1,788,425

NOTE 8. EMPLOYEES RETIREMENT SYSTEM

Public Employee Retirement System (PERS)

The Putnam Public Service District participates in a state-wide, cost-sharing, multiple-employer defined benefit plan on behalf of the District employees. The system is administered by agencies of the state of West Virginia and funded by contributions from participants, employers, and State appropriations, as necessary.

Plan Description

The following is a summary of eligibility factors, contribution methods, and benefit provisions:

Eligibility to participate	All full-time employees, except those covered by other pension plans	
Authority establishing contribution obligations and benefit provisions	West Virginia State Code §5-l0d discusses the Consolidated Public Retirement Board, which administers all public retirement plans in the State of West Virginia.	
	Tier I	Tier II
Plan member's contribution rate	4.50%	6.00%
District's contribution rate	10.00%	10.00%

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

Period required to vest	Five Years
Benefits and eligibility for distribution	Tier I Normal retirement if member who has attained age 60 and has earned 5 years or more of contributing service or age 55 if the sum of his/her age plus years of credited service is equal to or greater than 80. The final average salary (three highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit. Tier II Normal retirement if member who has attained age 62 and has earned 10 years or more of contributing service. The final average salary (five highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit.
Deferred Retirement Portion	No
Provisions for:	
Cost of Living	No
Death Benefits	Yes

Employee membership data related to the Plan, as of June 30, 2020 was as follows:

Retirees and beneficiaries currently receiving benefits	1
Terminated employees entitled to but not yet receiving benefits	-
Active plan members	35
	36

Fiscal Year	Annual Pension Costs Amount	Percent Contributed
June 30, 2020	$ 198,347	100%
June 30, 2019	$ 194,772	100%
June 30, 2018	$ 207,326	100%

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2020 and June 30, 2019 the District reported a liability of $285,251 and $352,291, respectively, for its proportionate share of the net pension liability. The net pension liability reported at June 30, 2020 was measured as of June 30, 2019 and the total pension liability used to calculate net pension liability was determined by an actuarial valuation as of June 30, 2017, rolled forward to the measurement date of June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all employers participating in the PERS for the year ended June 30, 2019.

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

	June 30, 2020	June 30, 2019
Amount of Proportionate Share of Net Pension Liability	$ 285,251	$ 352,291
Percentage of Proportionate Share of Net Pension Liability	0.132667%	0.136414%
Increase/(Decrease) % From Prior Proportion Measured	-2.746786%	-1.077592%

For the years ended June 30, 2020 and June 30, 2019, the District recognized the following pension expense:

	June 30, 2020	June 30, 2019
Water Fund	$ 52,657	$ 20,216
Wastewater Fund	68,531	22,797
Total Pension Expense	$ 121,188	$ 43,013

The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the year ended June 30, 2020:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 11,041	$ 24,914
Changes in Assumptions	-0-	52,366
Changes in proportion and differences between employer contributions & proportionate share of contributions	10,379	14,799
Net difference between projected and actual earnings on Plan investments	-0-	103,105
Contributions Subsequent to the Measurement Date	198,347	-0-
Total	$ 219,767	$ 195,184

The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the year ended June 30, 2019:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 17,476	$ 872
Changes in Assumptions	-0-	-0-
Changes in proportion and differences between employer contributions & proportionate share of contributions	20,456	10,061
Net difference between projected and actual earnings on Plan investments	-0-	207,308
Contributions Subsequent to the Measurement Date	194,773	-0-
Total	$ 232,705	$ 218,241

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

The amount reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the years ended June 30, 2020 and June 30, 2019. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	June 30, 2020	Year Ended	June 30, 2019
June 30, 2021	$ (28,160)	June 30, 2020	$ 9,137
June 30, 2022	(155,578)	June 30, 2021	(40,545)
June 30, 2023	(19,960)	June 30, 2022	(148,901)
June 30, 2024	29,934	June 30, 2023	-0-
June 30, 2025	-0-	June 30, 2024	-0-
Total	$ (173,764)	Total	$ (180,309)

Actuarial Assumptions

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods in the measurement:

Methods and Assumptions	June 30, 2020	June 30, 2019
Inflation	3.00%	3.00%
Salary Increases	3.35% - 6%, including inflation	3.35% - 6%, including inflation
Investment Rate of Return	7.5%, net of pension plan investment expenses, including inflation	7.5%, net of pension plan investment expenses, including inflation
Mortality Rates	Active - 100% of Pub-2010 General Employees table, below-median, headcount weighted, projected with scale MP-2018	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational
	Retired healthy males - 108% of Pub-2010 General Retiree Male table, below-median, headcount weighted, projected with scale MP-2018	Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational
	Retired healthy females - 122% of Pub-2010 General Retiree Male table, below-median, headcount weighted, projected with scale MP-2018	Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational
	Disabled males - 118% of Pub-2010 General / Teachers Disabled Male table, below-median, headcount weighted, projected with scale MP-	Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational
	Disabled females - 118% of Pub-2010 General / Teachers Disabled Male table, below-median, headcount weighted, projected with scale MP-	Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

The actuarial assumptions used in the valuations were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

The long-term rates of return on pension plan investments were determined using the building block method in which estimates of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentages and by adding expected inflation. Best estimates of long-term geometric rates of return are summarized in the following tables and were used for all defined benefit plans for the years ended June 30, 2019:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
US Equity	27.50%	5.80%
International Equity	27.50%	7.70%
Fixed Income	15.00%	3.30%
Real Estate	10.00%	6.10%
Private Equity	10.00%	8.80%
Hedge Funds	10.00%	4.40%
Total	100.00%	

Discount Rate

The discount rate used to measure the total pension liability was 7.5% for all defined benefit plans for fiscal years 2019 and 2018. The projections of cash flows used to determine the discount rates assumed that employer contributions will continue to follow the current funding policies. Based on those assumptions, the fiduciary net position of each defined benefit pension plan was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rates of return on pension plan investments were applied to all periods of projected benefit payments to determine the total pension liabilities of each plan.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the District, calculated using the discount rate of 7.5%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1 – percentage-point lower (6.5%) or 1 – percentage point higher (8.5%) than the current rate:

June 30, 2020	1% Decrease 6.50%	Current Interest Rate 7.50%	1% Increase 8.50%
District's proportionate share of PERS net pension liability (asset)	$ 1,328,722	$ 285,251	$ (597,461)

June 30, 2019	1% Decrease 6.50%	Current Interest Rate 7.50%	1% Increase 8.50%
District's proportionate share of PERS net pension liability (asset)	$ 1,418,751	$ 352,291	$ (549,918)

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

Plan Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the separately issued financial report available at the Consolidated Public Retirement Board's website at www.wvretirement.com. That information can also be obtained by writing to the West Virginia Consolidated Public Retirement Board, 4101 MacCorkle Avenue SE, Charleston, WV 25304.

NOTE 9. DEFERRED COMPENSATION PLAN

The District offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all full-time District employees at their option, permits participants to defer a portion of their salary until future years. The deferred compensation is not available to participants until termination, retirement, death, or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, are held for the exclusive benefit of the participants and their beneficiaries.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS

Plan Description

The Putnam Public Service District participates in the West Virginia Other Postemployment Benefit Plan (the Plan) a cost-sharing, multiple employer, defined benefit other postemployment benefit plan and covers the retirees of State agencies, colleges and universities, county boards of education and other government entities as set forth in the West Virginia Code Section 5-16D-2 (the Code). The financial activities of the Plan are accounted for in the West Virginia Retiree Health Benefit Trust Fund (RHBT), a fiduciary fund of the State of West Virginia. The Plan is administered by a combination of the PEIA and the RHBT staff. Plan benefits are established and revised by the PEIA and the RHBT management with approval of the Finance Board. The Finance Board is comprised of nine members. Finance Board members are appointed by the Governor, serve a term of four years and are eligible for reappointment. The State Department of Administration cabinet secretary serves as Chairman of the Board. Four members represent labor, education, public employees and public retirees. Four remaining members represent the public-at-large. The plan had approximately 43,000 policyholders and 95,000 covered lives at June 30, 2019.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Active employees who retire are eligible for the PEIA health and life benefits, provided they meet the minimum eligibility requirements of the applicable State retirement system and if their last employer immediately prior to retirement: is a participating employer under the Consolidated Public Retirement Board (CPRB) and, as of July 1, 2008 forward, is a participating employer with the PEIA. Active employees who, as of July 1, 2008, have ten years or more of credited service in the CPRB and whose employer at the time of their retirement does participate with CPRB, but does not participate with the PEIA will be eligible for PEIA retiree coverage provided: they otherwise meet all criteria under this heading and their employer agrees, in writing, upon a form prescribed by the PEIA, that the employer will pay to the PEIA the non-participating retiree premium on behalf of the retiree or retirees, or that the retiree agrees to pay the entire unsubsidized premium themselves. Active employees who are members of the Teacher's Defined Contribution Retirement plan must be either: 55 years of age and have 12 or more years of credited service; or be at least 60 years of age with five years of service; and their last employer immediately prior to retirement must be a participating employer under that, or the CPRB system to qualify to continue PEIA insurance benefits upon retirement. Employees who participate in non-State retirement systems but are CPRB system affiliated, contracted, or approved (such as TIAA-CREF and similar plans), or are approved, in writing, by the PEIA Director must, in the case of education employees, meet the minimum eligibility requirements of the State Teacher's Retirement System and in all other cases meet the minimum eligibility requirements of the Public Employees Retirement System to be eligible for PEIA benefits as a retiree.

Employee membership data related to the Plan, as of June 30, 2020 was as follows:

Inactive plan members or beneficiaries currently receiving benefit payments	1
Inactive plan members entitled to but not yet receiving benefit payments	-
Active plan members	41
Total Plan Members	42

Benefits Provided:

The Plan provides the following benefits:

- Medical and prescription drug insurance
- Life insurance

The medical and prescription drug insurance is provided through two options:

- Self-Insured Preferred Provider Benefit Plan – primarily for non-Medicare-eligible retirees and spouses
- External Managed Care Organizations – primarily for Medicare-eligible retirees and spouses

Members retired before July 1, 1997 pay retiree healthcare contributions at the highest sponsor subsidized rate, regardless of their actual years of service. Members retired between July 1, 1997 and June 30, 2010, pay a subsidized rate depending on the member's years of service. Members hired on or after July 1, 2010, pay retiree healthcare contributions with no sponsor provided implicit or explicit subsidy

Retiree leave conversion contributions from the employer depend on the retiree's date of hire and years of service at retirement as described below:

- Members hired before July 1, 1988, may convert accrued sick or leave days into 100% of the required retiree healthcare contribution.
- Members hired from July 1, 1988, to June 30, 2001, may convert accrued sick or leave days into 50% of the required retiree healthcare contribution.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The conversion rate is two days of unused sick and annual leave days per month for single healthcare coverage and three days of unused sick and annual leave days per month for family healthcare coverage

Contributions

Paygo premiums are established by the Finance Board annually. All participating employers are required by statute to contribute this premium to the RHBT at the established rate for every active policyholder per month. The active premiums subsidized the retirees' health care by approximately $152 million for both fiscal years ending June 30, 2020 and June 30, 2019.

Contributions to the OPEB plan from the District were $65,856 and $77,043 for the years ended June 30, 2020 and June 30, 2019, respectively.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2020 and June 30, 2019 the District reported a liability of $620,422 and $802,785, respectively, for its proportionate share of the net OPEB liability. The net OPEB liability reported at June 30, 2020 was measured as of June 30, 2019 and the total OPEB liability used to calculate net OPEB liability was determined by an actuarial valuation as of June 30, 2018, rolled forward to the measurement date of June 30, 2019. The District's proportion of the net OPEB liability was based on the District's share of contributions to the OPEB plan relative to the contributions of all employers participating in the RHBT for the year ended June 30, 2019.

	June 30, 2020	June 30, 2019
Amount of Proportionate Share of Net OPEB Liability	$ 620,422	$ 802,785
Percentage of Proportionate Share of Net OPEB Liability	0.037394%	0.037418%
Increase/(Decrease) % From Prior Proportion Measured	-0.0638%	2.3240%

For the years ended June 30, 2020 and June 30, 2019, the District recognized the following OPEB expense:

	June 30, 2020	June 30, 2019
Water Fund	$ (12,594)	$ 9,369
Wastewater Fund	(6,540)	10,461
Total OPEB Expense	$ (19,134)	$ 19,830

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources June 30, 2020:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -0-	$ 72,359
Changes in assumptions	-0-	125,827
Changes in proportion and differences between employer contributions & proportionate share of contributions	11,884	57,364
Reallocation of Opt-Out Employer Change in Proportionate Share	153	16,692
Net difference between projected and actual earnings on Plan investments	3,527	10,220
Contributions subsequent to the measurement date	65,856	-0-
Total	$ 81,420	$ 282,462

The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources June 30, 2019:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -0-	$ 11,875
Changes in assumptions	-0-	80,158
Changes in proportion and differences between employer contributions & proportionate share of contributions	16,390	90,210
Net difference between projected and actual earnings on Plan investments	-0-	14,859
Contributions subsequent to the measurement date	77,043	-0-
Total	$ 93,433	$ 197,102

The amount reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the years ended June 30, 2020 and June 30, 2019. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended	June 30, 2020	Year Ended	June 30, 2019
June 30, 2021	$ (104,527)	June 30, 2020	$ (58,854)
June 30, 2022	(94,561)	June 30, 2021	(58,854)
June 30, 2023	(56,620)	June 30, 2022	(49,117)
June 30, 2024	(11,190)	June 30, 2023	(13,886)
June 30, 2025	-0-	June 30, 2024	-0-
Total	$ (266,898)	Total	$ (180,711)

See the accompanying accountant's report

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2018, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Methods and Assumptions	June 30, 2020	June 30, 2019
Inflation	2.75%	2.75%
Wage Inflation	4.00%	4.00%
Salary Increases	3.00% - 6.50%, including inflation	3.35% - 6.50%, including inflation
Investment Rate of Return	7.15%, net of OPEB plan investment expense, including inflation	7.15%, net of OPEB plan investment expense, including inflation
Healthcare Cost Trend Rates	Actual trend used for fiscal year 2018. For fiscal years on and after 2019, trend starts at 8.00% and 10.00% for pre and post-Medicare, respectively, and gradually decreases to an ultimate trend of 4.50%. Excess trend rate of 0.13% and 0.00% for pre and post-Medicare, respectively, is added to healthcare trend rates pertaining to per capita claims costs beginning in 2022 to account for the Excise Tax.	Actual trend used for fiscal year 2017. For fiscal years on and after 2018, trend starts at 8.50% and 9.75% for pre and post-Medicare, respectively, and gradually decreases to an ultimate trend of 4.50%. Excess trend rate of 0.14% and 0.29% for pre and post-Medicare, respectively, is added to healthcare trend rates pertaining to per capita claims costs beginning in 2020 to account for the Excise Tax.
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Amortization Method	Level percentage of payroll, closed	Level percentage of payroll, closed
Remaining Amortization Period	20 year closed period as of June 30, 2017	21 year closed period as of June 30, 2016
Mortality Rates	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2015.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The long-term rates of return on OPEB plan investments are determined using a building-block method in which estimates of expected future real rates of returns (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentages and by adding expected inflation. The strategic asset allocation consists of 55% equity, 15% fixed income, 10% private equity, 10% hedge fund and 10% real estate invested. Short-term assets used to pay current year benefits and expenses are invested with the WVBTI. Best estimates of long-term geometric rates are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Large Cap Domestic	17.00%
Non-Large Cap Domestic	22.00%
International Qualified	24.60%
International Non-Qualified	24.30%
International Equity	26.20%
Short-Term Fixed	0.50%
Total Return Fixed Income	6.70%
Core Fixed Income	0.10%
Hedge Fund	5.70%
Private Equity	19.60%
Real Estate	8.30%
Opportunistic Income	4.80%
Cash	0.00%

Discount Rate

The discount rate used to measure the OPEB liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that the RHBT contributions would be made at rates equal to the actuarially determined contribution rates, in accordance with prefunding and investment policies. The OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. Discount rates are subject to change between measurement dates

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's net OPEB liability of the RHBT, as well as what the RHBT's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15%) or 1-percentage-point higher (8.15%) than the current discount rate:

June 30, 2020	1% Decrease 6.15%	Current Interest Rate 7.15%	1% Increase 8.15%
Net OPEB Liability	$ 740,456	$ 620,422	$ 519,975

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

June 30, 2019	1% Decrease 6.15%	Current Interest Rate 7.15%	1% Increase 8.15%
Net OPEB Liability	$ 943,514	$ 802,785	$ 685,472

Sensitivity of the Districts Proportionate Share of the Net OPEB Liability to Changes in Healthcare Cost Trend Rates

The following presents the District's net OPEB liability of the Plan, as well as what the Plan's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point higher or 1-percentage-point lower:

June 30, 2020	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 500,281	$ 620,422	$ 766,214

June 30, 2019	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 664,261	$ 802,785	$ 971,571

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued financial report available at the West Virginia Public Employee Insurance Agency's website at peia.wv.gov. That information can also be obtained by writing to the West Virginia Public Employees Insurance Agency, 601 57th. Street, Suite 2, Charleston, WV, 25304.

NOTE 11. COMMITMENTS

The District has the following amount of funds committed for construction projects:

Water Fund

	June 30, 2020	June 30, 2019
New Office Building:		
District Contributions	$ 784,795	$ -0-
Total Commitments	784,795	-0-
Amounts Expended	(168,358)	-0-
Remaining	$ 616,437	$ -0-

NOTE 11. COMMITMENTS (CONTINUED)

Wastewater Fund

	June 30, 2020	June 30, 2019
New Office Building:		
District Contributions	$ 884,983	$ -0-
Deer Valley Extension Project:		
EDA Grant	860,000	-0-
District Contributions	215,000	-0-
Total Commitments	1,959,983	-0-
Amounts Expended	(260,531)	-0-
Remaining	$ 1,699,452	$ -0-

NOTE 12. GRANTS AND CONTRIBUTIONS

Grants and contributions for the years ended June 30, 2020 and June 30, 2019 were received from the following sources:

Wastewater Fund

	June 30, 2020	June 30, 2019
Deer Valley Extension Project:		
EDA Grant	$ 55,596	$ -0-
Total Grants and Contributions	$ 55,596	$ -0-

NOTE 13. CONCENTRATION OF RISK

The Putnam Public Service District serves portions of Putnam County in West Virginia. The District has a diversified customer base; however, a substantial portion of its customers' ability to honor their payment commitments depends on the local economy.

The District purchases the majority of its wastewater treatment services for resale from other companies. Any interruption in the supply of wastewater treatment services from this vendor could have a significant impact upon the operations of the District. Wastewater treatment services purchases for the years ended June 30, 2020 and June 30, 2019 were as

	June 30, 2020	June 30, 2019
City of Hurricane	$ 1,676,547	$ 1,694,138
Town of Eleanor	38,425	37,915
City of Nitro	130,349	101,723
Total Purchased Wastewater Treatment	$ 1,845,321	$ 1,833,776

NOTE 14. OPERATING AGREEMENTS

Nitro Wastewater Treatment Cost:

During the year ending June 30, 2003, the District entered an agreement with the City of Nitro for the treatment of the wastewater from part of the Districts service area. This agreement includes the reservation by the District of 250,000 gallons capacity for future expansion; and, payments of $23,582 per year of debt service and a commodity charge of $1.13 per thousand gallons of measured treated wastewater. The District's cost for the years ended June 30, 2020 and 2019 were $130,349 and $101,723, respectively.

The Cities of Buffalo and Eleanor:

The District has contracts to operate the wastewater facilities at Buffalo and Eleanor based upon a fee schedule.

NOTE 15. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries insurance with Bray & Oakley for umbrella (general liability) insurance for these various risks.

Workers' Compensation Fund (WCF): Workers compensation coverage is provided for this entity by Brickstreet.

Liabilities are reported when it is probable a loss has occurred and the amount of the loss can be reasonably estimated.

NOTE 16. RECLASSIFICATIONS

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements.

NOTE 17. ALLOCATION OF COMMON COSTS

Common costs for the water and wastewater funds are allocated in the following manners:

Salaries, payroll taxes and fringe benefits:
Salaries, payroll taxes and fringe benefits are allocated for each utility by each employee based on actual time spent. Common payroll expenses are allocated based on a percentage allocation of 46% Water Fund and 54% Wastewater Fund.

Office Supplies:
Administrative and general expenses and liability insurance, if not actually determinable, are allocated based upon a percentage allocation (47% Water Fund and 53% Wastewater Fund) for each utility.

All other expenses are based upon direct costs incurred for each utility.

NOTE 18. SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 4, 2020 which is the date the financial statements were available to be issued. Subsequent to year-end the District refunded the Water Fund USDA 2006 bond.

The District also received approval to purchase bond insurance which will remove the District's requirement to maintain debt reserves for all bonds. The District intends to use the current debt reserves to fund the construction of a new office building as well as fund other extension an upgrade projects.

REQUIRED SUPPLEMENTARY INFORMATION

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Public Employees Retirement System

Year-Ended June 30	District's portion of the net pension liability (asset)	District's proportionate share of the net pension liability (asset)	District's covered employee payroll	District's proportionate share of the net pension liability (asset) as a percentage of its covered employee payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	0.132667%	$ 285,251	$ 1,983,465	14.38%	96.99%
2019	0.136414%	$ 352,291	$ 1,947,718	18.09%	96.33%
2018	0.137900%	$ 595,239	$ 1,884,783	31.58%	93.67%
2017	0.131114%	$ 1,205,092	$ 1,893,939	63.63%	86.11%
2016	0.133619%	$ 746,134	$ 1,693,133	44.07%	91.29%
2015	0.128542%	$ 474,405	$ 1,749,572	27.12%	93.98%
2014	0.126470%	$ 1,152,993	$ 1,782,793	64.67%	79.70%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT PENSION CONTRIBUTIONS

Public Employees Retirement System

Year-Ended June 30	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	District's covered employee payroll	Contributions as a percentage of covered employee payroll
2020	$ 198,347	$ 198,347	$ -0-	$ 1,983,465	10.00%
2019	$ 194,772	$ 194,772	$ -0-	$ 1,947,718	10.00%
2018	$ 207,326	$ 207,326	$ -0-	$ 1,884,783	11.00%
2017	$ 227,273	$ 227,273	$ -0-	$ 1,893,939	12.00%
2016	$ 228,573	$ 228,573	$ -0-	$ 1,693,133	13.50%
2015	$ 253,688	$ 253,688	$ -0-	$ 1,749,572	14.50%
2014	$ 249,591	$ 249,591	$ -0-	$ 1,782,793	14.00%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY

Public Employees Insurance Agency

Year-Ended June 30	District's portion of the net OPEB liability (asset)	District's proportionate share of the net OPEB liability (asset)	District's total employee payroll	Plan fiduciary net position as a percentage of the total OPEB liability
2020	0.037394%	$ 620,422	$ 1,971,218	39.69%
2019	0.037418%	$ 802,785	$ 1,942,165	28.45%
2018	0.036568%	$ 899,214	$ 1,831,764	25.10%
2017	0.064615%	$ 1,604,608	$ 1,832,073	21.64%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT OPEB CONTRIBUTIONS

Public Employees Insurance Agency

Year-Ended June 30	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	District's total employee payroll
2020	$ 65,856	$ 65,856	$ -0-	$ 1,971,218
2019	$ 77,043	$ 77,043	$ -0-	$ 1,942,165
2018	$ 76,464	$ 76,464	$ -0-	$ 1,831,764
2017	$ 75,111	$ 75,111	$ -0-	$ 1,832,073

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

NOTE 1. PENSION DATA

10 Year Schedule

Generally accepted accounting principles require 10 years of historical trend information to be included in the various schedules of RSI that are presented. Due to changes in actuarial methods and assumptions related to the implementation of new accounting standards during fiscal years ending June 30, 2015 and 2014, historical trend information is not readily available for fiscal years ending prior to June 30, 2014 and is not presented.

Changes in Benefit Terms

Under HB 3095, a minimum monthly benefit of $750 was established for current pensioners as of June 3, 2019 who had completed at least 25 years of service. A corresponding minimum of $375 was set for beneficiaries in pay status under the 50% joint-and-survivor annuity options were the original member had completed at least 25 years of services.

Changes in Assumptions

Mortality, withdrawal rates, disability rates, retirement rates, salary scales, and non-contributory service loads were changed to reflect the most recent experience study for June 1, 2013 through June 30, 2018.

NOTE 2. OPEB DATA

Change in Beginning Plan Fiduciary Net Position

The Plan Fiduciary Net Position at the beginning of the plan year 2018 was adjusted by $103,685 to account for the cumulative effect of adoption of accounting principle.

Subsequent Events

Subsequent to the OPEB valuation with a measurement date of June 30, 2019 a global pandemic was declared by the World Health Organization due to an outbreak and spread of the coronavirus COVID-19 virus. The pandemic is impacting local and national economies. The extent of the impact of the pandemic on the Plans operations and net OPEB liability is unknown and will depend on certain developments, including the duration and spread of the virus, impact on plan participants, employees and vendors, and governmental, regulatory and private sector responses. On March 10, 2020, PEIA issued a Policy for COVID-19 effective through September 30, 2020, which provides for certain COVID-19 related benefits and coverage. It also extended telemedicine, certain precertification requirements, dependent upon coverage and COBRA benefits. Certain benefits are further extended to the end of the COVID-19 emergency period.

This policy was not deemed to require re-measurement of the OPEB valuation. The OPEB valuation with a measurement date of June 30, 2019, does not reflect the recent and still developing impact of COVID-19, which is likely to influence healthcare claims experience, demographic experience and economic expectations. As these factors related to the pandemic develop, they could result in significant changes in assumptions for future valuations, which could result in significant changes to reported estimated net OPEB liability.

SUPPLEMENTARY INFORMATION

PUTNAM PUBLIC SERVICE DISTRICT
SCHEDULE OF RATE COVENANT COMPLIANCE
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

The Putnam Public Service District is subject to rate covenant compliance associated with the issuance of Revenue Bonds. Specifically, the entity must meet gross revenue targeted percentage and reserve debt requirements as shown in the bond document as follows:

"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, to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal 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 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 account 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 following schedule summarizes the provisions for the fiscal years ended June 30, 2020 and June 30, 2019:

Rate Covenant

Water Fund

	June 30, 2020	June 30, 2019
Operating Income (Loss)	$ 1,095,670	$ 988,387
Tap Fees	(12,944)	(14,825)
Interest Revenue	55,629	53,099
Depreciation	1,451,156	1,461,347
Amount Available for Debt Service	2,589,511	2,488,008
Maximum Amount Annual Debt Service	1,877,045	1,877,045
Calculated Coverage	137.96%	132.55%
Required Coverage	115.00%	115.00%

As of June 30, 2019 and 2018 the District's Water Fund was in compliance with the provisions of the revenue bond covenants which require 115% or above the amount of the highest principal payment plus interest due in any given

Wastewater Fund

	June 30, 2020	June 30, 2019
Operating Income (Loss)	$ 1,061,635	$ 1,181,634
Tap Fees	(9,900)	(5,700)
Interest Revenue	95,301	82,583
MBC Administrative Fees	(32,933)	(32,839)
Depreciation	1,997,787	2,047,780
Amount Available for Debt Service	3,111,890	3,273,458
Maximum Amount Annual Debt Service	2,572,904	2,536,545
Calculated Coverage	120.95%	129.05%
Required Coverage	115.00%	115.00%

As of June 30, 2019 and 2018 the District's Wastewater Fund was in compliance with the provisions of the revenue bond covenants which require 115% or above the amount of the highest principal payment plus interest due in any

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

_____, 2021

Putnam Public Service District
Scott Depot, West Virginia

Crews & Associates, Inc.
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Build America Mutual Assurance Company
New York, New York

$_____
Putnam Public Service District
Water Refunding Revenue Bonds Series 2021 A (Tax-Exempt)

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance by Putnam Public Service District (the "Issuer") of its $_____ in aggregate principal amount Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds").

The Series 2021 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 of the Code of West Virginia, 1931, as amended (the "Act") and a Bond Resolution duly adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution duly adopted by the Issuer on May 27, 2021, and the Certificate of Determinations dated June _____, 2021, executed by the Chairman of the Issuer in connection therewith (collectively, the "Resolution") and are subject to all the terms and conditions of the Resolution. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution.

The Series 2021 A Bonds are issued for the purposes of (i) refunding the Issuer's (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of

Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "Bonds Being Refunded"); (ii) funding the Series 2021 A Bonds Reserve Account; and (iii) paying costs of issuance of the Series 2021 A Bonds and related costs.

The Series 2021 A Bonds have been sold to Crews & Associates, Inc. (the "Purchaser"), pursuant to a Bond Purchase Agreement dated June _____, 2021, and accepted by the Issuer (the "Purchase Agreement").

As to questions of fact material to our opinion, we have relied upon representations of the Issuer, the Purchaser and other entities contained in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and in the certified proceedings and other certifications of certain officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants of the Issuer, the Purchaser and other entities pertaining to tax matters set forth in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and with certain certificates delivered in connection with the issuance of the Series 2021 A Bonds, we are of the opinion, under existing law, that:

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision under and pursuant to the laws of the State of West Virginia, with full power and authority to adopt the Resolution, enter into the Continuing Disclosure Agreement and the Purchase Agreement, perform its obligations under the terms and provisions thereof and to issue and sell the Series 2021 A Bonds, all under the provisions of the Act and other applicable provisions of law.

2. The Issuer, through its governing body, has legally and effectively adopted the Resolution, has authorized, executed and delivered the Purchase Agreement and the Continuing Disclosure Agreement and has issued and delivered the Series 2021 A Bonds to the Purchaser pursuant to the Purchase Agreement. The Resolution is in full force and effect as of the date hereof.

3. The Debt Service Reserve Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid, legal, binding and enforceable instrument of the Issuer in accordance with its terms.

4. The Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents.

5. The Series 2021 A Bonds have been duly authorized, issued, executed and delivered by the Issuer and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Resolution and secured by a first lien on and pledge of the Net Revenues of the System, on parity with the liens, pledge and source of and security for payment in favor of the holders of the Prior Bonds, all in accordance with the terms of the Series 2021 A Bonds and the Resolution.

6. Under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2021 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. Ownership of tax-exempt obligations, including the Series 2021 A Bonds, may result in collateral federal income tax consequences to certain taxpayers. We offer no opinion as to such collateral tax consequences except as expressly set forth in paragraphs 5 and 6. Prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors as to such consequences. The opinions set forth above are subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code") that must be satisfied subsequent to issuance of the Series 2021 A Bonds for interest thereon to be or continue to be excludable from gross income for federal income tax purposes and all certifications, covenants and representations which may affect the excludability from gross income of the interest on the Series 2021 A Bonds set forth in the Resolution and the Tax and Non-Arbitrage Certificate. Failure to comply with such Code provisions or such certifications, covenants and representations could cause the interest on the Series 2021 A Bonds to be includable in gross income retroactive to the date of issuance of the Series 2021 A Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Series 2021 A Bonds except as expressly set forth in paragraph 5 and 6.

7. The initial public offering prices of the Series 2021 A Bonds maturing on _____ 1, 20_____ and _____ 1, 20_____ (collectively, the "Discount Bonds"), are less than that amounts payable on the Discount Bonds at maturity. The difference between the initial public offering price at which the Discount Bonds were sold and the amount payable at maturity constitutes an original issue discount ("OID"). In the case of any original Holder of a Discount Bond, the amount of the OID which is treated as having accrued with respect to such Discount Bond is added to the cost basis of the Holder in determining, for federal income tax purposes, gain or loss upon its disposition (including its sale, redemption or payment at maturity). We are of the opinion that amounts received upon such disposition which are attributable to accrued OID will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Interest in the form of OID is treated as compounding semiannually on days which are determined by reference to the maturity date of the Discount Bonds. The amount of OID, which is treated as having accrued in respect of a Discount Bond for any particular semiannual compounding period, is equal to the difference between the product of (a) one-half of the yield for the Discount Bonds (adjusted as necessary for an initial short period) and (b) the tax basis of the Discount Bond during such period. For purposes of the preceding sentence, the tax basis of a

Discount Bond, if held by an original purchaser, can be determined by adding to the initial public offering price of such Discount Bond the OID that is treated as having accrued during all prior semiannual compounding periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, the OID which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amount among the days in such compounding period. Holders of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of OID accrued upon sale or redemption of such Discount Bonds, and with respect to the state and local tax consequences of owning such Discount Bonds.

8. The Series 2021 A Bonds maturing on _____ 1, 20_____ ("OIP Bonds") will be sold with an original issue premium ("OIP"). The OIP will be equal to the excess of a holder's tax basis in the OIP Bonds over the amount payable at maturity or, in the case of OIP Bonds subject to redemption, the amount payable on the redemption date. Under current law, the OIP for an OIP Bonds must be amortized on an annual basis by the holder thereof. The amount of OIP amortized each year will not be deductible for federal income tax purposes. Further, Section 1016 of the Code requires that the amount of annual amortization for the OIP Bonds be deducted from the holder's tax basis in such OIP Bonds. This reduction in a holder's tax basis will affect the amount of capital gain or loss to be recognized by the holder when the OIP Bonds are sold or redeemed. Holders of OIP Bonds should consult their tax advisors with respect to the determination and treatment of amortizable OIP for federal income tax purposes, and with respect to the state and local tax consequences of owning such OIP Bonds.

9. Under the Act, the Series 2021 A Bonds are exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Series 2021 A Bonds is exempt from personal and corporate income taxes imposed directly thereon by the State.

10. The Bonds Being Refunded have been paid within the meaning and with the effect expressed in the resolutions pursuant to which the Bonds Being Refunded were issued, and the covenants, agreements and other obligations of the Issuer to the holders and owners of the Bonds Being Refunded have been satisfied and discharged.

It is to be understood that the rights of the holders of the Series 2021 A Bonds and the enforceability of liens, pledges, rights or remedies with respect to the Series 2021 A Bonds and the Resolution are subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the application of public policy, general principles of equity and the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Bonds Nos. AR-1 through AR-_____ of said Series 2021 A Bonds and, in our opinion, said Series 2021 A Bonds are in proper form and have been duly executed and authenticated.

We do not express any opinion as to the sufficiency or accuracy of the material, information or financial statements which are set forth in the Official Statement prepared and used in connection with the offering and sale of the Series 2021 A Bonds.

The opinions expressed in this letter are based upon the law in effect on the date hereof, and may be affected by actions taken or omitted or events occurring after the date hereof, including subsequent interpretations of the applicable law by competent judicial, regulatory and administrative authorities that modify, revoke, supplement, reverse, overrule or otherwise change applicable law and current interpretations thereof. We assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise, or to determine or to inform any person whether any such actions are taken or omitted, or any such events occur.

This opinion is intended solely for the benefit of the addressee and may not be relied upon by any other person or entity without, in each such case, our express written consent.

Very truly yours,

Steptoe & Johnson PLLC

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") is made as of _____, 2021, by and between Putnam Public Service District (West Virginia) (the "District") and United Bank (the "Dissemination Agent"), in connection with the issuance of $_____ Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Bonds"). The Bonds are being issued pursuant to the Bond Resolution adopted by the Public Service Board (the "Board") of the District on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the District on May 27, 2021 (the "Supplemental Resolution") and a Certificate of Determinations dated _____, 2021 and signed by the Chairman of the Board (the "Certificate of Determinations" and, together with the Bond Resolution and the Supplemental Resolution, the "Resolution"). The District and Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of Agreement. This Agreement is being executed and delivered by the District and Dissemination Agent for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-l2(b)(5). In the event of any conflict between the Rule and this Agreement, this Agreement shall be interpreted and/or modified, as appropriate, so that it complies with and is consistent with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution and the Bond Purchase Agreement dated _____, 2021, by and between the District and the Participating Underwriter, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP")) and Operating Data with respect to the District, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds attached thereto as Appendix B and Appendix C, which Annual Financial Information shall include Audited Financial Statements if available on the Due Date (defined herein), and, if not then available, unaudited financial statements.

"Audited Financial Statements" means the District's annual financial statements, prepared in accordance with GAAP, which financial statements shall have been audited by a firm of independent certified public accountants.

"Beneficial Owner" shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the current General Manager of the District.

"Dissemination Agent" shall initially mean United Bank, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access System described in the 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of

an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"National Repository" shall mean the Municipal Securities Rulemaking Board, Washington, D.C., the sole Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, effective as of July 1, 2009.

"Operating Data" shall mean the information regarding the System for the most recent fiscal year, as well as the four (4) immediately prior fiscal years, as reflected in the "Form of Filing of Operating Data" attached hereto as Exhibit B. The District may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Bonds if such amendment or modification, in the reasonable opinion of the District, at its sole discretion, provides either more information, or additional clarity with respect to information being provided, regarding the System.

"Participating Underwriter" shall mean the original underwriter(s) of the Bonds who are required to comply with the Rule in connection with offering of the Bonds, which shall be Crews & Associates, Inc., Charleston, West Virginia.

"Repository" shall mean each National Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of West Virginia.

"System" shall mean the existing water distribution and treatment system of the District as of the date of this Agreement, and all future additions, extensions and betterments thereto.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than June 30 of the year immediately following the end of the District's Fiscal Year (presently ending June 30) for which disclosure is due (the "Due Date"), commencing with the report for the Fiscal Year ending June 30, 2021, provide to EMMA Annual Financial Information, which is consistent with the requirements of Section 4 of this Agreement. The Annual Financial Information may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Agreement. The District shall provide the Dissemination Agent with a copy of each report filed under this Agreement. If the District's fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The Dissemination Agent shall send written notice to the District at least thirty (30) days prior to the Due Date of the Annual Financial Information that such information is due by the Due Date.

(b) Not later than fifteen (15) Business Days prior to the Due Date, the District shall provide the Annual Financial Information to the Dissemination Agent. If by the Due Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the District to determine if the District is in compliance with the first sentence of this subsection (b). If the Dissemination Agent is unable to provide to EMMA its Annual Financial Information by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall file a report with the District certifying that the Annual Financial Information and Audited Financial Statements have been provided to EMMA pursuant to this Agreement and the date provided.

SECTION 4. Content of Annual Financial Information.

(a) Promptly upon receipt of an electronic copy of the Annual Financial Information, the Dissemination Agent shall submit to EMMA, not later than the Due Date, the Annual Financial Information of the District for the prior fiscal year, which shall contain or include by reference the following information:

(i) The District's Audited Financial Statements for the preceding Fiscal Year if available on the due date set forth herein, and if not then available, unaudited financial statements with the District's Audited Financial Statements to be provided promptly upon becoming available and in any event no later than thirty (30) days after receipt thereof from the District's auditors; and

(ii) Operating Data of the District for such preceding Fiscal Year, prepared from the records of the District, specifically and in the form attached as Exhibit B hereto, consisting of updates to the tables set forth therein.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(c) If any information described in Section 4(a) above can no longer be generated because the operations to which such information relates have been materially changed or discontinued, a statement to that effect shall satisfy the obligations of the District under this Section 4; provided, however, that the District shall, to the greatest extent feasible, provide in lieu thereof similar information with respect to any substitute or replacement operations.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events, if applicable, with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership, or similar event of the District[1];

13. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action; or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the District shall as soon as possible determine if such event would be material under applicable federal securities laws, in any event such determination must be made and submitted to the Dissemination Agent within two (2) business days.

(d) If the District determines that knowledge of the occurrence of any of the Listed Events, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would be material under applicable federal securities laws pursuant to subsection (b) or the District received notice of any Listed Event that does not require a finding of materiality classified under Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16), the District shall, within two (2) business days, file with the Dissemination Agent a notice of such occurrence to be provided to EMMA.

(e) If in response to a request under subsection (b), the District determines that the Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would not be material under applicable federal

[1] For the purposes of the event identified in Section 5(a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

securities laws, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA with a copy to the District. The Dissemination Agent must file such notice with EMMA within ten (10) business days of the occurrence of such Listed Event if the District has provided sufficient notice to the Dissemination Agent to permit the filing in such time frame.

SECTION 6. Manner of Filing. All filings made with the National Repository as provided in this Agreement shall be made in an electronic format as prescribed by the National Repository and shall be accompanied by identifying information as prescribed by the National Repository.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for any of the Listed Events under Section 5(a).

SECTION 8. Dissemination Agent. United Bank is hereby appointed as Dissemination Agent. The District may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Agreement.

SECTION 9. Amendment, Waiver. Notwithstanding any other provision of this Agreement, the District may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Agreement, the District shall describe such amendment in the next Annual Financial Information and Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for any of the Listed Events under Section 5(a), and (ii) the Annual Financial Information and Audited Financial Statements for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in

quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events, in addition to that which is required by this Agreement. If the District chooses to include any information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events in addition to that which is specifically required by this Agreement, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events.

SECTION 11. Default. In the event of a failure of the District or Dissemination Agent to comply with any provision of this Agreement (and, at the request of the Participating Underwriter), the Dissemination Agent may or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or Dissemination Agent to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Agreement in the event of any failure of the District or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and the District agrees to the extent allowed by State law to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the District:	Putnam Public Service District ATTN: General Manager P.O. Box 860 Scott Depot, WV 25560
To the Dissemination Agent:	United Bank 500 Virginia Street, East Charleston, WV 25301 Attention: Corporate Trust Department

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16. Fees. The District agrees to pay all fees and expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs, attorney's fees and other disbursements in the administration and performance of the Dissemination Agent's duties.

SECTION 17. Right to Resign. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the District.

SECTION 18. Right to Counsel. The Dissemination Agent shall have the right to consult with counsel in carrying out its duties under this Agreement and to rely upon an opinion of counsel.

[*Remainder of this page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Continuing Disclosure Agreement by their proper and duly authorized officers the day and year first above written.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: _____
Its: Chairman

UNITED BANK,
as Dissemination Agent

By: _____

Its: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $_____ Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: _____, 2021

Notice is hereby given that Putnam Public Service District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by its covenant made in connection with the above-referenced bond issue. The District anticipates that the Annual Report will be filed by _____.

Dated this _____.

UNITED BANK

By: _____
Its: _____

EXHIBIT B

FORM OF FILING OF OPERATING DATA

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $_____ Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: _____, 2021

Operating Data
For Fiscal Year Ended: June 30, 20__

In compliance with the requirements of the Continuing Disclosure Agreement executed by Putnam Public Service District in conjunction with the above-referenced bonds, the following Operating Data with respect to the System is provided for the above-stated fiscal year and, where noted, for the four (4) immediately preceding fiscal years.

SYSTEM OPERATING DATA

Water Customer Count by Type:

Fiscal Year	Residential	Commercial	Industrial	Public Auth	Fire	Resale	Total
2015	8,923	577	9	32	-	1	9,542
2016	8,974	574	10	29	-	2	9,589
2017	9,154	573	10	28	-	-	9,765
2018	9,106	568	10	27	95	1	9,807
2019	9,202	576	9	27	-	-	9,814
2020	9,223	578	9	27	-	-	9,837

Major Water System Users

PUTNAM PSD - TOP TEN WATER USERS (2020)

CUSTOMER NAME	GALLONS BILLED	AVERAGE MONTHLY USAGE	COMMERCIAL / INDUSTRIAL	% OF TOP 10 BILLED	% OF TOTAL BILLED
CAMC TV HOSPITAL	7,079,300	589,900	COM	19.53	1.31
APPALACHIAN POWER COMPANY	5,894,800	491,200	IND	16.26	1.09
HANSON AGGREGATE	3,846,000	320,500	IND	10.61	0.71
FAST CAST	3,649,500	304,100	COM	10.07	0.68
SLEEPY HOLLOW POOL	3,641,000	273,500 (6 MONTHS)	COM	10.04	0.67
GENESIS / 590 N POPLAR DR	3,325,000	277,100	COM	9.17	0.62
GENESIS / 300 SEVILLE DR	2,259,000	213,250	COM	7.06	0.47
DEVONSHIRE SENIOR LIVING	2,308,600	192,400	COM	6.39	0.43
PUTNAM VILLAGE	2,135,300	177,900	COM	5.89	0.39
TV CAR WASH	1,813,500	151,100	COM	5.00	0.34

(This does not include our Resale customer – The City of Hurricane.)

Historical Debt Service Coverage

PUTNAM PSD - WATER Debt Service Coverage	2016	2017	2018	2019	2020
Income before Capital Contributions	$ (529,085)	$ (405,845)	$ (287,680)		
Operating Income (Loss)				$ 988,387	$ 1,095,670
Tap Fees	(16,506)	(18,375)	(17,175)	(14,825)	(12,944)
Interest for Bond Debt Only	1,311,160	1,288,481	1,289,204	-	
Interest Revenue				53,099	55,629
Depreciation	1,441,135	1,425,938	1,419,109	1,461,347	1,451,156
Amount Avail for Debt Service	$ 2,206,704	$ 2,290,199	$ 2,403,458	$ 2,488,008	$ 2,589,511
Debt Service	1,723,304	1,883,708	1,883,708	1,877,045	1,877,045
Coverage	128.05%	121.58%	127.59%	132.55%	137.96%

Source: PSD Audits

Summary of Financial Position

PUTNAM PSD - WATER Statement of Revenues, Expenses and Changes in Net Position	2016	2017	2018*	2019	2020
Operating Revenues	$ 4,373,541	$ 4,570,418	$ 4,605,255	$ 4,671,659	$ 4,688,466
Operating Expenses	3,642,339	3,717,995	3,661,203	3,683,272	3,592,796
Net Operating Income (Loss)	$ 731,202	$ 852,423	$ 944,052	$ 988,387	$ 1,095,670
Total Non-Operating Revenues (Exp)	$ (1,260,287)	$ (1,258,268)	$ (1,231,732)	$ (1,183,198)	$ (1,165,769)
Change in Net Position before Cap Contributions	$ (529,085)	$ (405,845)	$ (287,680)	$ (194,811)	$ (70,099)
Capital Contributons		$ 20,454	$ 340,000	$ -	
Change in Net Position	$ (529,085)	$ (385,391)	$ 52,320	$ (194,811)	$ (70,099)
Net Position - Beginning of Year	$ 10,193,049	$ 9,663,964	$ 9,541,599	$ 9,593,919	$ 9,399,108
Net Position - End of Year	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

* Beginning Net Position restated

For information regarding the rate tariff for the System, please see www.psc.state.wv.us.

APPENDIX F

FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION

PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

WATER REFUNDING REVENUE BONDS, SERIES 2021 A

BOND RESOLUTION

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Bond Resolution

PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Putnam Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Putnam County of said State;

WHEREAS, the Issuer presently owns and operates a water distribution and treatment system (as presently existing and as rehabilitated, improved and extended in the future, collectively, the "System") and has heretofore financed the acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds and the RUS Bonds, as hereinafter defined;

WHEREAS, all of the Prior Bonds and RUS Bonds were issued pursuant to Resolutions of the Issuer previously adopted (such Resolutions, as so amended and supplemented, collectively herein called the "Prior Resolutions" and the "RUS Resolutions" respectively);

WHEREAS, under the provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), the Issuer is authorized to issue refunding revenue bonds for the purpose of refunding, paying or discharging all or any part of its outstanding revenue bonds, including interest thereon;

WHEREAS, the Issuer has determined and hereby determines that present value debt service savings would result from the Issuer's current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, "RUS Bonds");

WHEREAS, the Issuer has determined that it is in the best interests of the customers of Putnam Public Service District and the citizens of Putnam County, West Virginia (the "County") to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project");

WHEREAS, the Issuer has determined, and does hereby affirm, that the acquisition and construction of certain extensions, additions, betterments, and improvements to the System, is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the County and surrounding areas;

WHEREAS, the Issuer has determined that the aforementioned acquisition and construction of extensions, additions, betterments and improvements to the System and the current refunding of the RUS Bonds should be financed with the proceeds from the issuance of its Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt), in the original aggregate principal amount of not more than $17,000,000 (the "Series 2021 A Bonds"), such Series 2021 A Bonds to be secured by and payable from the Net Revenues (as hereinafter defined) of the System on a parity with the Prior Bonds; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interests of Issuer and its customers that the Series 2021 A Bonds be sold to the Original Purchaser (as hereinafter defined) pursuant to the terms and provisions of a bond purchase agreement between the Issuer and the Original Purchaser (the "Bond Purchase Agreement").

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

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Resolution and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2021 A Bonds.

"Additional Parity Bonds" means additional Bonds issued subsequent to the Series 2021 A Bonds payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds and Prior Bonds.

"Authorized Officer" means the Chairman of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the public service board of the Issuer.

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

"Bondholder," "Holder," "Holder of the Bonds," "Owner of the Bonds," "Registered Owner," or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Bond Insurer" means any entity which shall issue a municipal bond insurance policy to insure all or any portion of the payment of principal of and interest on the Bonds and/or provide a municipal bond debt service reserve insurance policy, or other financial instrument, for the purpose of funding, in whole or in part, the Series 2021 A Bonds Reserve Account, and with respect to the Series 2021 A Bonds, shall initially mean the bond insurer or bond insurers, if any, named in the Supplemental Parameters Resolution.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Issuer and the Original Purchaser relating to the sale and purchase of the Series 2021 A Bonds.

"Bond Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Bonds.

"Bond Year" means each of the one-year periods during the term of the Bonds, beginning the second day of December of any calendar year and ending on the first day of December the following calendar year; provided, however, that the first year begins on the date of issuance of the Series 2021 A Bonds and ends on December 1, 2021.

"Bonds" means, collectively, the Series 2021 A Bonds, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

“Capitalized Interest” means monies whether from the proceeds of bonds or any other source deposited in the Sinking Fund for any series of Bonds of the Issuer and pledged to the payment of interest on such bonds.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2021 A Bonds, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS, attached hereto.

"Chairman" means the Chairman of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2021 A Bonds for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Code of West Virginia” means the Code of West Virginia, 1931, as amended.

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

“Costs of Issuance Fund” means the Costs of Issuance Fund created by Section 4.01 hereof.

"Costs" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, those costs described in Section 1.03D.

"Debt Service," with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to the Bonds during such period.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Parameters Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"DTC" means The Depository Trust Company, New York, New York, or its successor.

"DTC-eligible" means, with respect to the Series 2021 A Bonds, meeting the qualifications prescribed by DTC.

"Event of Default" means any occurrence or event specified in Section 7.01.

"FDIC" means the Federal Deposit Insurance Corporation or 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 certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes Capitalized Interest (as herein defined), any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments). Gross Revenues does not include the proceeds of grants or contributions in aid of construction received by the Issuer, or bonds or notes issued by the Issuer, which proceeds are required by the terms of such grant, contribution in aid of construction, bond or note to be used to finance capital improvements, betterments and/or additions for the System or are pledged or obligated for any purpose other than the payment of Operating Expenses (as herein defined) of the System or principal of or interest on the Bonds.

“Independent Certified Public Accountant” 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 purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Issuer” means Putnam Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, located, and operating in, Putnam County of said State and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Maximum Annual Debt Service" means, at the time of computation, the greatest aggregate amount of Debt Service required to be paid on the Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any Term Bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, insuring the timely payment of the principal of and interest on all or any of the Series 2021 A Bonds, in accordance with the terms thereof.

“Municipal Bond Debt Service Reserve Insurance Policy” means the municipal bond debt service reserve insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, which satisfies the Series 2021 A Bonds Reserve Account Requirement with respect to the Series 2021 A Bonds Reserve Account, in accordance with the terms thereof.

"Net Proceeds" means the face amount of the Series 2021 A Bonds, plus accrued interest and premium, if any, plus/less [net] original issue premium/discount, if any, and less proceeds deposited in the Series 2021 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2021 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2021 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2021 A Bonds.

“Official Statement” means a document or set of documents prepared by an issuer of municipal securities or its representatives setting forth, among other matters, information concerning the Issuer of such municipal securities and the proposed issue of securities that is complete as of the date of delivery of the document or set of documents to the Original Purchaser.

"Operating Expenses," unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post-employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

“Original Purchaser” means Crews & Associates, Inc., Charleston, West Virginia, and Little Rock, Arkansas, as the purchaser of the Series 2021 A Bonds directly from the Issuer, or, if the Issuer and such Original Purchaser do not agree to the purchase of the Series 2021 A Bonds with interest rates and other terms allowable under the Act, such other person or persons, firm or firms, bank or banks, corporation or corporations or such other entity or entities as shall purchase the Series 2021 A Bonds directly from the Issuer, as determined by a resolution supplemental hereto.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond or Prior Bond canceled by the registrar for such Bond or Prior Bond at or prior to said date; (b) any Bond or Prior Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Resolution and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders or Bonds respectively, for the purpose of consents, notices and the like, any Bond registered to the Issuer.

"Paying Agent" means the Commission and any other paying agent for the Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

"Prior Bonds" means, collectively, the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds.

"Prior Resolutions" means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Project” means design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances.

"Purchase Price," for the purpose of computation of the Yield of the Series 2021 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2021 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Series 2021 A Bonds are privately placed, the price paid by the first buyer of the Series 2021 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2021 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2021 A Bonds.

"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.

"Rebate Fund" means the Rebate Fund described in Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Series 2021 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published, mailed or transmitted in accordance herewith.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the premium, if any, required to be paid to effect such redemption.

"Registered Owner," "Bondholder," "Holder," "Owner" or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Registrar" means the bank to be designated in the Supplemental Parameters Resolution as the registrar for the Series 2021 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created by the Prior Resolutions and continued by Section 4.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts created for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Reserve Account Requirement" means the amount required to be on deposit in the respective Reserve Accounts for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

“Resolution” means this Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Revenue Fund" means the Revenue Fund established by the Prior Resolutions and continued hereby.

“RUS Bonds” means, collectively, the Issuer’s Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds.

“RUS Resolutions” means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the RUS Bonds.

"Secretary" means the Secretary of the Issuer.

“Series 1999 A Bonds” means the Issuer’s Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000.

“Series 1999 B Bonds” means the Issuer’s Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000.

“Series 2008 A Bonds” means the Issuer’s Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000.

“Series 2009 A Bonds” means the Issuer Water Revenue Bond, Series 2009 A (West

Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000.

"Series 2009 B Bonds" means the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000.

"Series 2010 A Bonds" means the Issuer's Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500.

"Series 2010 B Bonds" means the Issuer's Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200.

"Series 2013 A Bonds" means the Issuer's Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000.

"Series 2013 B Bonds" means the Issuer's Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000.

"Series 2013 C Bonds" means the Issuer's Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000.

"Series 2020 A Bonds" means the Issuer's Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000.

"Series 2021 A Bonds" means the Water Refunding Revenue Bonds, Series 2021 A, of the Issuer, originally authorized to be issued pursuant to this Resolution and the Supplemental Parameters Resolution.

"Series 2021 A Bonds Construction Fund" means the Series 2021 A Bonds Construction Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Redemption Account" means the Series 2021 A Bonds Redemption Account established in the Series 2021 A Bonds Sinking Fund pursuant to Section 4.02 hereof.

"Series 2021 A Bonds Sinking Fund" means the Series 2021 A Bonds Sinking Fund established by Section 4.02 hereof.

"Series 2021 A Bonds Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Reserve Account" means the Series 2021 A Bonds Reserve Account established with the Commission pursuant to Section 4.02 hereof for the benefit of the Series 2021 A Bonds.

"Series 2021 A Bonds Reserve Account Requirement" means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2021 A Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2021 A Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2021 A Bonds.

"Sinking Funds" means, collectively, the respective sinking funds created for the Series 2021 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Parameters Resolution" means any resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Parameters Resolution to be adopted by the Issuer following adoption of this Resolution, and any Certificate of Determinations provided for by such Supplemental Parameters Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2021 A Bonds and authorizing the sale of the Series 2021 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Parameters Resolution and not so included may be contained in any other Supplemental Parameters Resolution.

"Surplus Revenues" means the Net Revenues not required by the Resolution to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Prior Bonds or the Series 2021 A Bonds.

"System" means the complete public waterworks distribution and treatment system of the Issuer, presently existing in its entirety or any integral part thereof, and any further additions, extensions, renovations and improvements thereto hereafter constructed or acquired for the System from any sources whatsoever.

"Term Bonds" means Series 2021 A Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Board hereby finds and determines as follows:

A. The Issuer is a public service district, public corporation and political subdivision of the State of West Virginia, in Putnam County of said State.

B. The Issuer now owns and operates a public water distribution and treatment system, the construction, extension, addition and improvement of which it has financed or refinanced through the issuance of the Prior Bonds and the RUS Bonds.

C. The Issuer has determined that present value debt service savings will result from the current refunding of the RUS Bonds.

D. It is deemed necessary for the Issuer to issue its Water Refunding Revenue Bonds, Series 2021 A, in the original aggregate principal amount of not more than $17,000,000, in order to pay in full the outstanding principal balance of and all accrued interest on the RUS Bonds and permanently finance the costs of acquisition and construction of the Project. The proceeds of the Series 2021 A Bonds may also be applied to the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2021 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; and the payment of underwriter's discount; financial advisor expenses; engineering and legal expenses; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; commitment fees; the premium for a municipal bond insurance policy, if determined to be financially advantageous for the Issuer; the premium for a municipal bond debt service reserve insurance policy, if determined to be financially advantageous for the Issuer; expenses for estimates of costs and revenues; administrative expense; discount; initial fees for the services of registrar's, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2021 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition and 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 2021 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall also be permitted.

E. It is in the best interest of the Issuer that the Series 2021 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Parameters Resolution of the Issuer.

F. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2021 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds") (collectively, the "Prior Bonds").

The Series 2021 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2021 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 2021 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 revenue or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

G. The Issuer derives revenues from the System which are pledged for payment of the Prior Bonds and the RUS Bonds. Except for such pledge thereof to secure and pay the Prior Bonds and the RUS Bonds, said revenues are not pledged or encumbered in any manner. The Issuer intends to issue the Series 2021 A Bonds and to pledge for payment thereof the Net Revenues of the System. Upon issuance of the Series 2021 A Bonds and defeasance of the RUS Bonds, the Series 2021 A Bonds will be secured by a first lien on the Net Revenues of the System, on a parity with the Prior Bonds.

H. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2021 A Bonds and the Prior Bonds, and to pay the principal on the Series 2021 A Bonds and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Resolution.

I. It is in the best interests of the Issuer and the customers thereof, and the citizens of the County, that the Issuer issue the Series 2021 A Bonds, and secure the Series 2021 A Bonds by a pledge and assignment of the Net Revenues derived from the System, the monies in the Series 2021 A Bonds Sinking Fund, the monies in the Series 2021 A Bonds Reserve Account, unexpended proceeds of the Series 2021 A Bonds and as further set forth herein.

J. The Series 2021 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021

A BONDS, attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Parameters Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2021 A Bonds, when authenticated by the Registrar and issued as in this Resolution provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2021 A Bonds will be timely done and duly performed.

L. The adoption of this Resolution, and the execution and issuance of the Series 2021 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and the issuance of the Series 2021 A Bonds, the current refunding of the RUS Bonds, or will have so complied prior to issuance of any thereof.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Series 2021 A Bonds by those who shall own or hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owners of any and all of such Series 2021 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2021 A Bond and any other Series 2021 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATION OF REFUNDING AND ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Refunding. All RUS Bonds Outstanding as of the date of issuance of the Series 2021 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be refunded and paid in full and the pledge of Net Revenues in favor of the Registered Owners of the RUS Bonds imposed by the RUS Resolutions authorizing the issuance of the RUS Bonds, the monies in the funds and accounts created by the RUS Resolutions pledged to payment of the RUS Bonds, and any other funds pledged by the RUS Resolutions to payment of the RUS Bonds are hereby ordered terminated, discharged and released upon such payment to the Registered Owners of the RUS Bonds. Contemporaneously with the payment in full of the RUS Bonds, the amounts on deposit in the sinking funds and reserve accounts, and all other funds and accounts created and maintained on behalf of or pledged to the RUS Bonds, shall be released from the lien created by the RUS Resolutions authorizing the issuance of the RUS Bonds.

Section 2.02. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not more than $5,000,000. The proceeds of the Series 2021 A Bonds hereby authorized shall be applied as

provided herein. The Series 2021 A Bonds are hereby authorized, to be issued in one or more series, in the aggregate principal amount of not more than $17,000,000.

ARTICLE III
THE BONDS

Section 3.01. Form and Payment of Bonds. No Series 2021 A Bond shall be issued pursuant to this Resolution except as provided in this Article III. Any Series 2021 A Bonds issued pursuant to this Resolution may be issued only as fully registered Series 2021 A Bonds without coupons, in the denomination of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution). All Series 2021 A Bonds shall be dated as of the date provided in a Supplemental Parameters Resolution applicable to such series. All Series 2021 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 A Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in exchange for Series 2021 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 A Bonds surrendered.

The principal of and the premium, if any, on the Series 2021 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2021 A Bonds shall be paid by check or draft made payable and mailed to the Registered Owner thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of $1,000,000 or more of the Series 2021 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2021 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2021 A Bond in the principal amount of said Series 2021 A Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2021 A Bonds shall be executed in the name of the Issuer by the Chairman, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2021 A Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2021 A 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 3.03. Authentication and Registration. No Series 2021 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the

Certificate of Authentication and Registration on such Bond, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference with respect to such respective Series 2021 A Bond, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Series 2021 A Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication and Registration on any Series 2021 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2021 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2021 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Series 2021 A Bonds, shall be conclusively deemed to have agreed that such Series 2021 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2021 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2021 A Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2021 A Bonds. The Series 2021 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2021 A Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2021 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2021 A Bond is exercised, Series 2021 A Bonds shall be delivered in accordance with the provisions of this Resolution. All Series 2021 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2021 A Bonds, the initial exchange of Series 2021 A Bonds and exchanges of such Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2021 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of such Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2021 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond so destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Bond Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Net Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2021 A Bonds issued pursuant to this Resolution, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2021 A Bonds Redemption Account in accordance with Subsection 4.03(A)(2) shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 13 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory redemption date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Parameters Resolution relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory redemption date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory redemption date furnish the Registrar and the Commission with its certificate indicating whether and to

what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Commission may use the moneys in the Series 2021 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the redemption date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable such Series 2021 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory redemption date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of $5,000.

Section 3.07. Notice of Redemption. Unless waived by any Registered Owner of the Bonds to be redeemed, official notice of any proposed redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

(1) The Redemption Date,

(2) The Redemption Price,

(3) If less than all outstanding Series 2021 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-eligible Bonds.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2021 A Bonds or portions of such Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Series 2021 A Bonds or portions of such Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2021 A Bonds or portions of such Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein shall not affect the validity of proceedings for the redemption of Series 2021 A Bonds, and failure to provide such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute, and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Resolution. Upon the presentation and surrender of any Bond in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefore, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefore to the Holder of such Bond in temporary form.

Section 3.10. Authorization of Bonds. For the purposes of, in combination with other funds of the Issuer available therefor, paying the costs of acquisition and construction of the Project and paying in full the entire outstanding principal of and all accrued interest on the RUS Bonds, paying the premium for a Municipal Bond Insurance Policy, if determined to be financially advantageous to the Issuer, to secure the payment of principal of and interest on the Series 2021 A Bonds, funding the Series 2021 A Bonds Reserve Account (or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy, if determined to be financially advantageous to the Issuer), in an amount equal to the Series 2021 A Reserve Requirement and paying costs of issuance of the Series 2021 A Bonds and related costs, there shall be issued the Series 2021 A Bonds of the Issuer, in an aggregate principal amount of not more than $17,000,000. The Series 2021 A Bonds shall be designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A" and shall be issued in fully registered form, in

denominations of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution), not exceeding the aggregate principal amount of Series 2021 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2021 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2021 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Parameters Resolution.

Section 3.11. Book Entry System for Series 2021 A Bonds. The Series 2021 A Bonds (if purchased by the Original Purchaser) shall initially be issued in the form of one fully registered bond for the aggregate principal amount of the Series 2021 A Bonds of each maturity and shall be registered in the name of Cede & Co., as nominee of DTC. Notwithstanding anything herein to the contrary contained, so long as the Series 2021 A Bonds are so issued and registered, DTC (or its nominee) shall be treated as the sole Registered Owner for all purposes hereunder. Each Bond shall bear a legend substantially to the following effect "Except as otherwise provided in the Resolution, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Resolution) or to a successor of DTC or to a nominee of a successor of DTC. Unless this certificate is presented by an authorized representative of DTC, to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein."

With respect to Series 2021 A Bonds registered in the records of the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent shall have no responsibility or obligation to any other participant in DTC or to any Person on behalf of whom such a participant in DTC holds a beneficial interest in the Series 2021 A Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any other participant in DTC with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any notice with respect to any Series 2021 A Bonds, including without limitation any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any amount with respect to principal of, premium, if any, or interest on, any Bond, or (iv) any consent given by DTC as Registered Owner. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the records of the Registrar as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to any Bond for the purpose of making payment of any purchase price of such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 A Bonds and the purchase price of any Bond only to or upon the order of the respective Registered Owners, as shown in the records of the Registrar as provided in this Resolution, or their respective attorneys or legal representatives duly authorized in writing, and all such payments shall be valid

and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 A Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Resolution.

The Registered Owners have no right to a depository for the Series 2021 A Bonds. The Issuer may remove DTC or any successor thereto for any reason at any time. In such event or in the event DTC shall notify the Issuer that DTC is discontinuing its book-entry system for the Series 2021 A Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the DTC of Bond certificates and transfer one or more separate Bond certificates to other participants or beneficial owners as DTC may direct. In such event, the Series 2021 A Bonds shall no longer be restricted to being registered in the records of the Registrar in the name of Cede & Co., as nominee, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names other participants in DTC receiving Series 2021 A Bonds shall designate, in accordance with the provisions of this Resolution. The provisions of this Section applicable to DTC shall apply, mutatis mutandis, to any successor depository performing the same functions hereunder as DTC.

The Issuer represents hereby that it has executed a Letter of Representations, the terms of which are applicable to the issuance of the Series 2021 A Bonds hereunder. Such Letter of Representations is for the purpose of effectuating the Book-Entry Only System only and shall not be deemed to amend, supersede or supplement the terms of this Resolution which are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 3.12. Delivery of Series 2021 A Bonds. The Issuer shall execute and deliver the Series 2021 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2021 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2021 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2021 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies of this Resolution and the Supplemental Parameters Resolution certified by the Secretary;

(4) The unqualified approving opinion of Bond Counsel regarding the Series 2021 A Bonds; and

(5) A copy of such other documents and certificates as the Original Purchaser may reasonably require.

Section 3.13. Form of Series 2021 A Bonds. The definitive Series 2021 A Bonds shall be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2021 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2021 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2021 A Bonds. Upon the issuance and delivery of the Series 2021 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(1) All interest accrued on Series 2021 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2021 A Bonds Sinking Fund and applied to payment of interest on the Series 2021 A Bonds at the first interest payment date.

(2) If a Municipal Bond Insurance Policy has been obtained to secure the payment of the principal of, and interest on, the Series 2021 A Bonds, the premium for such Municipal Bond Insurance Policy shall be paid to the Bond Insurer.

(3) An amount of the proceeds of the Series 2021 A Bonds equal to the amount, if any, set forth in the Supplemental Parameters Resolution shall be remitted to the Commission for deposit in the Series 2021 A Bonds Reserve Account; provided that to the extent the Series 2021 A Bonds Reserve Requirement is satisfied in whole or in part from a Municipal Bond Debt Service Reserve Insurance Policy, [a letter of credit, a surety bond or other credit facility and proceeds of the Series 2021 A Bonds shall be used to purchase said Municipal Bond Debt Service Reserve Insurance Policy, letter of credit, surety bond or other credit facility,] proceeds of the Series 2021 A Bonds shall be (i) paid to the Bond Insurer, via wire transfer, in an amount equal to the premium for the Municipal Bond Debt Service Reserve Insurance Policy and (ii) deposited in the Series 2021 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2021 A Bonds Reserve Requirement.

(4) An amount of the proceeds of the Series 2021 A Bonds along with funds in the RUS Bonds Reserve Account, as set forth in the Certificate of Determinations, shall be remitted to the United States Department of Agriculture to pay the outstanding principal of, and any accrued interest on, the RUS Bonds in full.

(5) An amount of Series 2021 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2021 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2021 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Resolution, subject however, to applicable yield restrictions as may be in

effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2021 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2021 A Bonds Sinking Fund established in Section 4.02 hereof and applied to the next ensuing payment of interest on the Series 2021 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2021 A Bonds from which such proceeds are derived.

(6) The balance of Series 2021 A Bonds proceeds, if any, shall be deposited in the Series 2021 A Bonds Construction Fund and disbursed as provided in Section 3.15 hereof.

Section 3.15. Disbursements from the Series 2021 A Bonds Construction Fund. Disbursements from the Series 2021 A Bonds Construction Fund, except for payment of Costs of Issuance of the Series 2021 A Bonds in excess of the monies available in the Costs of Issuance Fund which shall be made upon request of the Issuer, shall be made only for acquisition and construction of the Project, including all necessary engineering and other professional services relating thereto. Pending such application, monies in the Series 2021 A Bonds Construction Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE IV
SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by the Prior Resolutions), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other and used solely for the purposes provided herein:

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

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

(3) Costs of Issuance Fund;

(4) Rebate Fund; and

(5) Series 2021 A Bonds Construction Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. Pursuant to this Article IV, the following special funds and accounts are hereby established (or continued if previously established by the Prior Resolutions) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other and used solely for the purposes provided herein:

(1) Series 1999 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(2) Series 1999 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(3) Series 1999 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(4) Series 1999 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(5) Series 2008 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(6) Series 2008 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(7) Series 2009 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(8) Series 2009 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(9) Series 2009 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(10) Series 2009 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(11) Series 2020 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(12) Series 2020 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(13) Series 2021 A Bonds Sinking Fund; and

(14) Series 2021 A Bonds Reserve Account.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2021 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund 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 remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.

(2) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit to the Commission (i) the amounts required by Prior Resolutions to pay interest on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) commencing 7 months prior to the first interest payment date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 7 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2021 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund.

(3) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay principal on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) to the Commission commencing 13 months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund and in the Series 2021 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than 13 months (or 7 months if the Series 2021 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing principal payment date or mandatory

Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

Moneys in the Series 2021 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2021 A Bonds, whether by maturity or redemption prior to maturity. Moneys on deposit in the Series 2021 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2021 A Bonds when the funds on deposit in the Series 2021 A Bonds Sinking Fund are insufficient therefore, and for no other purpose. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2021 A Bonds Sinking Fund when the aggregate amount of funds therein, including the Series 2021 A Bonds Reserve Account therein, is at least equal to the aggregate principal amount of Series 2021 A Bonds then Outstanding, plus the amount of interest due or thereafter to become due on such Bonds then Outstanding.

As and when Additional Parity Bonds ranking on a parity with the Series 2021 A Bonds are issued, provision shall be made for additional deposits 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 respective reserve account in an amount equal to the requirement thereof.

The payments into the Series 2021 A Bonds Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Resolution.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2021 A Bonds Reserve Account, if no longer funded with a municipal bond debt service reserve insurance policy, an amount sufficient to remedy any decrease in value of the Series 2021 A Bonds Reserve Account below the Series 2021 A Bonds Reserve Account Requirement or any withdrawal from the Series 2021 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 A Bonds Reserve Account is less than the Series 2021 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2021 A Bonds Reserve Account for deposit into the Series 2021 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 A Bonds Reserve Account to an amount equal to the Series

2021 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2021 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2021 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2021 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2021 A Bonds when due, jointly, and pro rata, when amounts in the Series 2021 A Bonds Sinking Fund are insufficient therefore and for no other purpose. Notwithstanding anything in this Section 4.03A(4) to the contrary, to the extent the Series 2021 A Bonds Reserve Account is insured by a Municipal Bond Debt Service Reserve Insurance Policy, the Series 2021 A Bonds Reserve Account shall be funded in accordance with the terms of such policy.

(5) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, 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. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

B. The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created or continued hereunder, and the Series 2021 A Bonds Reserve Account, and all amounts required for said Sinking Funds shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Bonds, by the Issuer at the times and as otherwise provided herein. All

remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Resolution.

C. If on any monthly payment date the Net 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 4.03 and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

D. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the Prior Bonds, the Series 2021 A Bonds and any Additional Parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

ARTICLE V
INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE; CONTINUING DISCLOSURE AGREEMENT

Section 5.01. Investments. The Issuer shall invest and reinvest and shall instruct the Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Resolution in Qualified Investments to the fullest extent possible under applicable laws, this Resolution, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon, and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer 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 Issuer may make any and all investments permitted by this section through the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section:

(A) The Issuer shall, or shall cause the Commission to, semiannually transfer from each Reserve Account to the corresponding Sinking Fund any earnings on the moneys deposited therein and any other funds in excess of the applicable Reserve Account Requirement; provided, however, that there shall at all times remain on deposit in each Reserve Account an amount at least equal to the applicable Reserve Account Requirement.

(B) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from a Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in a Reserve Account shall, at any time, be less than the applicable Reserve Account Requirement, and such deficiency shall be made up from the first available Net Revenues after required deposits to the applicable Sinking Fund and otherwise in accordance with Section 4.03(3).

(C) All amounts representing accrued interest shall be held by the Commission, pledged solely to the payment of interest on the Bonds and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(D) Notwithstanding the foregoing, all moneys deposited in any Sinking Fund, including any reserve account therein, may be invested by the Commission in 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, 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2021 A Bonds in such manner and to such extent as may be necessary, so that such Series 2021 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2021 A Bonds) so that the interest on the Series 2021 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2021 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2021 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding

sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available, therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 5.04. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or enter into a continuing disclosure agreement in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as in effect on the date of delivery of the Series 2021 A Bonds.

ARTICLE VI
ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Resolution shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2021 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Resolution, the Issuer hereby covenants and agrees with the Holders of the Series 2021 A Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2021 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds Not to be Indebtedness of the Issuer. The Series 2021 A Bonds shall not be or 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 Net Revenues of the System, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and the unexpended proceeds of the Series 2021 A Bonds or moneys in the Series 2021 A Bonds Construction Fund, if any, all as herein provided. No Holder or Holders of the Series 2021 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Series 2021 A Bonds or the interest thereon.

Section 6.03. Series 2021 A Bonds Secured by Parity Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all of the Series 2021 A Bonds issued hereunder shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds shall also be secured by the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve

Account. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized, and to make the payments into the Series 2021 A Bonds Sinking Fund, all moneys and securities in the respective Series 2021 A Bonds Sinking Fund, and the Series 2021 A Bonds Reserve Account, and all other payments provided for in this Resolution, are hereby irrevocably pledged in the manner provided in this Resolution to the payment of the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized as the same become due and for the other purposes provided in this Resolution.

Section 6.04. Rates. Prior to the issuance of the Series 2021 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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 Annual Debt Service on the Series 2021 A Bonds, and all obligations issued on a parity with, or subordinate to, the Series 2021 A Bonds, including the Prior Bonds, and any Additional Parity Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

The Issuer hereby covenants to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within 90 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 6.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Resolution. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Resolutions. Additionally, so long as the Series 2021 A Bonds are Outstanding, the System may be sold, mortgaged, leased or otherwise disposed of only 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, or to defease the pledge created by this Resolution and the Prior Resolutions. The proceeds from such sale, mortgage, lease

or other disposition of the System shall be immediately remitted to the Commission for deposit in the respective Sinking Funds, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the Net 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 is not in excess of $1,000,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $1,000,000 but not in excess of $10,000,000, the Issuer shall first, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $1,000,000 and not in excess of $10,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of $10,000,000 and insufficient to defease the pledge created by this Resolution, as provided by Section 9.01, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 60% in amount of 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 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Gross Revenues of the System. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Net Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Series 2021 A Bonds and the Prior Bonds; and all obligations hereafter issued by the Issuer payable from the Net 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 and source of and security for payment from such Net Revenues and in all other respects to the Series 2021 A Bonds and the Prior Bonds.

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, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2021 A Bonds and the Prior Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2021 A Bonds and the interest thereon in this Resolution or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be

applicable. In addition, no Additional Parity Bonds payable out of the Net Revenues of the System shall be issued after the issuance of any Bonds pursuant to this Resolution, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition, equipping or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, or refunding all, or any portion of, the Prior Bonds and any hereinafter issued Additional Parity Bonds, paying claims which may exist against the revenues or facilities of the System, or all of such purposes.

So long as the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2020 A Bonds or Series 2021 A Bonds are outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any twelve (12) consecutive months in the eighteen (18) months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2021 A Bonds then Outstanding;

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

(4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the Issuer shall be permitted to issue bonds which refund any Outstanding Series 2021 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds if, prior to the issuance of such refunding bonds, the Issuer shall have provided: (i) a verification report of an Independent Certified Public Accountant concluding that present value debt service savings shall be realized by the Issuer as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds Outstanding after such refunding;

(2) The Series 2021 A Bonds Outstanding after such refunding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution which shall be Outstanding following such refunding; and

(4) The Additional Parity Bonds for such refunding then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three (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 Additional Parity Bonds and any increase in rates adopted by the Issuer, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of an Independent Certified Public Accountant, procured by the Issuer prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the System during the twelve (12) consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of an Independent Certified Public Accountant, as stated in a certificate, 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 (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds, and all the covenants and other provisions of this Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2021 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net 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 by this Resolution required for and on account of such additional parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The Issuer shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Net Revenues, with the Series 2021 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in this Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the Issuer states that the Issuer was not in compliance with the rate covenant in Section 6.04 of this Resolution for the year being audited and the Issuer has, as required by Section 6.04, initiated the

process of implementing a rate increase sufficient to comply with Section 6.04, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of this Resolution, so as to prevent the Issuer from issuing Additional Parity Bonds under this Section 6.08.

Notwithstanding any other provisions set forth in this Resolution, the Issuer may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2021 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against 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 and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. 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.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer and employee of the Issuer 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.

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 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.

Section 6.10. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto

Section 6.11. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. 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. The Issuer further covenants and agree 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 and facilities of the System to all delinquent users of services and facilities of the System and any services of facilities of any potable water system owned by the District, or pursuant to a termination agreement with any other utility providing water service to the premises. The services of the System and/or any potable water system shall not be restored until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.13. 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 or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. 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 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, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by an Independent Certified Public Accountant.

Section 6.15. Operating Budget. The Issuer shall annually, at least thirty (30) days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Bonds or anyone acting for and on behalf of such Holder who requests the same.

Section 6.16. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2021 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2021 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2021 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2021 A Bonds during the terms thereof is, under the terms of such Series 2021 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2021 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2021 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2021 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2021 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2021 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2021 A Bonds will be and remain excludable from gross income for federal income tax purposes and will not take any actions which would adversely affect such exclusion.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2021 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 the issuance of the Series 2021 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 6.18. Continuing Disclosure. In order to provide the written undertaking for the benefit of the owners of the Series 2021 A Bonds required of the Original Purchaser by the Securities and Exchange Commission Rule 15c2-12, the Issuer shall enter into a Continuing Disclosure Agreement in such form as may be approved by the Supplemental Parameters Resolution, and the Chairman is authorized and directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Chairman shall approve, such approval to be conclusively evidenced by the execution of such Agreement by the Chairman.

Section 6.19. Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2021 A Bonds shall be and the same is hereby approved. The form of the Preliminary Official Statement shall be in such form as may be approved by the Supplemental Parameters Resolution. The Chairman is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2021 A Bonds and as the Chairman may approve (the "Official Statement"). The execution of the Official Statement by the Chairman shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

Section 6.20. Municipal Bond Insurance Policy; Municipal Bond Debt Service Reserve Insurance Policy. The Issuer may purchase a Municipal Bond Insurance Policy for each of the Series 2021 A Bonds and/or a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account. In the event a Municipal Bond Insurance Policy and/or Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the bond insurer as a condition to insuring the Series 2021 A Bonds and/or providing the Municipal Debt

Service Reserve Insurance Policy. These additional covenants and provisions shall be set forth in a Supplemental Parameters Resolution, shall apply to the Series 2021 A Bonds, shall be supplemental to and amendatory of this Resolution, and shall be controlling in the event any other provisions of this Resolution may be in conflict therewith.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2021 A Bonds:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Resolution or any Supplemental Parameters Resolution or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Bond;

(C) 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

(D) If the Issuer defaults on the Prior Bonds or the Prior Resolutions.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights, provided, that all rights and remedies of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds, and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owners, including the right to require the Issuer to perform its duties under the Act and this Resolution;

(C) Bring suit upon the Bonds;

(D) 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

(E) By action or bill in equity enjoin any acts in violation of this Resolution or the rights of the Registered Owners of the Bonds; provided, that all rights and remedies

of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

No remedy by the terms of this Resolution conferred upon or reserved to the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owners hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner 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 on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Resolution and the Act.

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

Whenever all that is due upon the Series 2021 A Bonds issued pursuant to this Resolution and interest thereon and under any covenants of this Resolution for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver 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 the Registered Owners of the Bonds

issued pursuant to this Resolution. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Registered Owners of the Bonds, and the curing and making good of any default under the provisions of this Resolution, and the title to and ownership of said 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, mortgage or otherwise dispose of any assets of the System.

Notwithstanding any other provision of this Resolution, in determining whether the rights of the Registered Owners of the Series 2021 A Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Resolution, any trustee or Bondholder's committee representing the Registered Owners of the Series 2021 A Bonds shall consider the effect on the Registered Owners of the Series 2021 A Bonds as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Registered Owners. In case any Registered Owner shall have proceeded to enforce any right under this Resolution by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Registered Owners shall be restored to their former positions and rights hereunder, and all rights and remedies of such Registered Owners shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank (collectively, the "Fiduciaries") for the Series 2021 A Bonds shall be appointed pursuant to the Supplemental Parameters Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Fiduciaries, the substantial form of which agreement is to be approved by Supplemental Parameters Resolution.

Section 8.02. Responsibilities of Fiduciaries. The recitals of fact in the Series 2021 A Bonds shall be taken as statements of the Issuer, and the Fiduciaries shall not be responsible for their accuracy. The Fiduciaries shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2021 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2021 A Bonds. The Fiduciaries and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Resolution and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Fiduciaries May Act. Except as otherwise provided by Section 10.02, the Fiduciaries shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Fiduciaries from time to time reasonable compensation for all services, including the transfer of registration of Series 2021 A Bonds, the first exchange of Series 2021 A Bonds and the exchange of Series 2021 A Bonds in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2021 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners or effect or aid in any reorganization growing out of the enforcement of the Series 2021 A Bonds or this Resolution, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Series 2021 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Resolution by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within forty-five (45) days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2021 A Bonds to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2021 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Series 2021 A Bonds so authenticated, and, in case any Series 2021 A Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2021 A Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The West Virginia Municipal Bond Commission shall initially serve as Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2021 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Resolution. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Resolution, be held in trust for the purposes for which they were received.

ARTICLE IX
DEFEASANCE; DISCHARGE OF PLEDGE OF RESOLUTION

Section 9.01. Defeasance; Discharge of Pledge of Resolution. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Registered Owners of all Series 2021 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledges of the Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owners of the Series 2021 A Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2021 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2021 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2021 A Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2021 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE X
MISCELLANEOUS

Section 10.01. Amendment of Resolution. This Resolution and any Supplemental Parameters Resolution may be amended or modified without the consent of any Registered Owner or other person, solely for the purpose of maintaining the tax-exempt status of the Series 2021 A Bonds. Otherwise, no materially adverse amendment or modification to this Resolution, or of any Supplemental Parameters Resolution, may be made without the written consent of the Registered Owners, or their authorized representative, of 60% in aggregate principal amount of the Series 2021 A Bonds then Outstanding and affected thereby, before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of

payment of the principal of or interest on, any Series 2021 A Bond without the express written consent of the Registered Owner of such Bond, nor reduce the percentage of Series 2021 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Registered Owners and Ownership of Series 2021 A Bonds. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by Registered Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Registered Owners in person, by their attorneys duly authorized in writing or their authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Resolution if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Registered Owner, his attorney or authorized representative of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Holder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2021 A Bonds held by a person executing any instrument as a Registered Owner, the date of his holding such Series 2021 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Registered Owner of any Bond shall bind all future Registered Owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Resolution shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Series 2021 A Bonds. All Series 2021 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Series 2021 A Bonds shall be deemed Outstanding under this

Resolution and no Series 2021 A Bonds shall be issued in lieu thereof. All such Series 2021 A Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2021 A Bonds. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2021 A Bonds which remain unclaimed for 1 year after the date on which such Series 2021 A Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owners of such Series 2021 A Bonds shall look only to the Issuer for the payment of such Series 2021 A Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Original Purchaser shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER:

Putnam Public Service District
P.O. Box 860
Scott Depot, West Virginia 25560
Attention: Chairman

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR

[Name and address to be set forth in the Supplemental Parameters Resolution]

DEPOSITORY BANK:

[Name and address to be set forth in the Supplemental Parameters Resolution]

ORIGINAL PURCHASER:

Crews & Associates, Inc.

300 Summers Street, Suite 1500
Charleston, West Virginia 25301
Attention: Senior Managing Director

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Board or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2021 A Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Resolution and of all Series 2021 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided however, that the Prior Resolutions shall remain in full force and effect so long as any of the Prior Bonds are Outstanding.

Section 10.13. 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 Board were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 10.14. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 27th day of May 2021.

PUTNAM PUBLIC SERVICE DISTRICT

_____

Chairman

CERTIFICATION

Certified a true, correct, and complete copy of a Resolution duly adopted by PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021.

Dated: _____, 2021.

[SEAL]

_____
Secretary

EXHIBIT A
FORM OF SERIES 2021 A BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 20____ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized

terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____ designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; [(iii) to purchase a Municipal Bond Insurance Policy from _____ (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to fund the Series 2021 A Bonds Reserve Account (as hereinafter defined) (or purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement]; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on _____, 2021 and a Certificate of Determinations dated _____, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on or after _____, _____ are subject to redemption prior to maturity at the option of the Issuer on and after _____,

_____, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the following redemption prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (Dates Inclusive)	Redemption Price
_____ to _____	$_____
_____ to _____	$_____
_____ to _____	$_____

(B) Mandatory Sinking Fund Redemption. The Bonds maturing on _____, are subject to annual mandatory redemption prior to maturity by random selection on _____ of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing

Year ( )	Principal Amount

Bonds Maturing

Year ( )	Principal Amount

_____
* Final Maturity

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of financial guaranty bond insurance issued by _____.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series

2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____, 20___.

_____,
as Registrar

By _____
Its Authorized Officer

STATEMENT OF INSURANCE

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____ _____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE WATER REFUNDING REVENUE BONDS, SERIES 2021 A OF PUTNAM PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE ORIGINAL PURCHASER; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, Putnam Public Service District (the "Issuer") in the County of Putnam, State of West Virginia, is a public service district and political subdivision of said State, the governing body of which is its public service board (the "Governing Body");

WHEREAS, the Governing Body has duly adopted and officially adopted on May 27, 2021, a Resolution (the "Resolution") entitled:

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; 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 Resolution when used herein;

WHEREAS, the Resolution provides for the issuance by the Issuer of its Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $17,000,000 (the "Series 2021 A Bonds") in accordance with Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); and the Issuer has determined that it is currently in the best interest of its customers to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project") through the issuance of its Series 2021 A Bonds;

WHEREAS, the Resolution further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Series 2021 A Bonds should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Registrar Agreement, Prepayment Agreement, if any, and an Official Statement be approved and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, that additional covenants and provisions relating to the Series 2021 A Bonds be provided therein, and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of this Governing Body and/or a Certificate of Determinations;

WHEREAS, the Series 2021 A Bonds are proposed to be purchased by Crews & Associates, Inc., Charleston, West Virginia (the "Original Purchaser"), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof (the "Bond Purchase Agreement");

WHEREAS, the Governing Body has determined that, in order to obtain the best possible savings for the Issuer in the current interest rate environment, the Chairman shall be empowered and authorized to execute the Bond Purchase Agreement, within the parameters set forth herein, at such time as the Chairman shall determine most advantageous to the Issuer, or not at all; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Official Statement relating to the Series 2021 A Bonds, hereinafter described, be approved, that the Chairman be authorized to enter into the Bond Purchase Agreement within the parameters hereby approved by the Governing Body, and that other matters relating to the Series 2021 A Bonds be herein provided for all in accordance with the Resolution;

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

Section 1. For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the RUS Bonds; (ii) purchasing a Municipal Bond Insurance Policy for the Series 2021 A Bonds; (iii) purchasing a Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds; (iv) paying the all or a portion of the costs of the Project; and (v) paying costs of issuance of the Series 2021 A Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2021 A Bonds in an aggregate principal amount not to exceed $17,000,000.

Section 2. Pursuant to the Resolution and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2021 A Bonds. The Series 2021 A Bonds shall be issued in the aggregate principal amount not to exceed $17,000,000 bear interest at a rate not to exceed 6.0%, payable semiannually, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates (with final maturity no later than June 1, 2053), shall be subject to such redemption provisions, all as shall subsequently be approved by the Chairman pursuant to the execution and delivery by the Chairman of a Certificate of Determinations with respect to the Series 2021 A Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Resolution, provided however, that the specific terms of the Series 2021 A Bonds shall be as determined by the Chairman at the time of the execution of the Bond Purchase Agreement and as approved by the Chairman in the Certificate of Determinations. All other provisions relating to the Series 2021 A Bonds shall be as provided in the Resolution or by the Chairman in the Certificate of Determinations.

Section 3. The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved, and directed. The Chairman is hereby empowered and authorized to execute the Bond Purchase Agreement on behalf of the District at such time as the Chairman shall determine to be most advantageous. The Chairman shall execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Bond Purchase Agreement by the Chairman shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Series 2021 A Bonds, including the payment of all necessary fees and expenses in connection therewith.

Section 4. Proceeds of the Series 2021 A Bonds shall be expended solely for the purposes set forth in the Resolution.

Section 5. The Issuer is advised and hereby finds that based upon the assumed principal amount, maturity schedule and interest rates for the Series 2021 A Bonds presented to the Issuer

by the Original Purchaser, the Series 2021 A Bonds show a net present value debt service savings to the Issuer after deducting all expenses of the refunding of the RUS Bonds and the costs of issuing the Series 2021 A Bonds.

Section 6. The Issuer does hereby approve, simultaneously with the closing on the Series 2021 A Bonds, the transfer of all of the monies from the RUS Bonds Reserve Account held by the West Virginia Municipal Bond Commission to such fund or entity, to accomplish the refunding of the RUS Bonds.

Section 7. The Continuing Disclosure Agreement, to be dated the date of execution and delivery of the Series 2021 A Bonds (the "Disclosure Agreement"), by and between the Issuer and the Dissemination Agent named therein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Disclosure Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Disclosure Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 8. The distribution by the Original Purchaser of a Preliminary Official Statement (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby approved. The Official Statement to be substantially in the form of the Preliminary Official Statement, (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Chairman) and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Chairman shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved. The execution of the Official Statement by the Chairman shall be conclusive evidence of any approval required by this Section. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby ratified and approved.

Section 9. The Registrar Agreement by and between the Issuer and the Registrar designated herein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Registrar Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 10. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Series 2021 A Bonds.

Section 11. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2021 A Bonds.

Section 12. The Issuer hereby appoints and designates United Bank, Charleston, West Virginia, as the Registrar.

Section 13. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Series 2021

A Bonds to the end that the Series 2021 A Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 14. The notice addresses for the Paying Agent, Registrar and Original Purchaser shall be as follows:

PAYING AGENT
West Virginia Municipal Bond Commission
900 Pennsylvania Avenue, Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR
United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Trust Department

ORIGINAL PURCHASER
Crews & Associates, Inc.
300 Summers Street
Charleston, West Virginia 25301

Section 15. The issuance of the Series 2021 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 16. The Chairman and Secretary, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2021 A Bonds to be duly and properly issued by the Issuer and delivered to the Original Purchaser as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

Section 17. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account for the Series 2021 A Bonds. In the event a Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds Reserve Account. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds, and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

Section 18. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Insurance Policy to secure the payment of principal of, and interest on, the Series 2021 A Bonds. In the event a Municipal Bond Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Insurance Policy for the Series 2021 A Bonds. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds,

and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

Section 19. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

Adopted this 27th day of May, 2021.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
[SEAL] Its: Chairman

Attest:

_____
Secretary

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Public Service Board of PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: _____

By: _____
Secretary

SUPPLEMENTAL PARAMETERS RESOLUTION EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, _____, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on _____, 2021 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $_____ (the "Series 2021 A Bonds"), hereby finds and determines this ____ day of _____, 2021 as follows:

1. The Series 2021 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of $_____ (representing par value less an Underwriter's discount of $_____ and [plus/less] an [net] original issue [premium/discount] of $_____).

2. The forms of the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2021 A Bonds shall be dated _____, 2021, shall bear interest on _____ 1 and _____ 1 of each year commencing _____ 1, 20___.

4. The Series 2021 A Bonds shall be issued in the aggregate principal amount of $_____. The interest rates on the Series 2021 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2021 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.

6. The Series 2021 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.

7. The Series 2021 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

8. A. The Issuer does hereby determine that the Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company ("BAM") to secure the payment of principal of, and interest on, the Series 2021 A Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Insurance Policy, and accordingly accepts the Municipal

Bond Insurance Commitment (the "Series 2021 A Insurance Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Insurance Commitment and deliver the same to BAM.

B. Pursuant to the Series 2021 A Insurance Commitment, and, as permitted by Section 17 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Insurance Policy for the Series 2021 A Bonds are attached hereto as Exhibit A and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

C. The Issuer does hereby determine that the Municipal Bond Debt Service Reserve Insurance Policy offered by BAM to fund the Series 2021 A Bonds Reserve Account will result in a cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Municipal Bond Debt Service Reserve Insurance Policy, and accordingly accepts the Municipal Bond Debt Service Reserve Insurance Commitment (the "Series 2021 A Reserve Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Reserve Commitment and deliver the same to BAM.

D. Pursuant to the Series 2021 A Reserve Commitment, and, as permitted by Section 18 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account are attached hereto as Exhibit B and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2021 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2021 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature as of the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

SCHEDULE 1

SERIES 2021 A BOND TERMS

Bond No.	Maturity Date (____ 1)	Principal Amount	Interest Rate	Yield	CUSIP
AR-1	20__	$	%	%	
AR-2					
AR-3					
AR-4					
AR-5					

SCHEDULE 2

SERIES 2021 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

Mandatory Redemption

EXHIBIT A – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND INSURANCE

Municipal Bond Insurance Commitment

[insert]

EXHIBIT B – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

Municipal Bond Debt Service Reserve Insurance Commitment

[insert]

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes any responsibility for the accuracy thereof.

The Depository Trust Company

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2021 A Bonds. The Series 2021 A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2021 A Bond certificate will be issued for each maturity of the Series 2021 A Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Series 2021 A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021 A Bonds, except in the event that use of the book-entry system for the Series 2021 A Bonds is discontinued.

4. To facilitate subsequent transfers, all Series 2021 A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 A Bonds are credited, which may or may not be the

Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2021 A Bonds documents. For example, Beneficial Owners of Series 2021 A Bonds may wish to ascertain that the nominee holding the Series 2021 A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2021 A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2021 A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Series 2021 A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and detail information from the District or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Series 2021 A Bonds purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Series 2021 A Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2021 A Bonds, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Series 2021 A Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2021 A Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Series 2021 A Bonds at any time by giving reasonable notice to the District or Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2021 A Bonds certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2021 A Bonds certificates will be printed and delivered to DTC.

APPENDIX H

ANNUAL DEBT SERVICE FOR PRIOR BONDS AND SERIES 2021 A BONDS

		Series 2021 A		
Fiscal Year	Prior Bonds	Principal	Interest	Total
2022	1,236,600			
2023	1,235,981			
2024	1,237,335			
2025	1,239,800			
2026	1,237,069			
2027	1,239,092			
2028	1,235,650			
2029	1,234,874			
2030	1,232,245			
2031	1,211,887			
2032	1,186,462			
2033	1,188,966			
2034	1,187,174			
2035	1,185,237			
2036	1,183,134			
2037	1,179,812			
2038	1,180,175			
2039	1,179,973			
2040	453,876			
2041	449,433			
2042	450,169			
2043	451,018			
2044	451,590			
2045	451,882			
2046	427,239			
2047	82,473			
2048	82,377			
2049	-			
2050	-			
2051	-			

APPENDIX I

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_____ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _____

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
1 World Financial Center, 27th floor
200 Liberty Street
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

APPENDIX J

SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

ISSUER: ISSUER_NAME, STATE_NAME

Policy No: @@POLICY_NO@@

MEMBER: MEMBER_COMPANY, STATE_NAME

Effective Date: @@CLOSING_DATE@@

BONDS: $_____ in aggregate principal amount of ISSUE_NAME, SERIES

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

Maximum Policy Limit: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

SPECIMEN

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Business Day**" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. ["**Debt Service Reserve Agreement**" means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time.] "**Due for Payment**" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "**Nonpayment**" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "**Owner**" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar

SPECIMEN

amount of the debt service reserve fund required to be maintained for the Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

SPECIMEN

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is $_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Name:
Title:

SPECIMEN

NEW ISSUE – BOOK-ENTRY ONLY **RATING: See "Rating" herein.**

In the opinion of Steptoe & Johnson PLLC, Bond Counsel, under existing law and assuming continuing compliance with various requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2021 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to the Code and such interest is not an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that under the laws of the State of West Virginia, as presently written and applied, the Series 2021 A Bonds are exempt from taxation by the State of West Virginia, and the other taxing bodies of the state. See West Virginia Code Section 16-13A-21 and "APPENDIX D – FORM OF OPINION OF BOND COUNSEL" herein. The above opinions are subject to certain limitations and exceptions. See "TAX MATTERS" herein.

$16,055,000
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

Dated: Date of Delivery Due: June 1, as shown below

The Putnam Public Service District's (the "District") Water Refunding Revenue Bonds Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds") are issuable only as fully registered bonds without coupons in denominations of $5,000 and integral multiples thereof for any year of maturity. All of the Series 2021 A Bonds initially will be maintained under a book-entry system under which The Depository Trust Company, New York, New York ("DTC"), will act as securities depository. Purchases of the Series 2021 A Bonds will be in book-entry form only. Semiannual interest on the Series 2021 A Bonds is payable beginning December 1, 2021 and each June 1 and December 1 thereafter for the term of the Series 2021 A Bonds. So long as the Series 2021 A Bonds are maintained under a book-entry system, payments of the principal of, premium, if any, and interest on the Series 2021 A Bonds will be made when due by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as Paying Agent, to DTC in accordance with the Bond Resolution and any Supplemental Resolution, and the Paying Agent will have no obligation to make any payments to any beneficial owner of any Series 2021 A Bonds. See "THE SERIES 2021 A BONDS" and "APPENDIX G – BOOK-ENTRY ONLY SYSTEM."

The Series 2021 A Bonds are being issued by the District on a parity with the Series 1999 A Bonds, the Series 1999 B Bonds, the Series 2008 A Bonds, the Series 2009 A Bonds, the Series 2009 B Bonds and the Series 2020 A Bonds (each series described herein and collectively referred to as, the "Prior Bonds"). The proceeds of the Series 2021 A Bonds shall be used to provide funds to (i) currently refund the District's outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500; (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200; (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000; (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (collectively, the "RUS Bonds"); (ii) finance all or a portion of the costs of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, a water plant filtration upgrade and several line replacement projects; (iii) fund the Series 2021 A Bonds Reserve Account (defined herein) through the purchase of a municipal bond debt service reserve insurance policy (the "Series 2021 A Reserve Policy") from Build America Mutual Assurance Company ("BAM"); (iv) pay the premium for a municipal bond insurance policy (the "Series 2021 A Insurance Policy") from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) pay costs of issuance of the Series 2021 A Bonds and related costs.

The Series 2021 A Bonds are payable from and secured by the Net Revenues (defined herein) derived from the System (defined herein) and any extensions, improvements and betterments thereto on parity with the outstanding Prior Bonds, and from the funds on deposit in the Series 2021 A Bonds Sinking Fund (defined herein) and the Series 2021 A Bonds Reserve Account therein, and the Series 2021 A Reserve Policy pledged thereto, with respect to the Series 2021 A Bonds, all as more fully described herein. The Series 2021 A Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations, and the District shall not be obligated to pay the principal of, premium, if any, and interest on the Series 2021 A Bonds, except from the Net Revenues and such respective funds on deposit with the Paying Agent. THE DISTRICT HAS NO TAXING POWERS.

The Series 2021 A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

The scheduled payment of principal of and interest on the Series 2021 A Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Series 2021 A Bonds by BAM. See "BOND INSURANCE" herein.



THIS COVER PAGE, INCLUDING THE INSIDE COVER PAGE HERETO, CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELATING TO AN INVESTMENT IN THE SERIES 2021 A BONDS. INVESTORS ARE ADVISED TO READ THIS OFFICIAL STATEMENT IN ITS ENTIRETY BEFORE MAKING AN INVESTMENT DECISION.

The Series 2021 A Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, withdrawal or modification of the offering without notice and to the unqualified approval of legality by Steptoe & Johnson PLLC, Charleston, West Virginia, Bond Counsel. Steptoe & Johnson PLLC, Charleston, West Virginia, as Special Counsel to the District, will pass on certain legal matters for the District. Jackson Kelly PLLC, Charleston, West Virginia, as counsel to the Underwriter, will pass upon certain legal matters for the Underwriter. It is expected that the Series 2021 A Bonds will be available for delivery at DTC in New York, New York, on or about June 29, 2021.

Dated: June 23, 2021



$16,055,000
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS
SERIES 2021 A (TAX-EXEMPT)

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS**

$3,300,000 Series 2021 A Serial Bonds

Maturity (June 1)	Amount	Interest Rate	Price	Yield	CUSIP**
2022	$370,000	3.000%	102.390%	0.400%	74685W AN6
2023	$390,000	3.000%	104.874%	0.450%	74685W AP1
2024	$405,000	3.000%	107.092%	0.550%	74685W AQ9
2025	$415,000	0.700%	100.000%	0.700%	74685W AR7
2026	$420,000	0.850%	100.000%	0.850%	74685W AS5
2027	$420,000	1.000%	100.000%	1.000%	74685W AT3
2028	$425,000	1.000%	99.335%	1.100%	74685W AU0
2031	$455,000	3.000%	109.826%*	1.500%	74685W AW6

Series 2021 A Term Bonds

$875,000 3.000% Term Bond Due June 1, 2030 Price: 111.078%* Yield: 1.320% CUSIP**: 74685W AV8

$2,450,000 2.000% Term Bond Due June 1, 2036 Price: 99.359% Yield: 2.050% CUSIP**: 74685W AX4

$2,755,000 3.000% Term Bond Due June 1, 2041 Price: 106.433%* Yield: 2.000% CUSIP**: 74685W AY2

$3,145,000 2.250% Term Bond Due June 1, 2046 Price: 95.382% Yield: 2.500% CUSIP**: 74685W AZ9

$3,530,000 2.500% Term Bond Due June 1, 2051 Price: 97.928% Yield: 2.600% CUSIP**: 74685W BA3

*Priced to an optional call date of June 1, 2028.

**CUSIP numbers have been assigned by an independent company not affiliated with the Underwriter or the District and are included on this cover page solely for the convenience of the Owners of the Series 2021 A Bonds only at the time of issuance of the Series 2021 A Bonds. Neither the Underwriter nor the District makes any representation with respect to the accuracy of such CUSIP numbers as indicated in the above table or undertakes any responsibility for the selection of the CUSIP numbers or their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2021 A Bonds.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

PUBLIC SERVICE BOARD
Mark L. Smith, Chairman
John Inghram, Secretary
Stanley W. Booth, Treasurer

BOND COUNSEL
Steptoe & Johnson PLLC
Charleston, West Virginia

SPECIAL COUNSEL TO PUTNAM PUBLIC SERVICE DISTRCIT
Steptoe & Johnson PLLC
Charleston, West Virginia

ACCOUNTANT
Lowe & Associates, PLLC
Milton, West Virginia

UNDERWRITER
Crews & Associates, Inc.
Charleston, West Virginia
Little Rock, Arkansas

UNDERWRITER'S COUNSEL
Jackson Kelly PLLC
Charleston, West Virginia

PAYING AGENT
West Virginia Municipal Bond Commission
Charleston, West Virginia

REGISTRAR
United Bank
Charleston, West Virginia

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 A Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or to make any representations, other than as contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information set forth herein has been obtained from the District and other sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and any expression of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the District, as it relates to the System, since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein, and may not be reproduced or used, in whole or in part, for any other purposes.

The information contained in this Official Statement has been obtained from the District and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a promise by any of the foregoing. The presentation of such information is intended to show recent historic information and is not intended to indicate future or continuing trends. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District.

The Series 2021 A Bonds shall not be or constitute an indebtedness of the District within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Net Revenues of the System, on parity with the outstanding Prior Bonds, and from the funds on deposit in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account therein, and the Series 2021 A Reserve Policy pledged thereto, with respect to the Series 2021 A Bonds and the unexpended proceeds of the Series 2021 A Bonds, all as herein provided.

Municipal Bond Insurance Policy

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Series 2021 A Bonds or the advisability of investing in the Series 2021 A Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE", "APPENDIX I - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimated," "forecasted," "intended," "expected," "anticipated," "projected" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. For a discussion of certain of such risks and possible variations in results, see the information under "INVESTMENT CONSIDERATIONS" herein.

YOU SHOULD MAKE YOUR OWN DECISION WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. THE DISTRICT IS RELYING ON AN EXEMPTION FROM REGISTRATION BY QUALIFICATION UNDER THE WEST VIRGINIA SECURITIES ACT.

The Resolution (as defined herein) has not been qualified under the Trust Indenture Act of 1939, as amended because of available exemptions therefrom.

The information on any third-party website referenced in this Official Statement, which may be in the form of a hyperlink, has been provided by such third party, and the District makes no representation as to the accuracy or completeness thereof. Unless specified otherwise, such information or links contained in any such third-party website are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12.

THE FOLLOWING SENTENCE HAS BEEN PROVIDED BY THE UNDERWRITER FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

The Series 2021 A Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency has determined or confirmed the accuracy of this Official Statement.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021 A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$16,055,000
PUTNAM PUBLIC SERVICE DISTRICT
WATER REFUNDING REVENUE BONDS
SERIES 2021 A (TAX-EXEMPT)

INTRODUCTION

This Official Statement, including the cover page and appendices, is provided for the purpose of setting forth certain information concerning Putnam Public Service District, West Virginia (the "District"), the District's water distribution and treatment system hereinafter described and the District's $16,055,000 Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"). The Series 2021 A Bonds are being issued pursuant to the Constitution and laws of the State of West Virginia (the "State"), specifically Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution adopted by the Public Service Board (the "Board") of the District on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the District on May 27, 2021 (the "Supplemental Resolution") and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Board (the "Certificate of Determinations" and, together with the Bond Resolution and the Supplemental Resolution, the "Resolution"). Capitalized terms not defined herein shall have the meanings set forth in the Resolution. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION". The District owns and operates an existing water distribution and treatment system (together with all future extensions, improvements, or betterments, the "System" as hereinafter more fully described).

The proceeds of the Series 2021 A Bonds shall be used to provide funds to (i) currently refund the District's outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); (ii) finance all or a portion of the costs of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, a water plant filtration upgrade and several line replacement projects (the "Project"); (iii) fund the Series 2021 A Bonds Reserve Account (defined herein) through the purchase of a municipal bond debt service reserve insurance policy (the "Series 2021 A Reserve Policy") from Build America Mutual Assurance Company ("BAM"); (iv) pay the premium for a municipal bond insurance policy (the "Series 2021 A Insurance Policy") from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) pay costs of issuance of the Series 2021 A Bonds and related costs. The District expects to pay-off the RUS Bonds on or about June 29, 2021.

The District also has certain other prior bonds outstanding with a lien on the Net Revenues (as defined in the Resolution) of the System, which will be on a parity with the Series 2021 A Bonds as to liens, pledge and source of security for payment. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION." The following bonds (the "Prior Bonds") are payable from the Net Revenues of the System (outstanding principal balances are as of June 30, 2020 unless otherwise noted):

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000, of which $5,697,194 was outstanding as of June 30, 2020 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000, of which $2,885,000 was outstanding as of June 30, 2020 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000, of which $1,257,195 was outstanding as of June 30, 2020 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000, of which $360,162 was outstanding as of June 30, 2020 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000, of which $57,443 was outstanding as of June 30, 2020 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds").

The Prior Bonds are payable from and secured by a first lien on the Net Revenues of the System.

The Series 2021 A Bonds are payable from and secured by the Net Revenues derived from the System on parity with the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds is also secured by the moneys on deposit in the Series 2021 A Bonds Sinking Fund, including the Series 2021 A Bonds Reserve Account therein. The Series 2021 A Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations, and the District shall not be obligated to pay the Series 2021 A Bonds or premium, if any, or the interest thereon except from such Net Revenues and such funds on deposit. See "SECURITY FOR THE SERIES 2021 A BONDS." Additionally, the payment of the principal of and interest on the Series 2021 A Bonds when due will be guaranteed under the Series 2021 A Municipal Bond Insurance Policy to be issued by BAM. See "BOND INSURANCE" and "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

The District also owns and operates an existing sanitary sewer collection and treatment system (the "Sewer System"). Neither the assets of, nor the revenues from, the Sewer System are pledged to, or may be utilized for, the payment of principal of, premium, if any, or interest on, the Series 2021 A Bonds, the Prior Bonds, or any Additional Parity Bonds. Operating expenses and overhead of the District are allocated between the System and the Sewer System.

For a further description of the System, see "APPENDIX B – THE DISTRICT AND THE SYSTEM".

Pursuant to the Resolution, the District has covenanted and agreed that the schedule or schedules 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, as that term is defined in the Resolution, of the System and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service, as that term is defined in the Resolution, on the Series 2021 A Bonds, and all obligations issued on a parity with or junior to the Series 2021 A Bonds, including the Prior Bonds and any Additional Parity Bonds issued after the issuance of the Series 2021 A Bonds. See "SECURITY FOR THE SERIES 2021 A BONDS – Rate Covenant" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION".

The Series 2021 A Bonds will be dated, will mature, will bear interest and will be subject to redemption prior to maturity as more fully described on the cover page and under the heading "THE SERIES 2021 A BONDS" herein. The Series 2021 A Bonds initially will be maintained under a book-entry system. So long as the Series 2021 A Bonds are maintained under a book-entry system, the manner of payment, the denominations, the transfer and exchange of ownership and the method of providing notice of redemption to the owners of the Series 2021 A Bonds shall be determined as described under "THE SERIES 2021 A BONDS - Book-Entry Only System" herein. See also "APPENDIX G - BOOK-ENTRY ONLY SYSTEM" herein. If the book-entry system is discontinued, principal of, interest, and premium, if any, on the Series 2021 A Bonds will be payable by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (the "Bond Commission" or the "Paying Agent"), to the owners thereof at the addresses appearing in the books kept by United Bank, Charleston, West Virginia, as registrar (the "Registrar"). For further information describing the method of payment and other matters in the event the book-entry system is discontinued, see "THE SERIES 2021 A BONDS" herein.

For a description of the exclusion of interest on the Series 2021 A Bonds from gross income for federal income tax purposes and the exclusion of interest on the Series 2021 A Bonds from gross income for state income tax purposes, see "TAX MATTERS" herein.

The District may issue additional bonds on parity with the Prior Bonds and the Series 2021 A Bonds for the purpose of financing the cost of the design, acquisition, construction and equipping of extensions additions, improvements and betterments to the System, refunding the Series 2021 A Bonds, refunding any or all of the Prior Bonds, or any or all Additional Parity Bonds issued after the issuance of the Series 2021 A Bonds, or to pay claims which may exist against the revenues or facilities of the System, or all of such purposes subject, in each case, to certain tests and conditions provided for by the Resolution. See "SECURITY FOR THE SERIES 2021 A BONDS - Additional Parity Bonds" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Brief descriptions of the Series 2021 A Bonds, the Resolution, the District and certain provisions of the Resolution and the Act are set forth in this Official Statement, as well as other information contained in the appendices hereto. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Resolution, provisions of the Act and other applicable laws of the State are qualified in their entirety by reference to each such document or law. References herein to the Series 2021 A Bonds are qualified in their entirety by reference to the form thereof included in the Resolution and the information with respect thereto included in the aforesaid documents. Capitalized terms used and not otherwise defined in this Official Statement shall have the respective meanings given them in the Resolution. Copies of the Resolution and other applicable documents may be obtained from the District or, during the period of offering the Series 2021 A Bonds, from the Underwriter.

Bond Insurance

Payments of principal of and interest on the Series 2021 A Bonds when due for payment and unpaid by reason of nonpayment under the circumstances hereinafter described, including any such payment of principal or interest made to any Registered Owner of Series 2021 A Bonds which has been recovered from such registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, non-appealable order of a court having competent jurisdiction, will be insured by a municipal bond insurance policy to be issued by BAM. See "BOND INSURANCE" and "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

THE SERIES 2021 A BONDS

General

The Series 2021 A Bonds shall be dated the date of delivery, and shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date (defined herein) but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 A Bonds has been paid, from the date thereof; provided however, that if, as shown by the records of the Registrar, interest on such Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in exchange for Series 2021 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 A Bonds surrendered. The Series 2021 A Bonds will bear interest from their date, payable semiannually on each June 1 and December 1, commencing December 1, 2021, upon original issuance, at the rates per annum and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest accruing on the Series 2021 A Bonds shall be payable by check or draft mailed by the Bond Commission to the Registered Owner as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of the Series 2021 A Bonds, that special record date to be fixed by the Registrar by notice given to the Registered Owners not less than ten (10) days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the District maintained by the Registrar, or at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least five (5) days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender for payment at the office of the Paying Agent, in Charleston, West Virginia.

The Series 2021 A Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof for any year of maturity. The Series 2021 A Bonds initially shall be maintained under a book-entry system; Beneficial Owners shall have no right to receive physical possession of the Series 2021 A Bonds and payments of principal of, redemption price if any, and interest on the Series 2021 A Bonds will be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein. If the book-entry system is discontinued, interest on the Series 2021 A Bonds will be payable by check or draft made payable and mailed to the owners thereof at the addresses appearing in the books kept by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date"). If the book-entry system is discontinued, principal of and premium, if any, on the Series 2021 A Bonds will be payable to the owner thereof upon surrender thereof at the office of the Paying Agent.

Optional Redemption

The Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the District on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the District and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

So long as the Series 2021 A Bonds are maintained under a book-entry system, the selection of individual ownership interests in the Series 2021 A Bonds to be credited with any partial redemption shall be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

Mandatory Sinking Fund Redemption

The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1, 2041, June 1, 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

So long as the Series 2021 A Bonds are maintained under a book-entry system, the selection of individual ownership interests in the Series 2021 A Bonds to be credited with any partial redemption shall be made as described in "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

Notice of Redemption

Unless waived by any Registered Owner of the Series 2021 A Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the District by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the applicable Bond Insurer, if any, and the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Registrar. Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of any proceedings for the redemption of the Series 2021 A Bonds, and failure to mail such notice shall not affect the validity of any such proceedings for the redemption of any portion of the Series 2021 A Bonds for which there was no failure. After notice of redemption has been given in the manner hereinabove and in the Resolution described, and moneys necessary therefor have been deposited with the Paying Agent, the Series 2021 A Bonds specified in such notice shall on the date fixed for redemption be deemed paid, and interest thereon shall cease to accrue.

Book-Entry Only System

The Series 2021 A Bonds will be issued as fully registered Series 2021 A Bonds without coupons, in denominations of $5,000 or any integral multiples thereof for any year of maturity. Interest on the Series 2021 A Bonds shall be payable by check or draft made payable and mailed by the Paying Agent, to the Registered Owner thereof as of the applicable Record Date (each May 15 and November 15) or, at the option of any Registered Owner of $1,000,000 or more of the Series 2021 A Bonds, by electronic or wire transfer to a domestic bank account specified in writing at least five (5) days prior to the Record Date by such Registered Owner. Principal of, and interest and premium, if any, on, the Series 2021 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender thereof at the principal corporate trust office of the Paying Agent.

Ownership of any Series 2021 A Bond may be transferred only by transfer of registration presented to the Registrar by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney or legal representative. Upon any such transfer of a Series 2021 A Bond, there will be issued another Series 2021 A Bond or Series 2021 A Bonds, at the option of the Holder or transferee, of the aggregate principal amount equal to the unpaid amount of the transferred Series 2021 A Bond and of the same series, interest rate and maturity of said transferred Series 2021 A Bond. For every exchange or transfer of Series 2021 A Bonds, the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer. Any applicable tax, governmental charge or charge to reimburse the Registrar for any tax or governmental charge shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 A Bonds that have been called for redemption.

Purchasers of the Series 2021 A Bonds will not receive certificates representing their interests in the Series 2021 A Bonds purchased. The Series 2021 A Bonds are available in book-entry form only and will be registered in the name of "Cede & Co." See "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein. So long as Cede & Co. is the registered owner of the Series 2021 A Bonds as nominee of The Depository Trust Company, New York, New York ("DTC"), references herein to the Bondholders or registered owners of the Series 2021 A Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2021 A Bonds.

The District cannot or does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series 2021 A Bonds (1) payments of principal of or

interest and premium, if any, on the Series 2021 A Bonds, (2) confirmation of beneficial ownership interest in the Series 2021 A Bonds, or (3) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2021 A Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "rules" applicable to DTC are on file with the Securities and Exchange Commission, and the current "procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the District nor the Paying Agent shall have any responsibility or obligation to any Direct Participant, Indirect Participant, Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Participant, (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption price of or interest on the Series 2021 A Bonds, (3) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Resolution to be given to Bondholders, or (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2021 A Bonds.

FINANCING PLAN

The proceeds of the Series 2021 A Bonds will be used, together with other available funds, as follows: (i) to finance the costs of currently refunding the RUS Bonds; (ii) finance all or a portion of the costs of the Project; (iii) to fund the Series 2021 A Bonds Reserve Account through the purchase of the Series 2021 A Reserve Policy from BAM; (iv) to pay the premium for the Series 2021 A Insurance Policy from BAM to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) to pay costs of issuance of the Series 2021 A Bonds and related costs. The District expects to pay-off the RUS Bonds on or about June 29, 2021.

Sources and Uses of Funds

Sources of Funds:	
Principal Amount of Series 2021 A Bonds	$16,055,000.00
Net Reoffering Premium	138,535.70
Total Sources	$16,193,535.70
Uses of Funds:	
Project Fund	$ 5,000,000.00
Payment of RUS Bonds	10,679,058.61
Costs of Issuance [(1)]	514,477.09
Total Uses	$16,193,535.70

(1) Includes Series 2021 A Insurance Policy premium, Series 2021 A Reserve Policy premium, bond counsel fees, underwriter's discount and underwriter's counsel fees, rounding amount, registrar's fee and other miscellaneous expenses relating to the issuance of the Series 2021 A Bonds.

SECURITY FOR THE SERIES 2021 A BONDS

The Series 2021 A Bonds are special obligations of the District and are payable as to principal, premium, if any, and interest solely from the sources described below. The District is under no obligation to pay the Series 2021 A Bonds except from said sources.

Sources of Payment

The payment of the debt service on the Series 2021 A Bonds shall be secured forthwith equally and ratably by a first lien on and pledge of the Net Revenues derived from the operation of the System on parity with each other and the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds is also secured by the funds on deposit in the Series 2021 A Bonds Sinking Fund, including the Series 2021 A Bonds Reserve Account

therein, and the Series 2021 A Reserve Policy pledged thereto. See "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein. The Net Revenues derived from the System are irrevocably pledged to the payment of the principal of and interest on the Prior Bonds and the Series 2021 A Bonds as the same become due and for the other purposes provided in the Resolution. See "APPENDIX H – ANNUAL DEBT SERVICE FOR PRIOR BONDS AND SERIES 2021 A BONDS" herein. The District has covenanted that the Net Revenues shall be sufficient (1) to pay the principal of and interest on the Prior Bonds, (2) to make the payments into the Series 2021 A Bonds Sinking Fund, (3) to make the payments into the Series 2021 A Bonds Reserve Account and the Prior Bonds Reserve Accounts, and (4) to make all other payments provided for in the Resolution, including payment of all Operating Expenses of the System. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Rate Covenant

Pursuant to the Resolution, the District covenants and agrees that the schedule or schedules 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 (as such term is defined in the Resolution) of the System and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service (as such term is defined in the Resolution) on the Series 2021 A Bonds, and all obligations issued on a parity with the Series 2021 A Bonds, including the Prior Bonds. Such schedule of rates and charges shall be changed and adjusted, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. See "APPENDIX F- FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

The District is required to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within ninety (90) days following a determination of an Independent Certified Public Accountant (as such term is defined in the Resolution) that less than the above required coverage exists or in the event that the annual audit report shows less than the above required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Series 2021 A Bonds Reserve Account

The Series 2021 A Bonds Reserve Requirement is $762,662.50, which is equal to the maximum amount of principal and interest which will become due on the Series 2021 A Bonds in any Fiscal Year, being the least of (i) 10% of the original stated principal amount of the Series 2021 A Bonds; (ii) the maximum amount of principal and interest which will become due on the Series 2021 A Bonds in any Fiscal Year; or (iii) 125% of the average amount of principal and interest which will become due on the Series 2021 A Bonds. The District will obtain the Series 2021 A Reserve Policy from BAM in the amount equal to the Series 2021 A Bonds Reserve Requirement which shall be pledged to the Series 2021 A Bonds Reserve Account. In the event funds in the Series 2021 A Bonds Sinking Fund are insufficient to pay the principal of and/or interest on the Series 2021 A Bonds, the Paying Agent shall submit a Notice of Nonpayment to BAM, which will, pursuant to the Series 2021 A Reserve Policy, pay the Paying Agent sufficient amounts to make payments of principal of and/or interest on the Series 2021 A Bonds as the same becomes due, subject to the Series 2021 A Reserve Policy. If the Series 2021 A Reserve Policy is not in effect, the Paying Agent shall withdraw cash from the Series 2021 A Bonds Reserve Account for transfer to the Series 2021 A Bonds Sinking Fund

Information with respect to BAM and the Series 2021 A Reserve Policy is set forth in "BOND INSURANCE" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" herein. Under the Series 2021 A Reserve Policy, the District is required to repay any draws upon the Series 2021 A Reserve Policy and any administrative expenses incurred by BAM, together with interest on the draws and the administrative expenses (collectively, the "Policy Costs"). Repayment of the Policy Costs must commence in the first month following each draw on the Series 2021 A Reserve Policy, and each monthly payment must be in an amount at least equal to 1/12th of the aggregated Policy Costs related to such draw.

The amount available under the Series 2021 A Reserve Policy will be reduced by, and to the extent of, any payment made pursuant to the Series 2021 A Reserve Policy. Amounts equal to Policy Costs paid to BAM, will be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Series 2021 A Reserve Policy will be increased by a like amount, subject to the terms of the Series 2021 A Reserve Policy. All cash and investments, if any, in the Series 2021 A Bonds Reserve Account shall be transferred to the Series 2021 A Bonds Sinking Fund for payment of the debt service on the Series 2021 A Bonds before any draw may be made on the Series 2021 A Reserve Policy. The District does not expect there to be any cash or investments in the Series 2021 A Bonds Reserve Account.

If the Series 2021 A Reserve Policy is not in effect, in the event of a transfer from the Series 2021 A Bonds Reserve Account to the Series 2021 A Bonds Sinking Fund as aforesaid, the District shall restore the balance to the Series 2021 A Bonds Reserve Account in an amount up to the Series 2021 A Bonds Reserve Requirement. The transfer of any cash by the District from the Series 2021 A Bonds Reserve Account to the Series 2021 A Bonds Sinking Fund shall be replenished over twelve (12) equal monthly payments.

The District's obligation to repay the Policy Costs or to otherwise replenish the Series 2021 A Bonds Reserve Account will be secured only by the Net Revenues derived from the System and the funds on deposit in the Renewal and Replacement Fund.

The District shall be required to replace the Series 2021 A Reserve Policy, or fund the Series 2021 A Bonds Reserve Account with cash, only in the event that BAM, or its successor or assign, ceases to be licensed by at least one state of the United States of America to provide such Series 2021 A Reserve Policy or similar insurance product. In such event, the District shall have twelve (12) months after becoming aware of such event to either provide a new municipal bond debt service reserve insurance policy for, or deposit sufficient cash in, the Series 2021 A Bonds Reserve Account to satisfy the Series 2021 A Bonds Reserve Requirement therefor.

Renewal and Replacement Fund

The District is required after the payments into the Series 2021 A Bonds Sinking Fund and the sinking funds created for the Prior Bonds and after the payment of Operating Expenses, on the first day of each month, commencing with the first month in which interest is payable from the Revenue Funds, to transfer to the Renewal and Replacement Fund a sum equal to two and one half percent (2½%) of the Gross Revenues each month, exclusive of any payments for the Series 2021 A Bonds Reserve Account in the Series 2021 A Bonds Sinking Fund and the reserve accounts in the sinking funds of the Prior Bonds.

Withdrawals and disbursements from the Renewal and Replacement Fund shall be made (a) to pay the reasonable costs of replacements, emergency repairs, improvements or extensions to the System; or (b) to make up any deficiency in the Reserve Accounts.

Working Capital Reserve

Pursuant to Chapter 24, Article 1, Section 1(k) of the State Code effective June 12, 2015, the System is required to ". . . maintain a working capital reserve in an amount of no less than one eighth of actual annual operation and maintenance expense." The District has, as required by State law, adopted a budget for the System for the 2021-2022 fiscal year that includes the required working capital reserve. The District will budget for the working capital reserve in future fiscal years. In the event that any audited or un-audited year-end financial statement of the System shall find that the working capital reserve for such fiscal year was insufficient, such finding shall not be a default on the Series 2021 Bonds.

Application of Revenues

The entire Gross Revenues derived from the operation of the System shall be deposited by the District in the Revenue Fund and shall be disposed of only in the following manner and order of priority:

(1) The District shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.

(2) The District shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay interest on the Prior Bonds; and (ii) to the Commission commencing seven (7) months prior to the first interest payment date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than seven (7) months, then such monthly payments shall be decreased or increased proportionately to provide, one (1) month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2021 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund.

(3) The District shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay principal on the Prior Bonds; and (ii) to the Commission commencing thirteen (13) months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund and in the Series 2021 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than thirteen (13) months (or seven (7) months if the Series 2021 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, one (1) month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

(4) The District shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2021 A Bonds Reserve Account an amount sufficient to remedy any decrease in value of the Series 2021 A Bonds Reserve Account below the Series 2021 A Bonds Reserve Account Requirement or any withdrawal from the Series 2021 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 A Bonds Reserve Account is less than the Series 2021 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2021 A Bonds Reserve Account for deposit into the Series 2021 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 A Bonds Reserve Account to an amount equal to the Series 2021 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2021 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than six (6) equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 A Bonds Reserve Account, such shortfall shall be replenished by not less than

twelve (12) equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2021 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2021 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2021 A Bonds when due, jointly, and pro rata, when amounts in the Series 2021 A Bonds Sinking Fund are insufficient therefore and for no other purpose.

(5) The District shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the Prior Bonds, the Series 2021 A Bonds and any parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Enforcement of Collections

The District covenants in the Resolution to 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 and 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 (the "Commission" or the "PSC") or other laws of the State. The District covenants and agrees in the Resolution that it will, subject to the laws of the State and regulations of the Commission, discontinue services to all delinquent users of services and facilities of the System, until such delinquent amounts, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the Commission regulations has been entered. See "STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES," "APPENDIX B – THE DISTRICT AND THE SYSTEM" and "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION" herein.

Additional Parity Bonds

So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. In addition, no Additional Parity Bonds, as defined in the Resolution, payable out of the Net Revenues of the System shall be issued after the issuance of the Series 2021 A Bonds pursuant to the Resolution, except under the conditions and in the manner therein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant to the Resolution, or refunding the Prior Bonds, to pay claims which may exist against the revenues or facilities of the System, or all of such purposes.

So long as the Prior Bonds are Outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any twelve (12) consecutive months, within the eighteen (18) months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2021 A Bonds then Outstanding;

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

(4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the District shall be permitted to issue bonds which refund any Outstanding Series 2021 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds, if, prior to the issuance of such refunding bonds, the District shall have provided: (i) a verification report of the Independent Certified Public Accountants concluding that present value debt service savings shall be realized by the District as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds Outstanding after such refunding;

(2) The Series 2021 A Bonds Outstanding after such refunding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in the Resolution which shall be Outstanding following such refunding; and

(4) The Additional Parity Refunding Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years," as that term is used in the computation provided in the above paragraph, shall include the increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Parity Bonds and any increase in rates adopted by the District, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of an Independent Certified Public Accountant, procured by the District prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period hereinabove 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 Accountant as stated in a certificate, on account of increased rates, rentals, fees and charges for the System adopted by the District, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System

on a parity with the Series 2021 A Bonds, and all the covenants and other provisions of the Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2021 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds (except for the Series 1987 B Bonds and the Series 1990 B Bonds, which are Second Lien Bonds), regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net Revenues, without preference of any Bond over any other. The District shall comply fully with all the increased payments into the various funds and accounts created by the Resolution required for and on account of such Additional Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to the Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The District shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Net Revenues, with the Series 2021 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in the Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in the Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the District states that the District was not in compliance with the rate covenant in the Resolution for the year being audited and the District has, as required by the Resolution, initiated the process of implementing a rate increase sufficient to comply with the Resolution, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of Resolution, so as to prevent the District from issuing Additional Parity Bonds.

Notwithstanding any other provisions set forth in the Resolution, the District may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded. See "APPENDIX F – FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION".

BOND INSURANCE

The District has applied to, and executed commitments from, BAM for the issuance, concurrently with the issuance of the Series 2021 A Bonds, of the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy. Information regarding BAM, the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy, specifically including in this section, "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY," has been furnished by BAM for inclusion in this Official Statement. No representation is made by the District nor the Underwriter as to the accuracy, completeness or adequacy of such information or as to the absence of material adverse changes in the condition of BAM. Reference is made to "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY," and "APPENDIX J – SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY" for specimens of the Series 2021 A Insurance Policy and the Series 2021 A Reserve Policy, which should be read in their entirety.

Bond Insurance Policy

Concurrently with the issuance of the Series 2021 A Bonds, BAM will issue the Series 2021 A Insurance Policy for the benefit of the holders of the Series 2021 A Bonds. The Series 2021 A Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2021 A Bonds when due as set forth in the form of the Series 2021 A Insurance Policy included as an appendix in this Official Statement.

The Series 2021 A Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Build America Mutual Assurance Company

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Series 2021 A Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Series 2021 A Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Series 2021 A Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Series 2021 A Bonds, nor does it guarantee that the rating on the Series 2021 A Bonds will not be revised or withdrawn.

Capitalization of BAM.

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2021 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $477.7 million, $156.4 million and $321.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Series 2021 A Bonds or the advisability of investing in the Series 2021 A Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM.

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the District of or the Underwriter for the Series 2021 A Bonds, and the District and Underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Series 2021 A Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Series 2021 A Bonds, whether at the initial offering or otherwise.

THE DISTRICT AND THE SYSTEM

The District is a public corporation and political subdivision created under authority of The County Commission of Putnam County, West Virginia (the "County Commission"), on September 2, 1959 (then known as Teays Valley Public Service District), pursuant to Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended. The District's Public Service Board is composed of three members appointed by the County Commission. The District is responsible for providing water distribution and treatment services for an area totaling 14.785 square miles in Putnam County. For a more detailed description of the service area of the District, see "APPENDIX B – THE DISTRICT AND THE SYSTEM – Service Area." The District serves approximately 9,223 residential and 614 commercial/other customers, as of June 30, 2020.

For additional information regarding the County, see "APPENDIX A – ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING PUTNAM COUNTY, WEST VIRGINIA" herein. For information regarding the District and the System, see "APPENDIX B – THE DISTRICT AND THE SYSTEM" herein.

STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES

State Utility Regulation

In West Virginia, public service districts providing water and sewer service are subject to regulatory oversight by the Public Service Commission of West Virginia (the "PSC"). Such regulatory oversight includes, but is not limited to, regulation of measurements, practices, acts or services, regulation of the submission of tariffs, regulation of rates and charges, adjudication of service territory disputes and regulation of the construction of

projects.

The PSC's regulatory oversight has been limited as the result of legislation enacted by the West Virginia Legislature in March 2015, which was further clarified through additional legislation enacted by the West Virginia Legislature in March 2017 (collectively, the "2015 Legislation"). Among other regulatory changes, the 2015 Legislation amended:

(i) West Virginia Code Section 16-13A-25 to give all public service districts "plenary power to borrow money, enter into contracts for the provision of engineering, design or feasibility studies, issue or contract to issue revenue bonds . . . .";

(ii) West Virginia Code Section 24-2-11 to provide that a public service district providing water, sewer and/or stormwater services and having at least 4,500 customers and annual gross combined revenues of $3 million or more is not required to obtain a certificate of public convenience and necessity from the PSC for the construction of public utility assets which are outside of "the usual course of business"; and

(iii) West Virginia Code Section 16-13A-9 to provide that a public service district "with at least 4,500 customers and annual combined gross revenue of $3 million or more from its separate or combined services" may establish its rates without regulatory oversight by the PSC.

Public service districts providing potable water and/or sanitary sewer service which have "at least 4,500 customers" and "annual combined revenue of $3,000,000 or more" from such potable water and sewer systems are considered "Exempt Utilities."

As a result of the 2015 Legislation and satisfying the requirements to be an "Exempt Utility," the District was specifically exempted from PSC regulation and approval of:

(i) Amendments and modifications to rates and charges of the System; and

(ii) The requirement to obtain prior PSC approval for construction of capital projects which are outside "the normal course of business."

With respect to those issues related to the District over which the PSC has regulatory oversight, such as customer complaints and inter-utility agreements, the PSC has two levels of review. Most cases are initially assigned to an administrative law judge ("ALJ") for decision. The PSC employs a "staff" comprised of engineers, lawyers, and financial analysts (the "Staff") to review cases and make recommendations. The District is also permitted to make recommendations, as are other parties who are granted "intervenor" status. The ALJ may conduct an evidentiary hearing, at which evidence is presented and witnesses for all parties may be cross-examined, after which a recommended decision is issued. Any party to the underlying proceeding, including a party granted intervenor status, may take exception to the recommended decision of the ALJ, in which case the matter is referred to the full PSC for decision.

The PSC is comprised of three individuals appointed by the Governor, and confirmed by the State Senate, for staggered six-year terms. West Virginia Code Section 24-1-3 provides that one of the PSC Commissioners must be a lawyer licensed in West Virginia. The current composition of the PSC may be found at http://www.psc.state.wv.us/Bios/default.htm. The PSC also employs lawyers and financial analysts who work specifically for the PSC and are distinctly separate from the Staff.

Rate Modification Procedure

Pursuant to West Virginia Code Sections 16-13A-9, 24-2-1, 24-2-2, 24-2-3, and 24-2-4a the District is not required to obtain PSC approval to modify rates. West Virginia Code Section 16-13A-9 requires the District to provide its customers advance notice of a decision by the District to modify rates. Once the District provides the notice, West Virginia Code Section 16-13A-9 requires that the District read the proposed modified rates, fees, and charges at two meetings with at least two weeks intervening between each meeting. The District must also conduct a public hearing with, or following, the second reading. Once the District's Public Service Board approves the modified rates, West Virginia Code Section 16-13A-9 requires the District to forward the increased rates to the County Commission for review. Upon receiving the modified rates, the County Commission may reject,

modify or approve the increased rates within 45 days. If the County Commission takes no action on the request for modified rates within the 45-day period, the rate modification is considered approved. If the County Commission decides to approve the modified rates, the rates go into effect 45 days following approval by the County Commission. The County Commission may waive the 45-day waiting period if it makes a finding, which is approved by vote of the County Commission in a public meeting, that the District is in financial distress such that the 45-day waiting period would be detrimental to the ability of the District to deliver continued and compliant public services. Should the County Commission reject the modified rates, the District's modified rates WILL NOT go into effect. Should this happen, the District has no other option for modifying its rates, nor does it have recourse through the PSC. West Virginia Code Section 24-2-1 specifically provides, however, **"[i]n the event that [the District] has a deficiency in either its bond revenue or bond reserve accounts, or is otherwise in breach of a bond covenant, the bond holder may petition the Public Service Commission for such redress as will bring the accounts to current status or otherwise resolve the breached covenant, and the commission shall have jurisdiction to fully resolve the alleged deficiency or breach."**

Resolution to Approve Projects "Outside the Normal Course of Business"

Since the District satisfies the customer and gross revenue thresholds for West Virginia Code Section 24-2-11, the District 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 which are "outside the normal course of business." The District may issue bonds and undertake "normal course of business" construction projects without PSC oversight. For construction projects which are "outside the normal course of business," however, the District is required to enact, following customer notice and a public hearing, a "Project Resolution."

Enactment of a Project Resolution requires a minimum of four to six weeks, including pre-enactment notice of the proposed capital project and any change in rates and charges associated with the capital project. The Board of the District must have two readings of a Project Resolution, separated by not less than fourteen (14) days, with a public hearing prior to the second reading. Pre-enactment notice of the capital project and any associated change in rates and charges must be provided to the District's customers with the billing statement in the calendar month prior to the calendar month in which the public hearing on the Project Resolution is held.

Recent Court Decision Regarding Scope of PSC Authority over Exempt Utilities

The scope of regulatory authority of the PSC over Exempt Utilities has been effectively enlarged by a recent court decision. Specifically, in SWVA v. Huntington Sanitary Board, *et. al.*, Case Number 17-0120 (Memorandum Decision, December 14, 2017), the Supreme Court of Appeals of West Virginia held, among other things, that the PSC retains jurisdiction over, and is the proper venue for, complaints by customers of such large public water and sewer utilities for failure to satisfy statutorily mandated public notice requirements for approval by the Exempt Utility's governing body of (1) amendments and modifications of rates and charges for public water and public sewer systems; and (2) construction of projects for public water and/or sewer systems which are "outside of the normal course of business." Accordingly, while the changes to the state regulatory structure through the 2015 Legislation result in significant savings of both time and expense for the District when pursuing both rate increases and capital projects, SWVA v. Huntington Sanitary Board, et al. created some uncertainty regarding the extent to which the regulatory jurisdiction of the PSC has been reduced.

Retail Customer Collection Process

The 10-year average of uncollectible accounts is approximately 2.0% of invoices issued for utility services.

The District employs a regimented collection protocol, including written reminder notices, phone calls, emails and texts to customers with late accounts. Upon default, and pursuant to tariff and state law, the District will physically terminate water service for a past due account. Reactivation of service occurs only upon full payment of the account and a deposit made as guarantee against future service billing. Pursuant to District policy and state law, the District offers payment arrangements in hardship cases. No free service, however, is offered or provided to any customer, private or public.

New customers must provide a security deposit before service is provided. The deposit is held for a minimum of one (1) year and, if the account is and has been current, it is returned as a credit on a bill. In the case of unpaid final bill balances, with which there is no active customer account, the accounts are referred to a third-party collection agency thirty (30) days after the bill is past due.

Resale Customer Collection Process

The PSC has jurisdiction over collection issues between utilities. Accordingly, in the event that any of the Resale Customers becomes delinquent, the PSC is the appropriate venue for the District to seek redress. The PSC has the authority to order the rates of the customers of a Resale Customer increased and/or the imposition of a surcharge on the customers of the Resale Customer in order to assure the full payment to the District. The District does not have the ability to terminate service to any Resale Customer without PSC approval.

INVESTMENT CONSIDERATIONS

COVID-19

The spread of the coronavirus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019" ("COVID-19") has been declared a pandemic by the World Health Organization. COVID-19 is currently altering the behavior of individuals and businesses in a manner that is having negative effects on global, national, and local economies. State and local governments, including the state of West Virginia, have announced orders, recommendations and other measures intended to slow the spread of COVID-19, including the closing of businesses and stay-at-home orders. These COVID-19 measures are changing rapidly, often daily, and in some cases, multiple times in a single day. As a result, unemployment claims are accelerating in many areas due to these developments.

On March 23, 2020, West Virginia Governor Jim Justice issued Executive Order 9-20 (the "Stay-At-Home Order") which, with certain exceptions that include, but are not limited to, essential infrastructure and critical infrastructure as more particularly described therein, ordered West Virginians to stay home whenever possible due to the presence of COVID-19 in the State. Since then, many businesses in West Virginia have been closed or have been required to implement restrictive measures with respect to the provision of goods and services. Many individuals in West Virginia are experiencing layoffs as a result of such closed or diminished businesses, and such loss of employment could result in permanent or long-term layoffs.

Additionally, on March 26, 2020, Governor Justice issued Executive Order 13-20, pursuant to which the date on which second-half 2019 ad valorem property taxes become delinquent was extended from April 1, 2020 to May 1, 2020. Subsequently, Governor Justice issued Executive Order No. 32-20 (the "Safer-At-Home Order"), and on May 4, 2020, it replaced the Stay-At-Home Order. More recently, though, on April 19, 2021, Governor Justice issued Executive Order No. 12-21, expressly terminating or otherwise rendering moot, multiple prior COVID-19 executive orders—including Executive Orders 9-20 and 32-20. As a result, the Stay-At-Home Order and the Safer-At-Home Order were terminated, effective as of 12:01 AM on April 20, 2021.

The District has not seen a decrease in water usage during the COVID-19 pandemic, although there have been a number of delinquent customer accounts during such time. The District has participated in a State of West Virginia program funded from moneys received by the State through the CARES Act, under which customers with delinquent bills were able to apply to the State for payment assistance, and the State would make payments directly to the District to apply to such delinquent accounts.

It is unknown how extensive the spread of the COVID-19 disease will be in West Virginia, or how long restrictions will remain in place. While the total adverse impact is currently unknown, COVID-19 could negatively impact the economic activity in the state of West Virginia and in Putnam County, which could negatively impact the amount of revenues available for payment of the Series 2021 A Bonds. Therefore, there can be no assurance that the spread of the COVID-19 will not adversely impact state and local economies.

Net Revenue Pledge

The Series 2021 A Bonds are secured solely by the Net Revenues of the System, on a parity with the Prior Bonds, and any hereafter issued Additional Parity Bonds. There can be no guarantee that current rates of the System will always produce revenue sufficient to first pay the operating expenses of the System and then pay the debt service on the Series 2021 A Bonds, the Prior Bonds, and any hereafter issued Additional Parity Bonds. The District has covenanted in the Resolution to raise the rates of the System if the Net Revenues of the System are not sufficient to provide 115% coverage of the maximum annual debt service of the Series 2021 A Bonds, the Prior Bonds, and any hereafter issued Additional Parity Bonds. Presently, under State law, any rate modification approved by the District must also be approved by the County Commission. Further discussion of rate review by the County Commission is set forth under the heading "STATE REGULATION, RATES, BILLING AND COLLECTION PROCEDURES" herein.

The District anticipates issuing additional bonds secured by the Net Revenues of the System, provided that the coverage and parity tests for the Series 2021 A Bonds, and the Prior Bonds are satisfied. The District is not required to obtain the consent of the owners of the Series 2021 A Bonds to the issuance of obligations secured by Net Revenues. However, the parity tests contained in the Resolution authorizing the Series 2021 A Bonds must be met in order for the District to issue additional obligations secured by Net Revenues.

The District also operates a sanitary sewer collection and treatment system. No revenues of the District's sanitary sewer collection and treatment system are pledged to, or available for, the payment of operating and interest expenses of the System or the payment of debt service on the Bonds.

Future Legislation

Current or future legislative proposals, if enacted into law, may cause interest on the Series 2021 A Bonds to be subject, directly or indirectly, to federal income taxation or otherwise prevent holders of the Series 2021 A Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Series 2021 A Bonds. Prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

It is not an event of default on the Series 2021 A Bonds if any legislation is enacted reducing or eliminating the exclusion of interest on state and local government bonds from gross income for federal income tax purposes or adversely impacting the tax treatment of such bonds for State tax purposes.

Working Capital Fund

The 2015 Legislation amended West Virginia Code Section 24-1-1 to provide: "an adequate cash working capital fund is essential to allow water and sewer utilities that are political subdivisions of the state to deliver continuous and compliant service." As such, West Virginia Code Section 24-1-1 requires the District to "maintain a working capital reserve in an amount of no less than one eighth of actual annual operation and maintenance expense" (the "Working Capital Reserve"). The funds in the Working Capital Reserve are separate and apart from the 2.5% of net revenues that water and sewer utilities, such as the District, with outstanding long-term debt are generally required to maintain in a "Renewal and Replacement Fund" or "Depreciation Account" each month. West Virginia Code Section 24-1-1 specifically states that in calculating the Working Capital Reserve, the monthly contribution of 2.5% of the District's Net Revenues to the Renewal and Replacement Fund is not included.

Treatment of Renewal and Replacement Funds

Funding agencies in West Virginia require public service districts, pursuant to the terms of their outstanding bonds, to deposit 2.5% of net revenues in a "Renewal and Replacement Fund" or "Depreciation Account" each month. The purpose of this account is to provide monies for capital repairs and improvements, to construct extensions, and to make up the deficiencies in reserve funds. In recent years, the PSC has taken the position that while the deposits should be made into the account each month, such deposits are to be included in the calculation of the District's funds available for capital additions for the year. The PSC generally calculates funds available for capital additions by averaging capital additions for the last five years; provided, however, the PSC will consider a different calculation if the utility can demonstrate the need for a higher capital requirement. As a result, the District is not permitted to accumulate funds over multiple years to be used for unforeseen capital repairs and replacements, for needed extensions, or to replenish draws from the reserve funds as the account is to be utilized each year as part of the ongoing capital expenditures for the system. The District's inability to maintain funds for emergencies increases the likelihood of the District utilizing current revenues to pay for emergency repairs leaving insufficient funds to pay debt service on the Bonds.

Annual Audit

Pursuant to Chapter 6, Article 9 of the Code of West Virginia, 1931, as amended (the "Audit Act"), the State Auditor, as the chief inspector and supervisor of public offices (the "Chief Inspector") is charged with the responsibility of (1) formulating, prescribing and installing a system of accountability for all local units of government in West Virginia, including municipalities and boards of municipalities and (2) examining the financial affairs of every local government office or political subdivision and all boards, commissions, authorities, agencies or other offices. The District is the local government under the Audit Act. Accordingly, pursuant to Section 7 of the Audit Act, an audit of the District's finances must be accomplished by the Chief Inspector or any person appointed by him. The Chief Inspector has developed procedures which allow certain municipalities and boards of municipalities to obtain audit services from certain approved accounting firms. The District has been instructed by the Chief Auditor to procure audit services pursuant to such procedures. The procedures developed by the Chief Inspector to procure a CPA firm for the audit require written approval of all contracts and extensions to contracts by the Chief Inspector prior to the commencement of work on the audit by the CPA firm. Additionally, the Chief Inspector is authorized to unilaterally cancel any contract between the District and a CPA firm under certain conditions and elect to perform the audit. Accordingly, the actions or lack of actions of the Chief Inspector may adversely impact the ability of the selected CPA firm to timely complete the annual audited financial information required to be submitted to EMMA (defined herein) pursuant to the Continuing Disclosure Agreement. See "CONTINUING DISCLOSURE" herein. Additionally, the District has no power to require the Chief Inspector to take any action required under such procedures that would ensure the completion of the audit to meet the timely filing of such information.

Cybersecurity

The District is dependent on electronic information technology systems to deliver services. These systems may contain sensitive information or support critical operational functions which may have value for unauthorized purposes. As a result, the electronic systems and networks may be targets of cyberattack. There can be no assurance that the District will not experience an information technology breach or attack with financial consequences that could have a material adverse impact.

TAX MATTERS

General

In the opinion of Bond Counsel, under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2021 A Bonds (i) is excludable from gross income of the holders thereof for federal income tax purposes, assuming compliance with certain provisions described herein pertaining to the Code; (ii) is not a specific item of tax preference, under Section 57(a)(5) of the Code, in computing the federal alternative minimum tax imposed on individuals; and (iii) under the laws of the State of West Virginia, the Series 2021 A Bonds and the interest thereon shall be exempt

from taxation by the State of West Virginia, and the other taxing bodies of the state. See West Virginia Code Section 16-13A-21.

The opinions described in this section are subject to the condition that the District complies on a continuing basis with all requirements of the Code, and regulations thereunder that must be satisfied for interest on the Series 2021 A Bonds to be or continue to be excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements could cause the interest on the Series 2021 A Bonds to be included in the gross income of the recipients thereof for purposes of federal income taxation, including retroactively to the date of issuance of the Series 2021 A Bonds.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Series 2021 A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest on any Series 2021 A Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2021 A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2021 A Bonds might be affected as a result of such an audit of the Series 2021 A Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2021 A Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Series 2021 A Bonds or their market value.

Special Considerations With Respect to the Series 2021 A Bonds

The accrual or receipt of interest on the Series 2021 A Bonds may otherwise affect the federal income tax liability of the owners of the Series 2021 A Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Prospective purchasers should be aware of certain collateral consequences which may result under federal tax law for certain holders of the Series 2021 A Bonds: (i) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for losses incurred by 15 percent of the sum of certain items, including interest on the Series 2021 A Bonds, (ii) interest on the Series 2021 A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iii) passive investment income, including interest on the Series 2021 A Bonds, may be subject to federal income taxation under Section 1375 of the Code for an S Corporation that has Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such S Corporation is passive investment income, (iv) Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account in determining gross income receipts or accruals of interest on the Series 2021 A Bonds, and (v) receipt of investment income, including interest on the Series 2021 A Bonds, may, pursuant to Section 32(i) of the Code, disqualify the recipient from obtaining the earned income credit provided by Section 32(a) of the Code.

Backup Withholding

Interest paid on tax-exempt obligations such as the Series 2021 A Bonds is generally required to be reported by payors to the IRS and to recipients in the same manner as interest on taxable obligations. In addition, such interest may be subject to "backup withholding" if the Bondholder fails to provide the information required on IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the IRS has specifically

identified the Bondholder as being subject to backup withholding because of prior underreporting. Neither the information reporting requirement nor the backup withholding requirement affects the excludability of interest on the Series 2021 A Bonds from gross income for federal tax purposes.

Changes in Federal and State Tax Law

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2021 A Bonds, including legislation, court decisions, or administrative actions, whether at the federal or state level, may affect the tax-exempt status of interest on the Series 2021 A Bonds or the tax consequences of ownership of the Series 2021 A Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions which could directly or indirectly reduce the benefit of the exclusion of the interest on the Series 2021 A Bonds from gross income for federal income tax purposes or any state tax benefit. Tax reform proposals and deficit reduction measures, including the limitation of federal tax expenditures, are expected to be under ongoing consideration by the United States Congress. These efforts to date have included proposals to reduce the benefit of the interest exclusion from income for certain holders of tax-exempt bonds, including bonds issued prior to the proposed effective date of the applicable legislation. Future proposed changes could affect the market value or marketability of the Series 2021 A Bonds, and, if enacted, could also affect the tax treatment of all or a portion of the interest on the Series 2021 A Bonds for some or all holders. Holders should consult their own tax advisors with respect to any of the foregoing tax consequences.

In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2021 A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2021 A Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2021 A Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2021 A Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Original Issue Discount

Original issue discount ("OID") is the excess, if any, of the stated redemption price at maturity over the issue price. The issue price is the initial offering price to the public, excluding underwriter and other intermediaries, at which price a substantial amount of the debt instrument was sold. The Series 2021 A Bonds maturing on June 1, 2028, June 1, 2036, June 1, 2046 and June 1, 2051 (the "Series 2021 A Discount Bonds"), were sold with OID. For federal income tax purposes, OID accrues to the owner of a Series 2021 A Discount Bond over the period to maturity based on the constant yield method, compounded annually (or over a shorter permitted compounding interval selected by the owner). The portion of the OID that accrues during the period of ownership of a Series 2021 A Discount Bond (i) will be interest excludable from the owners' gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2021 A Bonds, and (ii) will be added to the owner's tax basis for purposes of determining a gain or loss on the maturity, redemption, prior sale or other disposition of that Series 2021 A Discount Bond. A purchaser of a Series 2021 A Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside front cover page of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Series 2021 A Discount Bond.

Owners of Series 2021 A Discount Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID properly accruable in any period with respect to the Series 2021 A Discount Bonds as to other federal tax consequences, and the treatment of the OID for purposes of state and local taxes on, or based on, income.

Original Issue Premium

The Series 2021 A Bonds maturing on June 1, 2022, June 1, 2023 June 1, 2024, June 1, 2030, June 1, 2031 and June 1, 2041 (the "Series 2021 A Premium Bonds") were sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity in the case of the "Noncallable Series 2021 A Premium Bonds" or their earlier call date in the case of the "Series 2021 A Callable Premium Bonds." The difference between the principal amount payable at maturity of the Series 2021 A Noncallable Premium Bonds and the tax basis of a Noncallable Premium Bond to a purchaser and the difference between the amount payable at the call date of the Callable Series 2021 A Premium Bonds that minimizes the yield to a purchaser of a Callable Premium Bond and the tax basis to a purchaser (in either case, other than a purchaser who holds a Series 2021 A Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) will be "bond premium." For federal income tax purposes, bond premium is amortized over the period to maturity of a Noncallable Series 2021 A Premium Bond. A purchaser of a Series 2021 A Premium Bond will be required to decrease his or her adjusted basis in the Series 2021 A Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to a taxable year will be determined at a constant interest rate compounded annually. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Series 2021 A Premium Bond.

Owners of Series 2021 A Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of bond premium properly accruable in any period with respect to the Series 2021 A Premium Bonds as to other federal tax consequences, and the treatment of the bond premium for purposes of state and local taxes on, or based on, income.

APPROVAL OF LEGALITY

Legal matters incident to the authorization, sale and issuance of the Series 2021 A Bonds are subject to the unqualified approving opinion of Steptoe & Johnson PLLC, Charleston, West Virginia, Bond Counsel, the form of which is attached hereto as APPENDIX D. Certain legal matters will be passed on for the District by Steptoe & Johnson PLLC, Charleston, West Virginia. Jackson Kelly PLLC, Charleston, West Virginia, as counsel to the Underwriter, will pass upon certain legal matters for the Underwriter.

ABSENCE OF MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, now pending or, to the best knowledge of the District, threatened or affecting the District (or, to the knowledge of the District, any basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial position of the District or on the validity of the Series 2021 A Bonds, the Resolution or any agreement to which the District is a party and which is a part of the issuance of the Series 2021 A Bonds.

NEGOTIABLE INSTRUMENTS

Pursuant to State law, the Series 2021 A Bonds are and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia. See "THE SERIES 2021 A BONDS - General."

UNDERWRITING

The Series 2021 A Bonds are being purchased by the Underwriter named on the cover of this Official Statement. The Bond Purchase Agreement provides that the Underwriter will purchase the Series 2021 A Bonds, if any are purchased, at a total purchase price of $15,952,710.70 ($16,055,000.00 minus Underwriter's discount

of $240,825.00 and plus a net reoffering premium of $138,535.70). The obligation to make such purchase is subject to the terms and conditions set forth in the Bond Purchase Agreement, including the approval of certain legal matters by counsel. The Underwriter may change the initial public offering prices from time to time. The Underwriter may offer and sell Series 2021 A Bonds to certain dealers (including dealers depositing the Series 2021 A Bonds into investment trusts) and certain dealer banks acting as agents at prices lower than the public offering prices stated on the inside cover page hereof.

FINANCIAL STATEMENTS

Included herein as APPENDIX C is the Compilation Report of the District for the fiscal years ended June 30, 2020 and June 30, 2019. The District has obtained the consent of Lowe & Associates, PLLC, to publish the Compilation Report with this Official Statement. Additional information regarding the District, including audits, can be found on EMMA at: http://emma.msrb.org.

RATING

The Series 2021 A Bonds are rated "AA" by Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc. ("S&P") by virtue of a municipal bond insurance policy to be issued by BAM. Any desired explanation of the significance of such rating should be obtained from S&P. The District did not apply for any other ratings. Such rating reflects only the views of such organization and reference is made to such organization for the meaning of such rating. There is no assurance that such rating will continue for any period of time or that such rating will not be revised downward or withdrawn entirely by the assigning rating agency, if in the judgment of such rating agency, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect upon the market price or value of the Series 2021 A Bonds.

Except as provided under "CONTINUING DISCLOSURE" herein, neither the District nor the Underwriter have undertaken any responsibility to take any action with respect to possible changes in such rating or to bring any such changes to the attention of the Bondholders.

CONTINUING DISCLOSURE

The District has agreed in the Resolution to execute and deliver contemporaneously with the issuance of the Series 2021 A Bonds an agreement to undertake for the benefit of the Registered Owners of the Series 2021 A Bonds to provide certain financial and operating information of the System (the "Annual Information") not later than June 30 of the year immediately following the end of the District's fiscal year (presently ending June 30), commencing for the fiscal year ending June 30, 2021, to the Electronic Municipal Markets Access System ("EMMA") and to provide notice of the occurrence of the enumerated events to EMMA as required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the "Rule"). See "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein. The Annual Information and each notice of Enumerated Events will be filed electronically by United Bank, Charleston, West Virginia, as dissemination agent, on behalf of the District, with EMMA.

This continuing disclosure obligation is being undertaken by the District to assist the Underwriter in complying with the Rule. The District has agreed to give notice in a timely manner to EMMA of any failure to supply the requested information. However, any such failure will not constitute a default under the terms of the Series 2021 A Bonds or the Resolution. Under the Continuing Disclosure Agreement, a Bondholder's sole remedy for such failure is to seek an order for specific performance. Registered Owners may contact the District's General Manager at P.O. Box 860, Scott Depot, West Virginia 25560 for more information.

The District has previously agreed to provide certain financial information and operating data under the Rule pursuant to continuing disclosure undertakings entered into with respect to certain of the District's outstanding bonds, including its Sewer Refunding Revenue Bonds, Series 2013 A (the "2013 Undertaking"). During the past five years, the District has (i) failed to timely file its audited financial statements for the fiscal years ending June 30, 2016, June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020, and failed to file its

unaudited financial statements when the audited financial statements were not available on such filing deadline, as required by the 2013 Undertaking, and (ii) failed to timely file notice of the failure to file such audited financial statements on or before the dates specified in the 2013 Undertaking for the fiscal years ending June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020. The District has implemented written procedures to assure the submittal of future filings in a timely manner in compliance with all of its continuing disclosure obligations.

MISCELLANEOUS

The foregoing summaries, explanations and quotations do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. Purchasers are referred to the Act and the Resolution for full and complete statements of their provisions.

Copies of the Resolution, the Act, the Continuing Disclosure Agreement and other applicable documents may be obtained from the District at the following address:

Putnam Public Service District
Attention: General Manager
P.O. Box 860
Scott Depot, West Virginia 25560

During the period of offering of the Series 2021 A Bonds, copies of such documents will be available from the Underwriter. Ongoing financial information may be obtained from the District at the address set forth above or online through EMMA.

[*Remainder of page intentionally left blank.*]

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Series 2021 A Bonds. The District has authorized the execution and distribution of this Official Statement.

PUTNAM PUBLIC SERVICE DISTRICT

By: /s/ Mark L. Smith
Chairman

APPENDIX A

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING PUTNAM COUNTY, WEST VIRGINIA



People & Income Overview (By Place of Residence)	Value	Industry Overview, 2019 (By Place of Work)	Value
Population (2020)	56,428	Covered Employment	20,017
Growth (%) since 2010 Census	1.7%	Avg Wage per Job	$54,098
Households (2019)	21,613	Manufacturing - % All Jobs in County	12.3%
Labor Force (persons) (2020)	27,080	Avg Wage per Job	$73,293
Unemployment Rate (2020)	7.4	Transportation & Warehousing - % All Jobs in County	4.4%
Per Capita Personal Income (2019)	$47,849	Avg Wage per Job	$55,917
Median Household Income (2019)	$66,991	Health Care, Social Assist. - % All Jobs in County	10.4%
Poverty Rate (2019)	8.9	Avg Wage per Job	$55,732
High School Diploma or More - % of Adults 25+ (2019)	91.7%	Finance and Insurance - % All Jobs in County	2.3%
Bachelor's Degree or More - % of Adults 25+ (2019)	26.1%	Avg Wage per Job	$68,837

Demographics

Population over Time	Number	West Virginia
2020	56,428	1,784,787
2010	55,486	1,852,994
2000	51,713	1,806,694
1990	43,017	1,792,481
1980	38,181	1,950,183
2000 to 2010 % Change	7.3%	2.6%
1990 to 2010 % Change	29.0%	3.4%
1980 to 2010 % Change	45.3%	-5.0%

Source: U.S. Census Bureau

Components of Population Change (1-year change ending in 2020)	Number	Rank in U.S.	% in WV	West Virginia
Net Domestic Migration	59	1,065	-1.2%	-4,742
Net International Migration	9	1,363	0.9%	996
Natural Increase (births minus deaths)	-146	2,807	2.2%	-6,726
Births	495	1,067	2.8%	17,571
Deaths	641	897	2.6%	24,297

Source: U.S. Census Bureau

Population Estimates by Age in 2019	Number	Rank in U.S.	Pct Dist.	Pct Dist. in U.S.
Preschool (0 to 4)	3,074	948	5.4%	6.1%
School Age (5 to 17)	9,675	871	17.1%	16.5%
College Age (18 to 24)	3,915	1,081	6.9%	9.4%
Young Adult (25 to 44)	14,029	887	24.8%	26.5%
Older Adult (45 to 64)	15,792	870	27.9%	25.8%
Older (65 plus)	10,125	896	17.9%	15.6%
Median Age	41.8	1,433		Median Age = 38.1

Sources: U.S. Census Bureau; Median age calculated by the IBRC.

Population Estimates by Race and Hispanic Origin in 2019	Number	Pct Dist.
American Ind. or Alaskan Native Alone	42	0.1%
Asian Alone	438	0.8%
Black Alone	801	1.4%
Native Hawaiian and Other Pac. Isl. Alone	58	0.1%
White Alone	54,592	96.4%
Two or More Race Groups	611	1.1%
Hispanic or Latino (can be of any race)		
Non-Hispanic or Latino	55,948	98.8%
Hispanic or Latino	662	1.2%

Sources: U.S. Census Bureau

Hispanic or Latino Population in 2019 (can be of any race)	Number	Pct Dist.
Hispanic	662	100%
Mexican	503	76.0%
Cuban	34	5.1%
Puerto Rican	29	4.4%
Other	96	14.5%
White, Not Hispanic (reporting white alone)	54,038	N/A

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

Education

Educational Attainment in 2019	Number	Percent of Population 25+
Total Population 25 and Older	39,946	100%
Less than 9th Grade	1,190	3.0%
9th to 12th, No Diploma	2,114	5.3%
High School Graduate (includes equiv.)	14,567	36.5%
Some College, No Degree	7,813	19.6%
Associate Degree	3,856	9.7%
Bachelor's Degree	6,266	15.7%
Graduate, Professional or Doctorate Degree	4,140	10.4%

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

Income & Poverty

Median Income	Number
Median Household Income in 2019	$66,991
Median Household Income in 2000	$43,512
Percent Change 2000 to 2019	54.0%

Source: U.S. Census Bureau

Per Capita Personal Income (PCPI)	Number
2019	$47,849
2009	$36,778
1999	$24,124
1989	$14,363
10-Year % Change	30.1%
20-Year % Change	98.3%
30-Year % Change	233.1%

Source: U.S. Bureau of Economic Analysis

Personal Income in 2019 ($000)	Number	5-Year % Change (adj*)
Total Earnings by Place of Work	$1,680,689	19.8%
Minus: Contributions for Government Social Insurance	$210,903	20.1%
Personal Contributions for Government Social Insurance	$113,478	24.4%
Employer Contributions for Government Social Insurance	$97,425	15.4%
Plus: Adjustment for Residence	$328,555	-6.8%
Equals: **Net Earnings by Place of Residence**	$1,798,341	13.9%
Plus: Dividends, Rent, Interest	$353,125	14.1%
Plus: Transfer Payments	$549,623	22.4%
Equals: **Personal Income by Place of Residence**	$2,701,089	15.5%

Source: U.S. Bureau of Economic Analysis

Poverty Estimates	Number	Rank in U.S.	Percent Change	Rank in U.S.
Poverty Rate in 2019	8.9	2,689	--	--
In 2000	8.6	2,527	3.5%	2,017
Poverty Rate for Children under 18 in 2019	11.4	2,689	--	--
In 2000	11.4	2,568	0.0%	2,101

Source: U.S. Census Bureau

Jobs & Earnings (BEA)

BEA Major Sectors (NAICS) in 2019 (by place of work)	Earnings ($000)	Avg Earnings Per Job	Jobs	Pct Dist. in County
Earnings by place of work - 35	$1,680,689	$59,609	28,195	100.0%
Wage and salary disbursements - 50	$1,242,420	$55,494	22,388	79.4%
Proprietors' income - 70	$156,907	$27,020	5,807	20.6%
Farm proprietors' income - 71	$3,394	$6,204	547	1.9%
Nonfarm proprietors' income - 72	$153,513	$29,184	5,260	18.7%
Farm earnings - 81	$5,389	$8,834	610	2.2%
Nonfarm earnings - 82	$1,675,300	$60,732	27,585	97.8%
Private earnings - 90	$1,525,592	$60,787	25,097	89.0%
Forestry, fishing, related activities, and other - 100	$1,461	$38,447	38	0.1%
Mining - 200	$3,145	$24,379	129	0.5%
Utilities - 300	$59,957	$165,170	363	1.3%
Construction - 400	$276,640	$83,830	3,300	11.7%
Manufacturing - 500	$226,473	$89,092	2,542	9.0%
Retail Trade - 700	$93,247	$32,787	2,844	10.1%
Transportation and warehousing - 800	$75,313	$66,064	1,140	4.0%
Information - 900	$20,133	$62,524	322	1.1%

Source: U.S. Bureau of Economic Analysis (BEA)
D = Not shown to avoid disclosure of confidential information, but the estimates for this item are included in the totals.
L = Less than 10 jobs, but the estimates for this item are included in the totals.
N/A = Not available or not applicable.
* = "Other" consists of the number of jobs held by U.S. residents employed by international organizations and foreign embassies and consulates in the United States.

Jobs & Wages (BLS)

Annual Covered Employment and Wages Over Time (NAICS)	Establishments	Jobs	Average Wage Per Job
2019	1,484	20,017	$54,098
2018	1,488	20,571	$53,544
2017	1,475	20,004	$48,888
2016	1,477	20,502	$47,850
2015	1,465	20,272	$46,553
2014	1,450	19,847	$46,011
2013	1,443	19,826	$45,036
2012	1,443	19,818	$44,666
2011	1,399	18,906	$46,658
2010	1,373	19,054	$43,266
2009	1,359	19,266	$43,108
10-Year Change	125	751	$10,990
10-Year Percent Change	9.2%	3.9%	25.5%

Source: U.S. Bureau of Labor Statistics (BLS)
D = Non-Disclosable Data; **N/A** = Not Available; Note: Average wage may not match published numbers due to rounding.

Annual Industry Distribution of Jobs and Avg. Wage in 2019 (NAICS)	Establishments	Jobs	Pct. Dist.	Annual Average Wage Per Job
Total	1,484	20,017	100.0%	$54,098
Agriculture, Forestry, Fishing and Hunting	7	74	0.4%	$24,916
Mining	4	19	0.1%	$97,476
Utilities	10	357	1.8%	$118,429
Construction	179	2,406	12.0%	$73,521
Manufacturing	48	2,465	12.3%	$73,293
Wholesale Trade	98	1,478	7.4%	$62,878
Retail Trade	164	2,086	10.4%	$31,352
Transportation & Warehousing	75	889	4.4%	$55,917
Information	23	256	1.3%	$53,125
Finance and Insurance	90	452	2.3%	$68,837
Real Estate and Rental and Leasing	59	374	1.9%	$54,546
Professional, Scientific, and Technical Services	123	911	4.6%	$59,890
Management of Companies and Enterprises	15	184	0.9%	$101,095
Admin. & Support & Waste Mgt. & Rem. Services	91	1,362	6.8%	$51,784
Educational Services	34	1,228	6.1%	$50,009
Health Care and Social Services	138	2,075	10.4%	$55,732
Arts, Entertainment, and Recreation	24	291	1.5%	$13,334
Accommodation and Food Services	103	1,734	8.7%	$16,176
Other Services (Except Public Administration)	172	480	2.4%	$37,467
Public Administration	31	574	2.9%	$40,623
Unallocated	1	0	0.0%	$3,384

Source: U.S. Bureau of Labor Statistics (BLS)
D = Not shown to avoid disclosure of confidential information.
N/A = This item is not available.
Note: Average wage may not match published numbers due to rounding.

Labor Force

Labor Force Annual Averages in 2020	Number	Rank in U.S.	% of West Virginia	West Virginia
Total Labor Force	27,080	879	3.4%	792,156
5-Year % Change	4.8%	610	--	0.0%
10-Year % Change	2.7%	797	--	-2.2%
Employed	25,075	882	3.5%	726,023
5-Year % Change	2.6%	735	--	-1.8%
10-Year % Change	3.0%	1,116	--	-1.9%
Unemployed	2,005	837	3.0%	66,133
5-Year % Change	42.0%	821	--	27.0%
10-Year % Change	0.3%	334	--	-5.8%
Unemployment Rate	7.4	1,068	89.2%	8.3
5-Year % Change	34.5%	1,076	--	25.8%
10-Year % Change	-2.6%	433	--	-4.6%

Source: U.S. Bureau of Labor Statistics

Living Arrangements

Households in 2019	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Households	21,613	905	100%	100%
Family Households	15,754	845	72.9%	65.5%
Married with Children	4,674	776	21.6%	18.8%
Married without Children	7,803	840	36.1%	29.4%
Single Parents	1,784	943	8.3%	8.8%
Other	1,493	974	6.9%	8.5%
Non-Family Households	5,859	1,048	27.1%	34.5%
Living Alone	5,102	1,010	23.6%	27.9%
Average Household Size	2.6	591		

Source: U.S. Census Bureau

Housing Units in 2019	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Housing Units (ACS estimate)	24,189	961	100%	100%
Occupied	21,613	905	89.4%	87.9%
Owner Occupied	17,690	819	73.1%	56.2%
Renter Occupied	3,923	1,244	16.2%	31.6%
Vacant	2,576	1,355	10.6%	12.1%
For Seasonal or Recreational Use	209	2,167	0.9%	4.0%

Source: U.S. Census Bureau

Residential Building Permits in 2020	Units	Pct Dist.	Pct Dist. in U.S.	Cost ($000)
Total Permits Filed	73	100%	100%	$17,645
Single Family	73	100.0%	66.6%	$17,645
Two Family	0	0.0%	1.9%	$0
Three and Four Family	0	0.0%	1.3%	$0
Five Families and More	0	0.0%	30.2%	$0

Source: U.S. Census Bureau

StatsAmerica is a service of the Indiana Business Research Center at Indiana University's Kelley School of Business. This initiative is funded in part by the U.S. Commerce Department's Economic Development Administration.

APPENDIX B

THE DISTRICT AND THE SYSTEM

The District is a public corporation and political subdivision created under authority of The County Commission of Putnam County, West Virginia (the "County Commission"), on September 2, 1959 (originally known as Teays Valley Public Service District), pursuant to Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended. The District's Public Service Board is composed of three members appointed by the County Commission. The District serves approximately 9,223 residential and 614 commercial/other water customers.

The District's Board members and their offices, terms and occupations are as follows:

Member	Term	Occupation
Mark L. Smith, Chairman	8/31/17 to 8/31/2023	Retired, WV State Police
John Inghram, Secretary	12/10/19 to 8/31/2025	Retired, Putnam PSD
Stan W. Booth, Treasurer	8/31/15 to 8/31/2021	Retired, WV State Police

The following sets out an overview of the System.

Service Area

The District is bounded generally by property on the northern side of WV 62 on the north beginning in the community of Midway and following WV 62, excluding the Town of Eleanor and its service territory, then crossing the Kanawha River at the mouth of Farley Creek and following western bank of the Kanawha River southerly to the Kanawha/Putnam County line. From there, the boundary follows WV 817 northerly to the CSX railroad tracks at Scary (picking up Ventroux Hollow along the way) and following them westerly to Popular Fork Road and following the road southeasterly to US Rt. 60, then following US Rt. 60 westerly to the Putnam/Cabell County line, then following Virginia Avenue northeasterly toward the city of Hurricane to Sovine Road. The District's boundary then follows I-64 easterly to the Hurricane interchange taking in the businesses on the northerly side of the Interstate, then continuing to follow the interstate easterly to the Teays Valley interchange (taking in some customers on Cow Creek Road and Poplar Fork Rod along the way) and then following WV 34 north to US Rt. 35 (including portions of Poplar Fork Road), then following US Rt. 35 northwesterly to the community of Fraziers Bottom, crossing back across the Kanawha River at the Buffalo Bridge and following SR 62 to the place of origin. This area excludes the service territories of the municipalities of Winfield & Hurricane.

Within that general service area, the District provides potable water service for an area totaling 14.785 square miles.

History

The District can trace its origins to September 2, 1959, when the organizational meeting of one of our predecessor organizations, Teays Valley Public Service District ("TVPSD"), was held at the Putnam County Courthouse in Winfield, West Virginia. TVPSD's first three members of the Board of Commissioners, J.C. Van Dyke, George Cargill, and Russell Lemon, were charged with the task of overseeing the construction, maintenance, and expansion of a new public water system to serve the communities of Teays, Mt. Vernon, Scott Depot, and Scary in order to provide current residents with quality drinking water and to facilitate expected growth resulting from the upcoming construction of Interstate 64 through the valley.

After years of planning, design, engineering, and construction, TVPSD officially opened its business office on January 27, 1964 and officially began billing its customers on February 1 of that year. Over the next several years, construction extended water service to Cow Creek Road in the west and to Scary in the east.

Meanwhile, the 1960s also saw the foundation of Kanawha Orchard Public Service District ("KOPSD"), another of the District's predecessor agencies. KOPSD provided water service to Rocky Step, Bills Creek, McCloud Road, and Shawnee Estates through a connection to TVPSD's water system.

By the 1970s, growth in Teays Valley had exposed a need for the area's reliance on septic tanks to be replaced with a sanitary sewer system. Rather than constructing a new wastewater treatment facility, the district opted to enter into a series of agreements with the City of Hurricane so that wastewater could be treated at their planned municipal plant. TVPSD's ambitious expansion plan led to a 1981 name change to South Putnam Public Service District ("SPPSD") in order to reflect the district's growth outside of the areas traditionally defined as Teays Valley.

By the mid-80s, SPPSD was providing sewer service for customers in the valley from the Hurricane city limits to Crooked Creek Road and to locations in and just south of Hurricane that were not served by the city sewer system.

The early 1990s saw the construction of a large earthen dam and lake called the Jonathan Larck Reservoir. This project has allowed the district to expand its water system into parts of the county that would otherwise be without treated water and fire protection and has prevented water shortages in times of drought.

In 1993 SPPSD expanded its water system further to the northeast by absorbing KOPSD, which it had already been maintaining for some time due to an operating agreement between the districts.

The late 1990s and early 2000s saw SPPSD grow to serve even more of Putnam County's rural areas. Sewer service was extended along US 60 to Ryder's Creek with the help of funding from the federal government and along Teays Valley Road to Hollywood Drive. This period also saw SPPSD construct an entirely new sewer system to serve the communities of Fraziers Bottom and Midway. Additionally, water service was extended along Cow Creek Road and Hurricane Creek Road. It was also during this time that South Putnam assumed responsibility for operating and maintaining North Putnam Public Service District ("NPPSD"), a sewer utility that served the communities of Bancroft, Hometown, and Red House.

Starting in 2004, SPPSD undertook an unprecedented plan to expand and improve its water and sewer systems in order to maintain a high level of customer service. SPPSD, which formerly changed its name to Putnam Public Service District (after its 2006 merger with NPPSD), has aggressively worked to extend water service into rural areas of Putnam County, including Trace Creek, Poindexter Road, Coleman Creek, North Poplar Fork, and Morrison Hollow. In 2006 and 2007, three new storage tanks were added to the system in order to maintain an ample reserve of fresh water as the demand on the system grows at a steady rate.

The District has also made it a priority to dramatically improve the quality of wastewater service in the Lower Kanawha Valley. Its Fraziers Bottom/Midway sewer system has already undergone several major expansions, including the addition of the Putnam Business Park, and a second phase of construction in Midway. Another new system was completed in the summer of 2007 that serves 500 customers along US 35 and the Kanawha River from Shawnee Estates to the area around the St. Albans exit of I-64. 2008 witnessed the dedication of the new Calvin L. Hatfield Maintenance Facility that allowed for even better customer service.

The District operates its own wastewater treatment plant. The City of Hurricane, the City of Nitro and the City of Eleanor treat sewage from the District's customers that are in proximity to such municipalities.

Recent Water System and Sewer System Upgrades

The District has made several significant improvements in recent years to ensure the integrity of its water and wastewater systems for decades to come. These include:

- Construction of several new water storage tanks, including a new 1.3m gallon tank near Teays Valley.
- Construction of a large water clarifier at the water plant to enhance water treatment.
- Added or replaced infrastructure at critical points in the water distribution system in Mt. Vernon and Morgans Landing.

- Major improvements to the wastewater treatment plants in Hometown and Poca.
- Acquisition of Poca's municipal sewer system.
- Significant expansion of the wastewater collection system in Teays Valley and along US 60.

Water Customer Count by Type:

Fiscal Year	Residential	Commercial	Industrial	Public Auth	Fire	Resale	Total
2015	8,923	577	9	32	-	1	9,542
2016	8,974	574	10	29	-	2	9,589
2017	9,154	573	10	28	-	-	9,765
2018	9,106	568	10	27	95	1	9,807
2019	9,202	576	9	27	-	-	9,814
2020	9,223	578	9	27	-	-	9,837

Major Water System Users

PUTNAM PSD - TOP TEN WATER USERS (2020)

CUSTOMER NAME	GALLONS BILLED	AVERAGE MONTHLY USAGE	COMMERCIAL / INDUSTRIAL	% OF TOP 10 BILLED	% OF TOTAL BILLED
CAMC TV HOSPITAL	7,079,300	589,900	COM	19.53	1.31
APPALACHIAN POWER COMPANY	5,894,800	491,200	IND	16.26	1.09
HANSON AGGREGATE	3,846,000	320,500	IND	10.61	0.71
FAST CAST	3,649,500	304,100	COM	10.07	0.68
SLEEPY HOLLOW POOL	3,641,000	273,500 (6 MONTHS)	COM	10.04	0.67
GENESIS / 590 N POPLAR DR	3,325,000	277,100	COM	9.17	0.62
GENESIS / 300 SEVILLE DR	2,259,000	213,250	COM	7.06	0.47
DEVONSHIRE SENIOR LIVING	2,308,600	192,400	COM	6.39	0.43
PUTNAM VILLAGE	2,135,300	177,900	COM	5.89	0.39
TV CAR WASH	1,813,500	151,100	COM	5.00	0.34

(This does not include our Resale customer – The City of Hurricane.)

District Personnel

The District employs 38 full-time employees, 7 of whom work solely in wastewater treatment and 6 of whom work solely in water treatment. The remaining 25 employees work for both the wastewater and water systems.

The senior managers of the District include: James Evers, General Manager, with 20 years of experience with the District; David Bowles, Superintendent, with 22 years of experience; Will Miller, Superintendent, with 18 years of experience.

Rates

The current schedule of water rates and charges by order issued on June 29, 2016 for the PSD became effective for all service rendered on or after July 29, 2016. The provisions of the tariff on file with the PSC are as follows:

SCHEDULE 1

APPLICABILITY
Applicable within the entire territory served except the Kanawha Orchard Industrial customers.

AVAILABILITY
Available for general domestic, commercial, Putnam County industrial and sale for resale water service.

(I) RATES (customers with metered water supply)

First	2,000 gallons used per month	Minimum Rate According to Meter Size
Next	23,000 gallons used per month	$5.84 per 1,000 gallons
Next	975,000 gallons used per month	$5.37 per 1,000 gallons
Next	1,000,000gallons used per month	$3.69 per 1,000 gallons

(I) MINIMUM CHARGE
No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or ¾	inch meter	$ 22.16 per month
1	inch meter	$ 55.40 per month
1 – 1/4	inch meter	$ 80.88 per month
1- 1/2	inch meter	$ 110.80 per month
2	inch standard meter	$ 177.28 per month
2	inch compound meter	$ 177.28 per month
2	inch turbine meter	$ 221.60 per month
3	inch compound meter	$ 332.40 per month
3	inch turbine meter	$ 531.84 per month
4	inch compound meter	$ 554.00 per month
4	inch turbine meter	$ 930.72 per month
6	inch compound meter	$ 1,108.00 per month
6	inch turbine meter	$ 2,038.72 per month
8	inch compound meter	$ 1,772.80 per month
8	inch turbine meter	$ 3,545.60 per month

(I) Indicates increase

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.

RECONNECTION
$25.00. To be charged whenever the supply of water is turned off for violations of rules, non- payment of bills, or fraudulent use of water.

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

(C) 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 $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT
$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

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

SECURITY DEPOSIT
Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST
A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase
(C) Indicates change in text

SCHEDULE 1-A

APPLICABILITY
Applicable within the area formerly served by Kanawha Orchard Public Service District for industrial customers only.

AVAILABILITY
Available for industrial water service.

(I) RATES (customers with metered water supply)

First	3,000gallons used per month	Minimum Rate According To Meter Size
Next	7,000gallons used per month	$8.15 per 1,000 gallons
All Over	10,000gallons used per month	$7.77 per 1,000 gallons

(I) MINIMUM CHARGE
No bill will be rendered for less than the following amounts per month according to meter size installed:

5/8 or ¾	inch meter	$ 25.68	per month
1	inch meter	$ 64.20	per month
1 - ½	inch meter	$ 128.40	per month

2	inch standard meter	$ 205.44	per month
2	inch compound meter	$ 205.44	per month
2	inch turbine meter	$ 256.80	per month
3	inch compound meter	$ 385.20	per month
3	inch turbine meter	$ 616.32	per month
4	inch compound meter	$ 642.00	per month
4	inch turbine meter	$ 1,078.56	per month
6	inch compound meter	$ 1,284.00	per month
6	inch turbine meter	$ 2,362.56	per month
8	inch compound meter	$ 2,054.40	per month
8	inch turbine meter	$ 4,108.80	per month

(N) 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.

RECONNECTION

$25.00. To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

TAP FEE

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

A tap fee of $200.00 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 preconstruction 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 $200.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$0.67 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

RETURNED CHECK CHARGE

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

SECURITY DEPOSIT

Not to exceed two twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(I) CUSTOMER REQUESTED METER TEST

A customer requesting that their meter be tested outside the normal testing period will be charged $25.00. If the meter is found to be more than 2% in error, the amount shall be promptly refunded to the customer.

If the meter is not found to be more than 2% in error, the District shall retain the amount advanced by the customer for the test. If the meter must be tested by another certified agency, other than the Putnam PSD technician, the customer must pay the full costs incurred by the District involved in the testing. The District will provide the approximate amount to be deposited by the customer in advance of the testing.

(I) Indicates increase
(N) Indicates new

SCHEDULE 2

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY OF SERVICE
Available for private fire protection.

(I) RATES
The monthly rate for private fire protection will be $49.86 per hydrant to sprinkler connection.

FIRE SERVICE TAP FEE
The tap for connection of private fire hydrants or sprinkler connections shall be the actual cost of making said connection.

(I) RECONNECTION
$25.00 To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

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

SCHEDULE 3

The following schedule shall be utilized for determining the monthly emergency standby surcharge for those months, if any, where the District is required to purchase large volumes of water from West Virginia-American Water Company due to extraordinary drought conditions.

MONTH: _____

LINE NO.		M.GALLONS
1.	Sales to General Customers - Same Month Last Year	_____
2.	Less: Sales to Large Customers (Over 100M. Gallons Per Month) Same Month Last Year	_____
3.	Add: Sales to Large Customers This Month	_____
4.	Add: Sales for Resale This Month	_____
5.	Denominator	_____
6.	WV-American Water Purchases- M. Gallons	_____
7.	WV-American Water Purchases - $_____ Less (-) _____	_____
8.	Amount Per M. Gallons To Be Recovered – Line 7 ÷ 5 ____÷____	
9.	Surcharge Amount	$_____

Billing and Collections

The District renders a monthly bill to all customers of the System. Payments are due 20 days after the billing date. If a bill remains unpaid beyond the due date, a 10% penalty is added to the delinquent account and delinquency procedures are initiated, including the mailing of termination notices and termination of water service 11 days after the initial due date. Water and sewer service on a delinquent account remains terminated until payment of the account is made. Termination of sewer service requires the prior approval of the PSC. A reconnection charge of the amount stated in the above tariff is required to reinstate a previously delinquent account.

Allowance for Uncollectibles

Uncollectibles are given to a collection agency for payment. The District will file a lien against property owners in magistrate court. If a customer is not a property owner and the District has a customer's social security number on file, the account is turned over to a collection agency to recover payment.

System Budget

In accordance with the Act, the management of the District shall prepare and submit to the Board of the District a tentative budget. Such tentative budget shall be considered by the Board and, subject to any revisions or amendments that may be determined by the Board, shall be adopted as the budget for the ensuing fiscal year. No expenditures for operation and maintenance expenses in excess of the budget shall be made during such fiscal year unless unanimously authorized and directed by the Board.

Method of Accounting

The District maintains its accounts pertaining to the system on an accrual basis and in accordance with the guidelines of the West Virginia Public Service Commission. The records of the District for the fiscal years ended June 30 of each of the past three years have been audited and are available for public inspection at the District office. The Compilation Report of the District for the Fiscal Years Ended June 30, 2020 and June 30, 2019 is attached as APPENDIX C.

Historical Debt Service Coverage

PUTNAM PSD - WATER
Debt Service Coverage

	2016	2017	2018	2019	2020
Income before Capital Contributions	$ (529,085)	$ (405,845)	$ (287,680)		
Operating Income (Loss)				$ 988,387	$ 1,095,670
Tap Fees	(16,506)	(18,375)	(17,175)	(14,825)	(12,944)
Interest for Bond Debt Only	1,311,160	1,288,481	1,289,204	-	
Interest Revenue				53,099	55,629
Depreciation	1,441,135	1,425,938	1,419,109	1,461,347	1,451,156
Amount Avail for Debt Service	$ 2,206,704	$ 2,290,199	$ 2,403,458	$ 2,488,008	$ 2,589,511
Debt Service	1,723,304	1,883,708	1,883,708	1,877,045	1,877,045
Coverage	128.05%	121.58%	127.59%	132.55%	137.96%

Source: PSD Audits

Summary of Financial Position and Net Position

PUTNAM PSD - WATER
Statement of Revenues, Expenses and Changes in Net Position

	2016	2017	2018*	2019	2020
Operating Revenues	$ 4,373,541	$ 4,570,418	$ 4,605,255	$ 4,671,659	$ 4,688,466
Operating Expenses	3,642,339	3,717,995	3,661,203	3,683,272	3,592,796
Net Operating Income (Loss)	$ 731,202	$ 852,423	$ 944,052	$ 988,387	$ 1,095,670
Total Non-Operating Revenues (Exp)	$ (1,260,287)	$ (1,258,268)	$ (1,231,732)	$ (1,183,198)	$ (1,165,769)
Change in Net Position before Cap Contributions	$ (529,085)	$ (405,845)	$ (287,680)	$ (194,811)	$ (70,099)
Capital Contributons		$ 20,454	$ 340,000	$ -	
Change in Net Position	$ (529,085)	$ (385,391)	$ 52,320	$ (194,811)	$ (70,099)
Net Position - Beginning of Year	$ 10,193,049	$ 9,663,964	$ 9,541,599	$ 9,593,919	$ 9,399,108
Net Position - End of Year	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

* Beginning Net Position restated

PUTNAM PSD - WATER
Statement of Net Position

ASSETS	2016	2017	2018	2019	2020
Current Assets	$ 1,729,668	$ 1,965,095	$ 1,952,063	$ 2,604,196	$ 2,896,398
Restricted Assets	1,784,514	2,083,929	2,293,489	2,138,737	2,204,898
Non Current Assets	37,129,182	36,315,955	35,549,114	34,150,573	33,044,160
Total Assets	$ 40,643,364	$ 40,364,979	$ 39,794,666	$ 38,893,506	$ 38,145,456
LIABILITIES					
Current Liabilities					
Payable from Current Assets	$ 107,138	$ 144,889	$ 119,181	$ 123,534	$ 161,651
Payable from Restricted Assets	902,362	1,139,291	985,049	1,008,752	1,041,098
Total Current Liabilities	$ 1,009,500	$ 1,284,180	$ 1,104,230	$ 1,132,286	$ 1,202,749
Long-Term Liabilities					
Total Long-Term Liabilities	$ 30,050,916	$ 30,105,626	$ 29,115,930	$ 28,314,497	$ 27,523,629
Total Liabilities	$ 31,060,416	$ 31,389,806	$ 30,220,160	$ 29,446,783	$ 28,726,378
NET POSITION					
Net Investment in Capital Assets	$ 7,401,965	$ 6,742,068	$ 6,351,130	$ 5,573,473	$ 5,113,605
Restricted Net Position	2,194,579	2,456,568	2,673,964	2,533,742	2,902,954
Unrestricted Net Position	67,420	79,937	568,825	1,291,893	1,312,450
Total Net Position	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

Retirement System

Plan Type – The District participates in the West Virginia Public Employees Retirement System (PERS), a state-wide, cost-sharing, multiple-employer defined benefit plan on behalf of District employees. The system is administered by agencies of the State of West Virginia and funded by contributions from participants, employers, and State appropriations, as necessary.

E**ligibility factors, contribution methods, and benefit provisions:**

Eligibility to participate:	All full-time employees, except those covered by other pension plans
Authority establishing contribution obligations and benefit provisions:	West Virginia State Code
Tier 1 Plan member's contribution rate:	4.50%
Tier 2 Plan member's contribution rate:	6.00%
District's contribution rate:	10.00%
Period required to vest:	5 years
Benefits and eligibility for distribution:	Tier 1 - A member who has attained age 60 and has earned 5 years or more of contributing service or age 55 if the sum of his/her age plus years of credited service is equal to or greater than 80. The final average salary (three highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit. Tier 2 - Qualification for normal retirement is age 62 with 10 years or more of contributing service. The final average salary is the average of the five consecutive highest annual earnings years out of the last fifteen years. The final average salary times the years of service times 2% equals the annual retirement benefit.

Trend Information:

Fiscal Year	Annual Pension Costs	Percentage Contributed
2020	$198,347	100%
2019	$194,772	100%
2018	$207,326	100%

Pension Liability, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pension:

At June 30, 2020 and June 30, 2019, the District reported a liability of $285,251 and $352,291, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020 was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017, and rolled forward to June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all employers participating in the PERS for the year ended June 30, 2019.

Amount for proportionate share of net pension liability	$285,251
Percentage for proportionate share of net pension liability	0.132667%
Increase/(decrease) % from prior proportion measured	-2.746786%

Other Post-Employment Benefits (OPEB)

Plan Description – The District participates in the West Virginia Other Post Employment Benefit Plan (the Plan), a cost-sharing, multiple-employer, defined benefit other postemployment benefit plan and covers the retirees of State agencies, colleges and universities, county boards of education and other government entities as set forth in

the West Virginia Code. The Plan is administered by a combination of the PEIA and the WV Retiree Health Benefit Trust Fund ("RHBT").

OPEB Liabilities, OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB:

At June 30, 2020 and June 30, 2019, the District reported a liability of $620,422 and $802,785, respectively, for its proportionate share of the net OPEB liability. The net OPEB liability reported at June 30, 2020 was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2018, and rolled forward to June 30, 2019. The District's proportion of the net OPEB liability was based on the District's share of contributions to the OPEB plan relative to the contributions of all employers participating in the RHBT for the year ended June 30, 2019.

Amount for proportionate share of net OPEB liability	$620,422
Percentage for proportionate share of net OPEB liability	0.037394%
Increase/(decrease) % from prior proportion measured	-0.0638%

APPENDIX C

COMPILATION REPORT OF PUTNAM PUBLIC SERVICE DISTRICT FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

FINANCIAL STATEMENTS OF

PUTNAM PUBLIC SERVICE DISTRICT

For the Fiscal Years Ended June 30, 2020 and June 30, 2019

PUTNAM PUBLIC SERVICE DISTRICT
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PUTNAM PUBLIC SERVICE DISTRICT
BOARD OFFICIALS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

Office	Name	Terms
Chairman	Mark L. Smith	08/31/2017 - 08/31/2023
Secretary	John Inghram	12/10/2019 - 08/31/2025
Treasurer	Stan W. Booth	08/31/2015 - 08/31/2021

Lowe & Associates, PLLC
Certified Public Accountants

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Milton, WV 25541
Phone: (304) 743-5573
Fax: (304) 743-1150
www.lowecpas.com

To the Board of Directors
Putnam Public Service District

Report on the Financial Statements

Management is responsible for the accompanying financial statements of the business-type activities of Putnam Public Service District as of and for the years ended June 30, 2020 and June 30, 2019, and related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents, in accordance with accounting principles general accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy of the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on these financial statements.

Other Matters

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the Schedule of the District's Proportionate Share of the Net Pension Liability, the District's Proportionate Share of the Net OPEB Liability, and the Schedule of District Contributions on pages 3–5 and 61–65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

We are not independent with respect to Putnam Public Service District.

Lowe & Associates, PLLC
Certified Public Accountants
Milton, West Virginia
September 4, 2020

PUTNAM PUBLIC SERVICE DISTRICT
MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

This section of Putnam Public Service District's annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended June 30, 2020. Please read it in conjunction with the District's financial statements, which follow this section.

Mission Statement
The Board of Commissioners and employees of Putnam Public Service District are dedicated to providing high quality water and sewer services at reasonable rates with friendly and efficient customer service in order to enhance the quality of life for the county's citizens and business community.

Organization Structure
At the top of Putnam Public Service District's hierarchy is the Board of Commissioners, consisting of three (3) members. Each Commissioner is appointed to serve a six (6) year term by the Putnam County Commission. Each member is a water utility customer, a sewer utility customer, or a water and sewer utility customer of the District. The Board employs a General Manager who is responsible for overseeing the day-to-day operations of the District and ensuring that the Board's policies are implemented. The Commissioners are Mark Smith (Chairman), John Inghram (Secretary), and Stanley Booth (Treasurer). Michael McNulty is the General Manager.

The General Manager has established an organizational chart consisting of four (4) operational divisions: Administration, Project Development & Wastewater Management, Construction & Maintenance, and Water Quality. A description of each division is as follows:

Administration Division: Responsibilities include customer billing/accounts receivable, customer service, bookkeeping, human resources, and accounts payable.

Project Development & Waste Management Division: Responsibilities include the treatment of wastewater and compliance with the District's NPDES permit, plan review for new projects, system asset management and mapping, asset locations for MISS Utility requests, overseeing new service connections, web design & social media, and to serve as the contact for local developers & contractors.

Construction & Maintenance Division: Responsibilities include the installation of new service connections, repairs of water and wastewater mainline breaks, new in-house construction projects, inspection of the District's water distribution & wastewater collection assets and infrastructure, as well as water booster pump station and sewer life station maintenance.

Water Quality Division: Responsibilities include the treatment of potable water, ensuring compliance with all applicable federal and state laws relating to water treatment and distribution, and the monitoring of source water for possible contamination.

Performance Goals, Objectives, and Results

- The District continues to implement wastewater maintenance program to reduce Infiltration and Inflow (I&I) into the sewer collection system.
- Hired new Staff to perform Operation & Maintenance to wastewater lift-stations.
- In-house repair of existing manholes and a pipe patch unit for trenchless repairing of existing sewer collection mains.
- The District Staff fabricated and installed five new pump control panels.
- The Poca system has been experiencing more issues than other service areas of the District's collection system. Therefore, we have focused on a more aggressive replacement and renewal program.
- The District continues to monitor non-revenue water loss and has maintained an aggressive water meter replacement program.

PUTNAM PUBLIC SERVICE DISTRICT
MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

Using this Annual Report
This annual report consists of three parts- management's discussion and analysis (this section), the basic financial statements, and required supplementary information.

The financial statements include notes that explain some of the information in the financial statements and provide more detailed data.

Reporting on the Public Service District as a Whole
The following list summarizes the major features of Putnam Public Service District's financial statements.

Scope: Putnam Public Service District operates similar to private businesses.

Required financial statements: Statements of Net Position, Statement of Revenues, Expenses, and Changes in Net Position, and Statement of Cash Flows.

Accounting basis and measurement focus: Accrual accounting and economic resources focus.

Types of asset/liability information: All assets and liabilities, both financial and capital, and short-term and long-term.

Type of inflow/outflow information: All revenue and expenses during the year, regardless of when cash is received or paid.

Financial Highlights
The change in Net Position of the District's activities is a $296,058 decrease from June 30, 2019. There was a net asset decrease of $225,958 in the Sewer Division and a $70,100 decrease in the Water Division.

The operating revenues decreased $40,527 and operating expenses decreased $27,810 from fiscal year June 30, 2019. The operational expenses for depreciation were $3,448,943.

The decrease in collection expenses is due to a decrease in repairs made during the year.

Financial Analysis of the Public Service District as a Whole
Condensed Financial Information from the Statement of Net Position for the years ended June 30, 2020 and June 30, 2019 are as follows:

	2020	2019
Current & Other Assets	$ 6,462,951	$ 6,205,954
Noncurrent Restricted Assets	5,553,479	5,351,486
Capital Assets	88,603,778	91,071,725
Total Assets	100,620,208	102,629,165
Long-Term Liabilities	63,128,066	65,087,727
Other Liabilities	3,204,866	3,045,359
Total Liabilities	$ 66,332,932	$ 68,133,086

Net Position	2020	2019
Net Investment in Capital Assets	$ 24,346,413	$ 25,064,683
Restricted for Working Capital Reserves	862,473	840,558
Restricted for Debt Service	694,817	628,328
Restricted for Construction Funds	25,376	5,023
Restricted for Reserves	3,853,465	3,688,283
Restricted for Repair and Replacement Reserves	1,700,014	1,663,203
Unrestricted	2,628,259	2,516,796
Total Net Position	$ 34,110,817	$ 34,406,874

Condensed Financial Information from the Statement of Revenues, Expenses, and Changes in Net Position for the years ended June 30, 2020 and 2019 are as follows:

	2020	2019
Operating Revenues	$ 12,189,439	$ 12,229,966
Operating Expenses	10,032,134	10,059,945
Operating Income (Loss)	2,157,305	2,170,021
Nonoperating Revenue (Expense)	(2,508,958)	(2,539,825)
Capital Grants & Contributions	55,596	-0-
Change in Net Position	$ (296,057)	$ (369,804)

The District's combined Net Position was $34,110,817 at June 30, 2020. The Net Position of the Sewer Division's activities have decreased $225,958 this year. The Net Position of the Water Division's activities have decreased by $70,100 this year.

The decrease in revenue and expenses could be attributed to effects of COVID-19 beginning in March 2020 and extending through the end of the fiscal year.

Capital Assets and Debt Administration

Capital Assets

At June 30, 2020, Putnam Public Service District had invested $148,979,478 in a broad range of capital assets. This amount represents a net increase (including additions and deductions) of $943,788 from last year.

	2020	2019	Increase (Decrease)
Land & Construction Work in Progress	$ 2,251,647	$ 1,809,759	$ 441,888
Capital Assets	146,727,831	146,225,931	501,900
Less: Accumulated Depreciation	(60,375,700)	(56,926,757)	(3,448,943)
Total Capital Assets, Net	$ 88,603,778	$ 91,108,933	$ (2,505,155)

Long-Term Debt

At year end, Putnam Public Service District had $64,046,610 in long-term liabilities outstanding. More information on outstanding debt can be found in the notes to the financial statements.

	2020	2019	Increase (Decrease)
Revenue Bonds Payable	$ 64,046,610	$ 65,721,076	$ (1,674,466)
Total	$ 64,046,610	$ 65,721,076	$ (1,674,466)

Systems, Controls, and Legal Compliance

Financial Controls

The District utilizes billing/accounts receivable software that requires each customer technician to open a new "journal" each business day in order to post payments. This method makes it nearly impossible to intentionally misappropriate cash. Customers who pay at the counter receive a receipt only after the payment is posted to their account. Technicians rotate working times at the front counter and never know where or when actual cash payments will be presented. Journals and cash drawers are balanced daily.

Employees who are assigned to the billing department do not work in the bookkeeping department. This ensures that individuals working with accounts receivable do not work with accounts payable. Deposits are made daily prior to the end of the business day.

Utility System Controls

The District has built-in redundancy for all of its pumping stations and chemical feeds. Controls are in place to monitor the water distribution system and the wastewater collection system. The District uses a remote monitoring system that provides continuous feedback to the water treatment facility that alerts the operator in case an alarm is triggered. Examples of events that would cause alarms to sound include the following: a rapid loss of water in a storage tank, pumps running continuously, and high water levels in wastewater lift stations.

The District has installed monitoring equipment and the applicable software in the water treatment plant in order to automate the facility. When the water treatment plant is running on automation, an on-call water operator has a tablet computer with which he or she can remotely check on tanks and pump stations in the event of an alert related to the water system. Additionally, a maintenance supervisor has a tablet computer with which he or she check on sewer lift-stations in the event of an alert related to the wastewater system. These tablets connect to the water treatment plant via a secure virtual private network (VPN) in order to monitor the system controls but cannot make changes.

Legal Compliance

The District has complied with all state and federal laws governing water treatment & distribution and sewage treatment & collection. The District has not received any citations or notice of violations during the past fiscal year for the Putnam operations.

The District received two violations relating to the North Putnam WWTP and five violations relating to the Poca WWTP. With regards to the North Putnam WWTP, one of the violations was due to a copper test result that was most likely a lab error and the other violation was due to the breakdown of a landfill customers inadequate pretreatment. Two of the violations regarding the Poca WWTP were due to a data entry error which were corrected after the violations were issued. One violation was issued because the District did not replace the Town of Poca sign on the river bank with a sign stating Putnam PSD. Another violation was issued due to a funeral home customer not keeping proper records.

The District was not fined for any of the violations issued nor were there any consent orders issued. None of the violations were related to the quality of effluent entering the Kanawha River.

Projects

Deer Valley Sewer Lift-Station

The District received an $860,000 grant from the US Economic Development Administration to replace the Deer Valley Sewer Lift-Station and upgrade the existing sewer force-main in order to accommodate a new Peterbilt truck dealership and repair center planned for construction on the adjacent property.

Water Treatment Plant Capacity Improvement Project

The District has applied for a $1.2 million grant from the US Economic Development Administration to construct a new state of the art mixed media water filter to replace a filter that was constructed in approximately 1963. The new filter will be rated to treat 1,050 gpm and estimated to be to have a life span of fifty years.

Discussion of Significant Items

In the last quarter of the fiscal year, the United States was essentially shut down due to the corona virus pandemic. During this period, restaurants, schools, retail stores, business offices, government offices, and our local hospital closed or implemented significant cut-backs resulting in much lower sales of water and wastewater service. During this period District management carefully monitored expenses throughout the pandemic period and adjusted expenses where it has been practical. Some employees were furloughed and others were transferred from one division to another in order to makeup manpower shortfalls. The District has also utilized part-time employees to cover manpower shortfalls when necessary.

The District service area was dryer than the previous nine fiscal years resulting in more substantial water sales to the City of Hurricane.

Uncollectable accounts for fiscal year ending June 30, 2020 decreased approximately $11,553 from fiscal year ending June 30, 2019. The District's Customer Service Staff has been working diligently with West Virginia American Water Company to ensure that water service terminations for the District's delinquent wastewater customers are done in a timely manner. The vast majority of "write-offs" are from rental customers whose bills are not covered by their security deposits.

It is important to note that on March 13, 2020, the Public Service Commission of West Virginia issued a General Order requesting all water utilities suspend water service terminations. Although this was only a request, the District, in the best interest of its customers, complied with the Order.

The District was able to refinance two 2006 sewer bonds resulting in a savings of $368,091 over the life of the loan. The District has also begun the process of refinancing a 2006 water bond.

Economic Factors and Next Year's Budget and Rates

Budgeted expenditures are expected to increase while revenues will also increase for fiscal year 2021. If these estimates are realized, Putnam Public Service District's cash balance is expected to remain the same at the close of 2020.

Request for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to District Address.

COMBINED FINANCIAL STATEMENTS

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF NET POSITION
JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
ASSETS		
Current Assets		
Cash	$ 3,371,091	$ 3,265,531
Accounts Receivable - Net of Uncollectibles	635,519	678,650
Accounts Receivable - Other	364	376
Prepaid Expenses	38,862	47,340
Inventory	166,535	130,649
Restricted Assets		
Working Capital Reserves	862,473	840,558
Debt Service Funds	694,817	628,328
Customer Deposits Funds	612,318	609,499
Construction Funds	25,376	5,023
Grants Receivable	55,596	-0-
Total Current Assets	6,462,951	6,205,954
Noncurrent Assets		
Restricted Assets		
Debt Reserves	3,853,465	3,688,283
Repair and Replacement Reserves	1,700,014	1,663,203
Capital Assets		
Construction Work in Progress	172,111	-0-
Land and Land Rights	2,079,536	1,809,759
Other Capital Assets - Net of Accumulated Depreciation	86,352,131	89,261,966
Total Noncurrent Assets	94,157,257	96,423,211
Total Assets	100,620,208	102,629,165
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Outflows	219,767	232,705
Deferred OPEB Outflows	81,420	93,433
Total Deferred Outflows of Resources	301,187	326,138

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF NET POSITION
JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
LIABILITIES		
Current Liabilities		
Accounts Payable	$ 281,841	$ 254,832
Accrued Payroll	51,164	42,421
Accrued Compensated Absences	141,568	100,972
Accrued Other Liabilities	58,818	-0-
Current Liabilities Payable from Restricted Assets		
Customer Deposits	558,250	556,570
Accrued Interest - Customer Deposits	22,657	16,173
Accrued Interest - Long-Term Debt	266,351	285,966
Bonds Payable - Current Portion	1,824,217	1,788,425
Total Current Liabilities	3,204,866	3,045,359
Noncurrent Liabilities		
Accrued Other Post Employment Benefits	620,422	802,785
Accrued Net Pension Liability	285,251	352,291
Bonds Payable - Net of Current Portion	62,222,393	63,932,651
Total Noncurrent Liabilities	63,128,066	65,087,727
Total Liabilities	66,332,932	68,133,086
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Inflows	195,184	218,241
Deferred OPEB Inflows	282,462	197,102
Total Deferred Inflows of Resources	477,646	415,343
NET POSITION		
Net Investment in Capital Assets	24,346,413	25,064,683
Restricted For:		
Working Capital Reserves	862,473	840,558
Debt Service	694,817	628,328
Construction Funds	25,376	5,023
Debt Reserves	3,853,465	3,688,283
Repair and Replacement Reserves	1,700,014	1,663,203
Unrestricted	2,628,259	2,516,796
Total Net Position	34,110,817	34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
Operating Revenues		
Charges for Service	$ 11,558,341	$ 11,589,342
Sales for Resale	60,960	29,743
Fire Protection Fees	56,958	57,143
Penalties	133,635	172,403
Miscellaneous Operating Revenues	64,153	70,270
Miscellaneous Contract Revenues	315,392	311,065
Total Operating Revenues	12,189,439	12,229,966
Operating Expenses		
Salaries and Wages	1,971,218	1,942,165
Board Fees	14,800	14,851
Employee Benefits	394,866	311,588
Taxes	162,075	161,771
Administrative & General	196,898	202,763
Contractual Services	139,896	172,994
Rents	2,573	1,061
Regulatory Fees	30,172	32,429
Liability Insurance & Workers Compensation	160,515	163,827
Purchased Wastewater Treatment	1,845,322	1,833,776
Repairs and Maintenance	836,428	846,095
Materials & Supplies	210,501	212,412
Utilities	397,155	414,085
Transportation	103,350	114,254
Contract Expenses	2,034	1,320
Miscellaneous	115,388	125,427
Depreciation	3,448,943	3,509,127
Total Operating Expenses	10,032,134	10,059,945
Net Operating Income (Loss)	2,157,305	2,170,021
Non-operating Revenues (Expenses)		
Interest Income	150,930	135,682
Interest on Long-Term Debt	(2,568,807)	(2,654,892)
Interest on Deposits	(12,620)	(11,034)
MBC Administrative Fees	(32,933)	(32,839)
Miscellaneous Non-Operating Revenues	16,597	23,258
Bond Issuance Costs	(62,125)	-0-
Total Non-operating Revenue (Expense)	(2,508,958)	(2,539,825)
Income (Loss) Before Capital Contributions	(351,653)	(369,804)
Capital Contributions		
Grants and Contributions	55,596	-0-
Total Capital Contributions	55,596	-0-
Change in Net Position	(296,057)	(369,804)
Net Position - Beginning of Year	34,406,874	34,776,678
Net Position - End of Year	$ 34,110,817	$ 34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Received from Customers	$ 12,232,570	$ 12,258,034
Other Operating Receipts	12	83
Cash Paid for Goods and Services	(3,996,613)	(4,124,168)
Cash Paid for Wages and Benefits	(2,640,969)	(2,635,806)
Net Cash Provided (Used) by Operating Activities	5,595,000	5,498,143
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:		
Change in Customer Deposits	1,680	8,797
Interest Paid on Customer Deposits	(6,136)	(3,896)
Net Cash Provided (Used) by Non-Capital Financing Activities	(4,456)	4,901
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:		
Acquisition and Construction of Capital Assets	(980,998)	(199,838)
Bonds/Notes Payable Borrowings	5,956,924	2,501
Bonds/Notes Payable Repayments	(7,636,575)	(1,752,584)
Interest Paid	(2,583,331)	(2,661,151)
MBC Admin Fees Paid	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	16,597	23,258
Bond Issuance Costs	(62,125)	-0-
Net Cash Provided (Used) by Capital & Related Financing Activities	(5,322,347)	(4,620,653)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest and Dividends	150,930	135,682
Purchase of Certificates of Deposit	(66,511)	(2,551,136)
Redemption of Certificates of Deposit	-0-	2,082,318
Deposits to Municipal Bond Commission	(2,731,482)	(2,288,590)
Disbursements from Municipal Bond Commission	2,499,812	2,061,225
Net Cash Provided (Used) by Investing Activities	(147,251)	(560,501)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	120,946	321,890
Cash and Cash Equivalents, Beginning of Year	3,832,678	3,510,788
Cash and Cash Equivalents, End of Year	$ 3,953,624	$ 3,832,678
RECONCILIATION TO STATEMENT OF NET POSITION		
Unrestricted Cash and Cash Equivalents	3,371,091	3,265,531
Restricted Cash - Customer Deposits	285,984	291,457
Restricted Cash - Construction Funds	25,376	5,023
Restricted Cash - Repair and Replacement Reserves	271,173	270,667
Total Cash and Cash Equivalents	$ 3,953,624	$ 3,832,678

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	2020	2019
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Income (Loss)	$ 2,157,305	$ 2,170,021
Adjustments to reconcile Operating Income to net cash provided by operating activities:		
Depreciation and Amortization	3,448,943	3,509,127
Bad Debts	21,450	37,666
Decrease (Increase) in:		
Accounts Receivable	21,681	(9,598)
Other Accounts Receivable	12	83
Prepaid Expenses	8,478	1,589
Inventory	(35,886)	1,925
Deferred Pension Outflows	12,938	59,476
Deferred OPEB Outflows	12,013	(16,969)
Increase (Decrease) in:		
Accounts Payable	27,009	7,612
Accrued Payroll	8,743	10,679
Accrued Compensated Absences	40,596	(22,094)
Other Accrued Liabilities	58,818	-0-
Other Post Employment Benefits	(182,363)	(96,429)
Accrued Net Pension Liability	(67,040)	(242,948)
Deferred Pension Inflows	(23,057)	31,713
Deferred OPEB Inflows	85,360	56,290
Total Adjustments	3,437,695	3,328,122
Net Cash Provided (Used) by Operating Activities	$ 5,595,000	$ 5,498,143
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:		
Bond Discount and Premium Amortization	$ 5,091	$ 4,661

See the accompanying notes and accountant's report

COMBINING FINANCIAL STATEMENTS

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2020

	Water	Wastewater	Total
ASSETS			
Current Assets			
Cash	$ 1,566,905	$ 1,804,186	$ 3,371,091
Accounts Receivable - Net of Uncollectibles	257,041	378,478	635,519
Accounts Receivable - Other	-0-	364	364
Prepaid Expenses	16,244	22,618	38,862
Inventory	132,459	34,076	166,535
Restricted Assets			
Working Capital Reserves	289,493	572,980	862,473
Debt Service Funds	403,531	291,286	694,817
Customer Deposits Funds	225,693	386,625	612,318
Construction Funds	5,032	20,344	25,376
Grants Receivable	-0-	55,596	55,596
Total Current Assets	2,896,398	3,566,553	6,462,951
Noncurrent Assets			
Restricted Assets			
Debt Reserves	1,698,302	2,155,163	3,853,465
Repair & Replacement Reserves	506,596	1,193,418	1,700,014
Capital Assets			
Construction Work in Progress	41,562	130,549	172,111
Land and Land Rights	880,660	1,198,876	2,079,536
Other Capital Assets - Net of Accumulated Depreciation	32,121,938	54,230,193	86,352,131
Total Noncurrent Assets	35,249,058	58,908,199	94,157,257
Total Assets	38,145,456	62,474,752	100,620,208
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows	96,157	123,610	219,767
Deferred OPEB Outflows	38,267	43,153	81,420
Total Deferred Outflows of Resources	134,424	166,763	301,187

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2020

	Water	Wastewater	Total
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 47,508	$ 234,333	$ 281,841
Accrued Payroll	24,047	27,117	51,164
Accrued Compensated Absences	66,537	75,031	141,568
Accrued Other Liabilities	23,559	35,259	58,818
Current Liabilities Payable from Restricted Assets			
Customer Deposits	200,102	358,148	558,250
Accrued Interest - Customer Deposits	8,404	14,253	22,657
Accrued Interest - Long-Term Debt	161,873	104,478	266,351
Bonds Payable - Current Portion	670,719	1,153,498	1,824,217
Total Current Liabilities	1,202,749	2,002,117	3,204,866
Noncurrent Liabilities			
Accrued Other Post Employment Benefits	291,598	328,824	620,422
Accrued Net Pension Liability	134,068	151,183	285,251
Bonds Payable - Net of Current Portion	27,097,963	35,124,430	62,222,393
Total Noncurrent Liabilities	27,523,629	35,604,437	63,128,066
Total Liabilities	28,726,378	37,606,554	66,332,932
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows	91,736	103,448	195,184
Deferred OPEB Inflows	132,757	149,705	282,462
Total Deferred Inflows of Resources	224,493	253,153	477,646
NET POSITION			
Net Investment in Capital Assets	5,113,605	19,232,808	24,346,413
Restricted For:			
Working Capital Reserves	289,493	572,980	862,473
Debt Service	403,531	291,286	694,817
Construction Funds	5,032	20,344	25,376
Debt Reserves	1,698,302	2,155,163	3,853,465
Repair and Replacement Reserves	506,596	1,193,418	1,700,014
Unrestricted	1,312,450	1,315,809	2,628,259
Total Net Position	9,329,009	24,781,808	34,110,817

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2019

	Water	Wastewater	Total
ASSETS			
Current Assets			
Cash	$ 1,334,311	$ 1,931,220	$ 3,265,531
Accounts Receivable - Net of Uncollectibles	257,151	421,499	678,650
Accounts Receivable - Other	-0-	376	376
Prepaid Expenses	19,357	27,983	47,340
Inventory	93,940	36,709	130,649
Restricted Assets			
Working Capital Reserves	282,137	558,421	840,558
Debt Service Funds	389,982	238,346	628,328
Customer Deposits Funds	222,295	387,204	609,499
Construction Funds	5,023	-0-	5,023
Total Current Assets	2,604,196	3,601,758	6,205,954
Noncurrent Assets			
Restricted Assets			
Debt Reserves	1,642,595	2,045,688	3,688,283
Repair & Replacement Reserves	496,142	1,167,061	1,663,203
Capital Assets			
Land and Land Rights	753,865	1,055,894	1,809,759
Other Capital Assets - Net of Accumulated Depreciation	33,396,708	55,865,258	89,261,966
Total Noncurrent Assets	36,289,310	60,133,901	96,423,211
Total Assets	38,893,506	63,735,659	102,629,165
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows	105,070	127,635	232,705
Deferred OPEB Outflows	42,526	50,907	93,433
Total Deferred Outflows of Resources	147,596	178,542	326,138

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2019

	Water	Wastewater	Total
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 56,139	$ 198,693	$ 254,832
Accrued Payroll	19,938	22,483	42,421
Accrued Compensated Absences	47,457	53,515	100,972
Current Liabilities Payable from Restricted Assets			
Customer Deposits	197,276	359,294	556,570
Accrued Interest - Customer Deposits	5,987	10,186	16,173
Accrued Interest - Long-Term Debt	164,277	121,689	285,966
Bonds Payable - Current Portion	641,212	1,147,213	1,788,425
Total Current Liabilities	1,132,286	1,913,073	3,045,359
Noncurrent Liabilities			
Accrued Other Post Employment Benefits	377,309	425,476	802,785
Accrued Net Pension Liability	165,577	186,714	352,291
Bonds Payable - Net of Current Portion	27,771,611	36,161,040	63,932,651
Total Noncurrent Liabilities	28,314,497	36,773,230	65,087,727
Total Liabilities	29,446,783	38,686,303	68,133,086
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows	102,573	115,668	218,241
Deferred OPEB Inflows	92,638	104,464	197,102
Total Deferred Inflows of Resources	195,211	220,132	415,343
NET POSITION			
Net Investment in Capital Assets	5,573,473	19,491,210	25,064,683
Restricted For:			
Working Capital Reserves	282,137	558,421	840,558
Debt Service	389,982	238,346	628,328
Construction Funds	5,023	-0-	5,023
Debt Reserves	1,642,595	2,045,688	3,688,283
Repair and Replacement Reserves	496,142	1,167,061	1,663,203
Unrestricted	1,009,756	1,507,040	2,516,796
Total Net Position	9,399,108	25,007,766	34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
Operating Revenues			
Charges for Service	$ 4,494,991	$ 7,063,350	$ 11,558,341
Sales for Resale	60,960	-0-	60,960
Fire Protection Fees	56,958	-0-	56,958
Penalties	45,513	88,122	133,635
Miscellaneous Operating Revenues	30,044	34,109	64,153
Miscellaneous Contract Revenues	-0-	315,392	315,392
Total Operating Revenues	4,688,466	7,500,973	12,189,439
Operating Expenses			
Salaries and Wages	848,140	1,123,078	1,971,218
Board Fees	6,956	7,844	14,800
Employee Benefits	170,330	224,536	394,866
Taxes	69,960	92,115	162,075
Administrative & General	77,354	119,544	196,898
Contractual Services	70,921	68,975	139,896
Rents	-0-	2,573	2,573
Regulatory Fees	11,718	18,454	30,172
Liability Insurance & Workers Compensation	75,442	85,073	160,515
Purchased Wastewater Treatment	-0-	1,845,322	1,845,322
Repairs and Maintenance	350,656	485,772	836,428
Materials & Supplies	175,834	34,667	210,501
Utilities	204,939	192,216	397,155
Transportation	26,191	77,159	103,350
Contract Expenses	-0-	2,034	2,034
Miscellaneous	53,199	62,189	115,388
Depreciation	1,451,156	1,997,787	3,448,943
Total Operating Expenses	3,592,796	6,439,338	10,032,134
Net Operating Income (Loss)	1,095,670	1,061,635	2,157,305
Non-operating Revenues (Expenses)			
Interest Income	55,629	95,301	150,930
Interest on Long-Term Debt	(1,229,690)	(1,339,117)	(2,568,807)
Interest on Deposits	(4,558)	(8,062)	(12,620)
MBC Administrative Fees	-0-	(32,933)	(32,933)
Miscellaneous Non-Operating Revenues	12,850	3,747	16,597
Bond Issuance Costs	-0-	(62,125)	(62,125)
Total Non-operating Revenue (Expense)	(1,165,769)	(1,343,189)	(2,508,958)
Income (Loss) Before Capital Contributions	(70,099)	(281,554)	(351,653)
Capital Contributions			
Grants and Contributions	-0-	55,596	55,596
Total Capital Contributions	-0-	55,596	55,596
Change in Net Position	(70,099)	(225,958)	(296,057)
Net Position - Beginning of Year	9,399,108	25,007,766	34,406,874
Net Position - End of Year	$ 9,329,009	$ 24,781,808	$ 34,110,817

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
Operating Revenues			
Charges for Service	$ 4,489,890	$ 7,099,452	$ 11,589,342
Sales for Resale	29,743	-0-	29,743
Fire Protection Fees	57,143	-0-	57,143
Penalties	65,658	106,745	172,403
Miscellaneous Operating Revenues	29,225	41,045	70,270
Miscellaneous Contract Revenues	-0-	311,065	311,065
Total Operating Revenues	4,671,659	7,558,307	12,229,966
Operating Expenses			
Salaries and Wages	877,373	1,064,792	1,942,165
Board Fees	6,980	7,871	14,851
Employee Benefits	144,175	167,413	311,588
Taxes	73,548	88,223	161,771
Administrative & General	78,499	124,264	202,763
Contractual Services	92,001	80,993	172,994
Rents	-0-	1,061	1,061
Regulatory Fees	12,525	19,904	32,429
Liability Insurance & Workers Compensation	76,590	87,237	163,827
Purchased Wastewater Treatment	-0-	1,833,776	1,833,776
Repairs and Maintenance	385,186	460,909	846,095
Materials & Supplies	182,942	29,470	212,412
Utilities	215,187	198,898	414,085
Transportation	25,882	88,372	114,254
Contract Expenses	-0-	1,320	1,320
Miscellaneous	51,037	74,390	125,427
Depreciation	1,461,347	2,047,780	3,509,127
Total Operating Expenses	3,683,272	6,376,673	10,059,945
Net Operating Income (Loss)	988,387	1,181,634	2,170,021
Non-operating Revenues (Expenses)			
Interest Income	53,099	82,583	135,682
Interest on Long-Term Debt	(1,255,671)	(1,399,221)	(2,654,892)
Interest on Deposits	(3,884)	(7,150)	(11,034)
MBC Administrative Fees	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenues	23,258	-0-	23,258
Total Non-operating Revenue (Expense)	(1,183,198)	(1,356,627)	(2,539,825)
Change in Net Position	(194,811)	(174,993)	(369,804)
Net Position - Beginning of Year	9,593,919	25,182,759	34,776,678
Net Position - End of Year	$ 9,399,108	$ 25,007,766	$ 34,406,874

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Customers	$ 4,688,576	$ 7,543,994	$ 12,232,570
Other Operating Receipts	-0-	12	12
Cash Paid for Goods and Services	(1,073,688)	(2,922,925)	(3,996,613)
Cash Paid for Wages and Benefits	(1,140,007)	(1,500,962)	(2,640,969)
Net Cash Provided (Used) by Operating Activities	2,474,881	3,120,119	5,595,000
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Change in Customer Deposits	2,826	(1,146)	1,680
Interest Paid on Customer Deposits	(2,141)	(3,995)	(6,136)
Net Cash Provided (Used) by Non-Capital Financing Activities	685	(5,141)	(4,456)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:			
Acquisition and Construction of Capital Assets	(344,744)	(636,254)	(980,998)
Bonds/Notes Payable Borrowings	-0-	5,956,924	5,956,924
Bonds/Notes Payable Repayments	(644,142)	(6,992,433)	(7,636,575)
Interest Paid	(1,232,094)	(1,351,237)	(2,583,331)
MBC Admin Fees Paid	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	12,850	3,747	16,597
Bond Issuance Costs	-0-	(62,125)	(62,125)
Net Cash Provided (Used) by Capital & Related Financing Activities	(2,208,130)	(3,114,217)	(5,322,347)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest and Dividends	55,629	95,301	150,930
Purchase of Certificates of Deposit	(20,381)	(46,130)	(66,511)
Deposits to Municipal Bond Commission	(967,642)	(1,763,840)	(2,731,482)
Disbursements from Municipal Bond Commission	898,387	1,601,425	2,499,812
Net Cash Provided (Used) by Investing Activities	(34,007)	(113,244)	(147,251)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	233,429	(112,483)	120,946
Cash and Cash Equivalents, Beginning of Year	1,558,152	2,274,526	3,832,678
Cash and Cash Equivalents, End of Year	$ 1,791,581	$ 2,162,043	$ 3,953,624
RECONCILIATION TO STATEMENT OF NET POSITION			
Unrestricted Cash and Cash Equivalents	1,566,905	1,804,186	3,371,091
Restricted Cash - Customer Deposits	116,915	169,069	285,984
Restricted Cash - Construction Funds	5,032	20,344	25,376
Restricted Cash - Repair and Replacement Reserves	102,729	168,444	271,173
Total Cash and Cash Equivalents	$ 1,791,581	$ 2,162,043	$ 3,953,624

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Water	Wastewater	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating Income (Loss)	$ 1,095,670	$ 1,061,635	$ 2,157,305
Adjustments to reconcile Operating Income to net cash provided by operating activities:			
Depreciation and Amortization	1,451,156	1,997,787	3,448,943
Bad Debts	5,329	16,121	21,450
Decrease (Increase) in:			
Accounts Receivable	(5,219)	26,900	21,681
Other Accounts Receivable	-0-	12	12
Prepaid Expenses	3,113	5,365	8,478
Inventory	(38,519)	2,633	(35,886)
Deferred Pension Outflows	8,913	4,025	12,938
Deferred OPEB Outflows	4,259	7,754	12,013
Increase (Decrease) in:			
Accounts Payable	(8,631)	35,640	27,009
Accrued Payroll	4,109	4,634	8,743
Accrued Compensated Absences	19,080	21,516	40,596
Other Accrued Liabilities	23,559	35,259	58,818
Other Post Employment Benefits	(85,711)	(96,652)	(182,363)
Accrued Net Pension Liability	(31,509)	(35,531)	(67,040)
Deferred Pension Inflows	(10,837)	(12,220)	(23,057)
Deferred OPEB Inflows	40,119	45,241	85,360
Total Adjustments	1,379,211	2,058,484	3,437,695
Net Cash Provided (Used) by Operating Activities	$ 2,474,881	$ 3,120,119	$ 5,595,000
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:			
Bond Discount and Premium Amortization	$ -0-	$ 5,091	$ 5,091

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Customers	$ 4,666,098	$ 7,591,936	$ 12,258,034
Other Operating Receipts	-0-	83	83
Cash Paid for Goods and Services	(1,110,300)	(3,013,868)	(4,124,168)
Cash Paid for Wages and Benefits	(1,192,940)	(1,442,866)	(2,635,806)
Net Cash Provided (Used) by Operating Activities	2,362,858	3,135,285	5,498,143
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Change in Customer Deposits	227	8,570	8,797
Interest Paid on Customer Deposits	(1,450)	(2,446)	(3,896)
Net Cash Provided (Used) by Non-Capital Financing Activities	(1,223)	6,124	4,901
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES:			
Acquisition and Construction of Capital Assets	(62,806)	(137,032)	(199,838)
Bonds/Notes Payable Borrowings	-0-	2,501	2,501
Bonds/Notes Payable Repayments	(614,907)	(1,137,677)	(1,752,584)
Interest Paid	(1,261,647)	(1,399,504)	(2,661,151)
MBC Admin Fees Paid	-0-	(32,839)	(32,839)
Miscellaneous Non-Operating Revenue	23,258	-0-	23,258
Net Cash Provided (Used) by Capital & Related Financing Activities	(1,916,102)	(2,704,551)	(4,620,653)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest and Dividends	53,099	82,583	135,682
Purchase of Certificates of Deposit	(781,756)	(1,769,380)	(2,551,136)
Redemption of Certificates of Deposit	447,698	1,634,620	2,082,318
Deposits to Municipal Bond Commission	(979,874)	(1,308,716)	(2,288,590)
Disbursements from Municipal Bond Commission	888,742	1,172,483	2,061,225
Net Cash Provided (Used) by Investing Activities	(372,091)	(188,410)	(560,501)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	73,442	248,448	321,890
Cash and Cash Equivalents, Beginning of Year	1,484,710	2,026,078	3,510,788
Cash and Cash Equivalents, End of Year	$ 1,558,152	$ 2,274,526	$ 3,832,678
RECONCILIATION TO STATEMENT OF NET POSITION			
Unrestricted Cash and Cash Equivalents	1,334,311	1,931,220	3,265,531
Restricted Cash - Customer Deposits	116,281	175,176	291,457
Restricted Cash - Construction Funds	5,023	-0-	5,023
Restricted Cash - Repair and Replacement Reserves	102,537	168,130	270,667
Total Cash and Cash Equivalents	$ 1,558,152	$ 2,274,526	$ 3,832,678

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	Water	Wastewater	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating Income (Loss)	$ 988,387	$ 1,181,634	$ 2,170,021
Adjustments to reconcile Operating Income to net cash provided by operating activities:			
Depreciation and Amortization	1,461,347	2,047,780	3,509,127
Bad Debts	9,945	27,721	37,666
Decrease (Increase) in:			
Accounts Receivable	(15,506)	5,908	(9,598)
Other Accounts Receivable	-0-	83	83
Prepaid Expenses	469	1,120	1,589
Inventory	6,342	(4,417)	1,925
Deferred Pension Outflows	32,255	27,221	59,476
Deferred OPEB Outflows	(6,588)	(10,381)	(16,969)
Increase (Decrease) in:			
Accounts Payable	9,718	(2,106)	7,612
Accrued Payroll	5,019	5,660	10,679
Accrued Compensated Absences	(10,384)	(11,710)	(22,094)
Other Post Employment Benefits	(45,322)	(51,107)	(96,429)
Accrued Net Pension Liability	(114,185)	(128,763)	(242,948)
Deferred Pension Inflows	14,905	16,808	31,713
Deferred OPEB Inflows	26,456	29,834	56,290
Total Adjustments	1,374,471	1,953,651	3,328,122
Net Cash Provided (Used) by Operating Activities	$ 2,362,858	$ 3,135,285	$ 5,498,143
SCHEDULE OF NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES:			
Bond Discount Amortization	$ -0-	$ 4,661	$ 4,661

See the accompanying notes and accountant's report

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Putnam Public Service District ("The District"), conform to generally accepted accounting principles as applicable to local governments. The following is a summary of significant accounting policies:

A. Reporting Entity

The Putnam Public Service District serves approximately 9,940 water and 11,580 wastewater customers in Putnam County, West Virginia. It is a governmental entity, body politic, created by the Putnam County Commission (the "Commission") under the provisions of Chapter 16, Article 13A, of the West Virginia Code, as amended, and known as the Public Service Commission Law of West Virginia. The District receives no operating appropriations from the County Commission nor is the Commission able to impose its will upon the District; therefore, the District is not considered to be a component unit of the Commission.

B. Fund Financial Statements

The financial statements (i.e., the statement of net position, the statement of revenues, expenses, and changes in net position, and the statement of cash flows) report information on all of the activities of the Board. Business-type activities rely to a significant extent on fees and charges for support.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The District reports the following major proprietary funds:

Water Fund: serves the citizens of the District by providing water services to the community. This fund accounts for receipts and expenses of operating this facility. The rates for user charges and bond issuance authorizations are approved by the District's board members.

Wastewater Fund: serves the citizens of the District by providing wastewater treatment services to the community. This fund accounts for receipts and expenses of operating this facility. The rates for user charges and bond issuance authorizations are approved by the District's board members.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the District's funds are charges to customers for service. Operating expenses for the enterprise funds include the cost of services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, and then unrestricted resources as needed.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Deposits and Investments

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of less than three months from the date of acquisition. For purposes of the Statement of Cash Flows, restricted assets may be considered cash equivalents based on liquidity.

Cash and cash equivalents are composed of the following:

The District reports its investments at fair value, except for: 1) non-participating investment contracts (nonnegotiable certificates of deposit and repurchase agreements) which are reported at cost, which approximates fair value and, 2) investments held by 2a7-like external investment pools such as the WV Money Market and WV Government Money Market pools are measured at amortized cost, as permissible under *Governmental Accounting Standards* (GASB) Statement No. 31, as amended by GASB Statement Nos. 72 and 79. Investments of the Municipal Bond Commission are reported at fair value. All investment income, including changes in fair value of investments, are recognized as revenue in the operating statement. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The composition of investments and fair values are presented in Note 3.

State statutes authorize the government to invest in the State Investment Pool or the Municipal Bond Commission or to invest such funds in the following classes or securities: Obligations of the United States or any agency thereof; certificates of deposit (which mature in less than one year); general and direct obligations of the State of West Virginia; obligations of the federal mortgage association; indebtedness secured by first lien deeds of trust for property situated within this State if the payment is substantially insured or guaranteed by the federal government; pooled mortgage trusts (subject to limitations); indebtedness of any private corporation that is properly graded in the top three ratings, at the time of acquisition; interest earning deposits which are fully insured or collateralized; and mutual funds registered with the S.E.C. which have assets over three hundred million dollars.

State statute § 8-13-22c places limitations on the aforementioned investments including the following: at no time can investment portfolios consist of more than seventy-five percent of the indebtedness of any private corporation nor can the portfolio have over twenty-five percent of its portfolio consisting of the indebtedness of a private corporation's debt which matures in less than one year; at no time may more than nine percent of the portfolio be invested in securities issued by a single private corporation or association; and at no time can more than sixty percent of the portfolio be invested in equity mutual funds.

E. Receivables

Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "interfund receivables or payables" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Trade Receivables

Accounts Receivable as presented in these financial statements represents the total due that the District's Board believes to be collectible, net of uncollectible accounts at June 30, 2020 and June 30, 2019. Allowance for Doubtful accounts is historically maintained at approximately 2% of Accounts Receivable.

Grants and Receivable

The District had an ongoing extension and upgrade project during the year. As of June 30, 2020, the District has chosen to record the a grant receivable from the the funding agency to reflect the amount of reimbursement requested prior to year-end.

F. Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses.

G. Inventories

Inventory consists of repair materials that are costed on an average cost basis on a first-in-first-out basis.

H. Property, Plant, and Equipment and Depreciation

Property, Plant, and Equipment are stated at cost, less related accumulated depreciation. Maintenance and repairs that neither materially add to the value of the property nor appreciably prolong its life are charged against income in the year incurred. Depreciation is computed using the straight line method over the estimated useful lives of the assets. The estimated lives of the assets are as follows:

Assets	Years
Structures & Improvements	40 – 50
Water Treatment Equipment	10 – 25
Pumping Equipment	10 – 25
Source of Supply	25 – 50
Transmission & Distribution System	25 – 50
Collecting System	10 – 25
Pumping System	10 – 25
Treatment & Disposal System	25 – 50
Office Furniture & Equipment	5 – 10
Transportation Equipment	5
Other General Plant	5 – 10

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Bond Premiums and Discounts

Bond discounts and premiums are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond discount or premium. Amortization of bond discounts and premiums are reported as interest expense. The amounts charged to interest expense for the years endedJune 30, 2020 and June 30, 2019

	June 30, 2020	June 30, 2019
Water Fund	$ -0-	$ -0-
Wastewater Fund	5,091	4,661
Total Amortization	$ 5,091	$ 4,661

J. Debt Issuance Costs

Debt issuance costs are expensed when incurred. Debt issuance costs incurred during the years ended June 30, 2020 and June 30, 2019 were:

	June 30, 2020	June 30, 2019
Water Fund	$ -0-	$ -0-
Wastewater Fund	62,125	-0-
Total Debt Issuance Costs	$ 62,125	$ -0-

K. Customer Deposits

The District collects deposits on new and prior delinquent customers as required by the Rules of the Public Service Commission of West Virginia. These accounts are to be maintained in a separate bank account and are to be refunded to owners after bills for service have been paid on time for twelve (12) consecutive months. Renters' deposits are held until accounts are closed.

L. Compensated Absences

It is the District's policy to permit full-time, permanent employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. The compensated absences liability is liquidated using funds to which the liability accrued as the accumulated leave is used. Compensated absences have been accrued at the employees' current hourly rates at year-end.

M. Advances for Construction

The District has entered into various extension agreements. Advances represent amounts paid by the customer to install new services. These amounts are recorded as fixed assets in the year the agreement is entered into. Payments represent the amount the District has refunded the customer due to services being extended to new customers in that area subsequent to the 5.5 agreement. Expired amounts represents agreements in which the refund period has expired per the service agreement. The amounts are recorded as grants and contributions in the year of expiration.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Long-Term Obligations

In the financial statements, long-term debt and other long-term obligations are reported as liabilities in the proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs, except prepaid insurance, whether or not withheld from actual debt proceeds received are recorded as expenses during the period in which the bonds were issued.

O. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

P. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of the resources related to pensions, and pension expense, information about the fiduciary net pension of the West Virginia Public Employees Retirement System (PERS) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability and deferred outflows/inflows of the resources related to OPEB, and OPEB expense, information about the Retiree Health Benefit Trust Fund (RHBT) and additions to/deductions from the RHBT's' fiduciary net position have been determined on the same basis as they are reported by the RHBT. RHBT recognizes benefit payments when due and payable in accordance with the benefit terms. investments are reported at fair value.

R. Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include assessing the collectability of accounts receivable, the use and recoverability of inventory, and the useful lives and impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

S. Income Taxes

The District is not subject to Federal income taxes since it is a part of state and local government that is exempt under Internal Revenue Code Section 115.

T. Contributed Capital and Capital Contributions

Prior to the implementation of GASB 33, *Accounting and Financial Reporting for Non-exchange Transactions*: grants, contributions, entitlements, and shared revenues restricted for acquisition or construction of capital assets were recorded as contributed capital. As required by GASB 33, the District recognizes capital contributions as revenue rather than as contributed capital.

U. Net Position

Equity is classified as net position and displayed in three components:

a. Net Investment in Capital Assets – Consists of capital assets, restricted assets relating to bond covenants, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowing that are attributable to the acquisition, construction or improvement of those assets.

b. Restricted Net Position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted Net Position – All other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt".

V. Recently Issued and Adopted Accounting Pronouncements

GASB 88: Certain Disclosures Related to Debt, Including Direct Borrowing and Direct Placements – In April 2018, the GASB issued Statement No. 88, Certain Disclosures Related to Debt, Including Direct Borrowing and Direct Placements. GASB 88's objective is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This statement is effective for reporting periods beginning after June 15, 2018. The adoption of GASB 88 does not have any impact on the District's current financial statements.

GASB 89: Accounting for Interest Cost Incurred Before The End of a Construction Period – In June 2018, the GASB issued Statement No. 89, Accounting for Interest Cost Incurred Before The End of a Construction Period. GASB 89's objectives are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This statement is effective for reporting periods beginning after December 15, 2019. The District has chose to early implement this standard. The adoption of GASB 89 does not have any impact on the District's current financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GASB 90: Majority Equity Interests-An Amendment of GASB Statments No. 14 and No. 61 – In August 2018, the GASB issued Statement No. 90, Majority Equity Interests- An Amendment of GASB Statements No. 14 and No. 61. GASB 90's objectives are improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This statement is effective for reporting periods beginning after December 15, 2018. The adoption of GASB 90 does not have any impact on the District's current financial statements.

NOTE 2. RESTRICTED CASH AND INVESTMENTS

These accounts represent amounts that are restricted in their use:

Working Capital Reserves:
Required by the West Virginia Senate Bill 234 to accumulate funds equal to at least 1/8 of annual operating expenses.

Customer Security Deposits:
Required by the West Virginia Public Service Commission to refund customer security deposits after twelve (12) months of consecutive on time payments.

Construction Funds:
Required by Federal granting agencies to maintain project funds until completion of the project. All construction funds are maintained in cash balances.

Debt Service Fund:
Required by bond indentures to accumulate required funds to pay the principal and interest as it becomes due.

Debt Reserves Fund:
The District is required to set aside, on a monthly basis, an amount equal to one-twelfth (1/12) of one-tenth (1/10) of the annual debt service owed to bonding agencies until such time as an amount equal to the required annual debt service on the original debt is met.

Repair and Replacement Reserves Fund:
Required by bond indentures to deposit two and one-half percent (2.5%) of operating income each month. These monies may be withdrawn by the District and used for replacements, emergency repairs, improvements or extensions to the system and to eliminate deficiencies in the debt reserve fund.

NOTE 3. DEPOSITS AND INVESTMENTS

Cash, cash equivalents and investments as of June 30, 2020 and June 30, 2019 are classified in the accompanying financial statements as follows:

A reconciliation of balances at financial institutions and cash and investments as shown on the Statement of Net Position is as follows:

Depository Accounts	June 30, 2020 Bank Balance	June 30, 2019 Bank Balance
Insured	$ 359,635	$ 298,831
Collateralized by securities held by Pledging bank's Trust Department in the District's name	6,288,472	6,000,000
Collateralized with the WV Municipal Bond Commission by the State of West Virginia	4,548,282	4,316,611
Uninsured and Uncollateralized	-0-	172,948
Cash on Hand	531	532
Deposits (Disbursements) in Transit	(77,366)	(88,497)
Total Deposits	$ 11,119,554	$ 10,700,425
Statement of Net Position:		
Cash & Cash Equivalents	$ 3,371,091	$ 3,265,531
Restricted Assets:		
Working Capital Reserves	862,473	840,558
Debt Service Funds	694,817	628,328
Customer Deposits Funds	612,318	609,499
Construction Funds	25,376	5,023
Debt Reserves	3,853,465	3,688,283
Repair & Replacement Reserves	1,700,014	1,663,203
Total Statement of Net Position	$ 11,119,554	$ 10,700,425

At year end, the District had the following investments:

Investments	June 30, 2020	June 30, 2019	Credit Risk Rating: Standard & Poor's and Fitch	Credit Risk Rating: Moody's Investment Services
Municipal Bond Commission	$ 4,548,282	$ 4,316,611	Not Rated	Not Rated
Certificates of Deposit	2,617,648	2,551,136	Not Rated	Not Rated
Total	$ 7,165,930	$ 6,867,747		

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

Investments Measured at Fair Value

The fair value hierarchy defines three levels of input, as follows:

Level 1 Fair Value Measurements
Valuations based on quoted prices (unadjusted) in an active market that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 Fair Value Measurements
Valuations based on observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in inactive markets, or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data.

Level 3 Fair Value Measurements
Valuations based on unobservable inputs are used when little or no market data is available. The fair value hierarchy gives lowest priority to Level 3 inputs."

The District has the following recurring fair value measurements as of June 30, 2020:

Investments	Fair Value	Level 1	Level 2	Level 3
Municipal Bond Commission	$ 4,548,282	$ 4,548,282	$ -0-	$ -0-
Certificates of Deposit	2,617,648	-0-	2,617,648	-0-
	$ 7,165,930	$ 4,548,282	$ 2,617,648	$ -0-

The District has the following recurring fair value measurements as of June 30, 2019:

Investments	Fair Value	Level 1	Level 2	Level 3
Municipal Bond Commission	$ 4,316,611	$ 4,316,611	$ -0-	$ -0-
Certificates of Deposit	2,551,136	-0-	2,551,136	-0-
	$ 6,867,747	$ 4,316,611	$ 2,551,136	$ -0-

Interest Rate Risk

Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of the investment. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing rates.

The District has the following investments as of June 30, 2020:

		Investment Maturities (in Years)			
Investments	Fair Value	Less than 1	1 - 5	6 - 10	Thereafter
Municipal Bond Commission	$ 4,548,282	$ 4,548,282	$ -0-	$ -0-	$ -0-
Certificates of Deposit	2,617,648	2,617,648	-0-	-0-	-0-
	$ 7,165,930	$ 7,165,930	$ -0-	$ -0-	$ -0-

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

The District has the following investments as of June 30, 2019:

		Investment Maturities (in Years)			
Investments	Fair Value	Less than 1	1 - 5	6 - 10	Thereafter
Municipal Bond Commission	$ 4,316,611	$ 4,316,611	$ -0-	$ -0-	$ -0-
Certificates of Deposit	2,551,136	-0-	2,551,136	-0-	-0-
	$ 6,867,747	$ 4,316,611	$ 2,551,136	$ -0-	$ -0-

Custodial Credit Risk

For deposits, the District could be exposed to risk in the event of bank failure where the District could be exposed to risk in the event of bank failure where the District's deosits may not be returned. The District's policy for custodial credit risk is to retain collateralization in excess of FDIC limits by pledging securities at the local financial institution's trust department when needed.

For investments, the District could be exposed to risk in the event of the failure of the counterparty where the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District does not have a deposit policy for custodial credit risk.

NOTE 4. RECEIVABLES

Receivables as of June 30, 2020, including applicable allowances for uncollectible accounts, are as follows:

	Water	Wastewater	Total
Receivables:			
Accounts	$ 262,287	$ 386,202	$ 648,489
Other	-0-	364	364
Grants	-0-	55,596	55,596
Gross Receivables	262,287	442,162	704,449
Less: Allowance for Uncollectibles	(5,246)	(7,724)	(12,970)
Net Total Receivables	$ 257,041	$ 434,438	$ 691,479

Receivables as of June 30, 2019, including applicable allowances for uncollectible accounts, are as follows:

	Water	Wastewater	Total
Receivables:			
Accounts	$ 262,399	$ 430,101	$ 692,500
Other	-0-	376	376
Gross Receivables	262,399	430,477	692,876
Less: Allowance for Uncollectibles	(5,248)	(8,602)	(13,850)
Net Total Receivables	$ 257,151	$ 421,875	$ 679,026

NOTE 4. RECEIVABLES (CONTINUED)

Bad debts represent accounts receivable written off during the year and changes in the allowance for doubtful accounts during the year. The following bad debts were charged to expense during the year. Bad debts are offset against charges for service.

	June 30, 2020	June 30, 2019
Water Fund	$ 5,329	$ 9,945
Wastewater Fund	16,121	27,721
Total Bad Debt Expense	$ 21,450	$ 37,666

NOTE 5. CAPITAL ASSETS

Utility plant is classified as follows:

Water Fund	June 30, 2019	Additions	Deletions	June 30, 2020
Capital Assets Not Depreciated:				
Land & Land Rights	$ 753,865	$ 126,795	$ -0-	$ 880,660
Construction in Progress	-0-	41,562	-0-	41,562
Total Capital Assets Not Depreciated	753,865	168,357	-0-	922,222
Capital Assets Depreciated:				
Water Treatment Plant	9,105,441	-0-	-0-	9,105,441
Source of Supply & Pumping	8,035,646	14,249	-0-	8,049,895
Transmission & Distribution	36,603,272	109,571	-0-	36,712,843
Office Furniture & Equipment	371,568	-0-	-0-	371,568
Transportation Equipment	498,661	48,037	-0-	546,698
Other General Plant	1,549,532	4,529	-0-	1,554,061
Total Capital Assets Depreciated	56,164,120	176,386	-0-	56,340,506
Less: Accumulated Depreciation	(22,767,412)	(1,451,156)	-0-	(24,218,568)
Net Capital Assets Depreciated	33,396,708	(1,274,770)	-0-	32,121,938
Total Net Capital Assets	$ 34,150,573	$ (1,106,413)	$ -0-	$ 33,044,160

NOTE 5. CAPITAL ASSETS (CONTINUED)

	June 30, 2018	Additions	Deletions	June 30, 2019
Capital Assets Not Depreciated:				
Land & Land Rights	$ 753,865	$ -0-	$ -0-	$ 753,865
Construction in Progress	-0-	-0-	-0-	-0-
Total Capital Assets Not Depreciated	753,865	-0-	-0-	753,865
Capital Assets Depreciated:				
Water Treatment Plant	9,105,441	-0-	-0-	9,105,441
Source of Supply & Pumping	8,035,646	-0-	-0-	8,035,646
Transmission & Distribution	36,543,898	59,374	-0-	36,603,272
Office Furniture & Equipment	368,136	3,432	-0-	371,568
Transportation Equipment	498,661	-0-	-0-	498,661
Other General Plant	1,549,532	-0-	-0-	1,549,532
Total Capital Assets Depreciated	56,101,314	62,806	-0-	56,164,120
Less: Accumulated Depreciation	(21,306,065)	(1,461,347)		(22,767,412)
Net Capital Assets Depreciated	34,795,249	(1,398,541)	-0-	33,396,708
Total Net Capital Assets	$ 35,549,114	$ (1,398,541)	$ -0-	$ 34,150,573

Depreciation expense for the years ending June 30, 2020 and June 30, 2019, was $1,451,156 and $1,461,347, respective

Wastewater Fund	June 30, 2019	Additions	Deletions	June 30, 2020
Capital Assets Not Depreciated:				
Land & Land Rights	$ 1,055,894	$ 142,982	$ -0-	$ 1,198,876
Construction in Progress	-0-	130,549	-0-	130,549
Total Capital Assets Not Depreciated	1,055,894	273,531	-0-	1,329,425
Capital Assets Depreciated:				
Collecting System	66,747,995	174,958	-0-	66,922,953
Pumping System	20,197,716	117,147	-0-	20,314,863
Treatment & Disposal System	759,239	-0-	-0-	759,239
Office Furniture & Equipment	276,662	5,107	-0-	281,769
Transportation Equipment	626,945	65,510	-0-	692,455
Other General Plant	1,416,046	-0-	-0-	1,416,046
Total Capital Assets Depreciated	90,024,603	362,722	-0-	90,387,325
Less: Accumulated Depreciation	(34,159,345)	(1,997,787)	-0-	(36,157,132)
Net Capital Assets Depreciated	55,865,258	(1,635,065)	-0-	54,230,193
Total Net Capital Assets	$ 56,921,152	$ (1,361,534)	$ -0-	$ 55,559,618

NOTE 5. CAPITAL ASSETS (CONTINUED)

	June 30, 2018	Additions	Deletions	June 30, 2019
Capital Assets Not Depreciated:				
Land & Land Rights	$ 1,055,894	$ -0-	$ -0-	$ 1,055,894
Construction in Progress	-0-	-0-	-0-	-0-
Total Capital Assets Not Depreciated	1,055,894	-0-	-0-	1,055,894
Capital Assets Depreciated:				
Collecting System	66,718,346	29,649	-0-	66,747,995
Pumping System	20,094,201	103,515	-0-	20,197,716
Treatment & Disposal System	759,239	-0-	-0-	759,239
Office Furniture & Equipment	272,793	3,869	-0-	276,662
Transportation Equipment	626,945	-0-	-0-	626,945
Other General Plant	1,416,046	-0-	-0-	1,416,046
Total Capital Assets Depreciated	89,887,570	137,033	-0-	90,024,603
Less: Accumulated Depreciation	(32,111,565)	(2,047,780)	-0-	(34,159,345)
Net Capital Assets Depreciated	57,776,005	(1,910,747)	-0-	55,865,258
Total Net Capital Assets	$ 58,831,899	$ (1,910,747)	$ -0-	$ 56,921,152

Depreciation expense for the years ending June 30, 2020 and June 30, 2019, was $1,997,787 and $2,047,780, respective

Construction in Progress:

The District has active construction projects as of June 30, 2020 and June 30, 2019. The projects include upgrades and extensions to the existing system. At year-end, the construction in progress consists of the following amounts:

Water Fund

	Spent-to-Date	
	June 30, 2020	June 30, 2019
New Office Building Construction	$ 41,562	$ -0-
Total Construction in Progress	$ 41,562	$ -0-

Wastewater Fund

	Spent-to-Date	
	June 30, 2020	June 30, 2019
New Office Building Construction	$ 46,868	$ -0-
Deer Valley Extension Project	70,681	-0-
Arrow Lift Station Project	13,000	-0-
Total Construction in Progress	$ 130,549	$ -0-

NOTE 6. LINE OF CREDIT

The District has a line of credit with Putnam County Bank to provide interim financing during the construction phase of the Water Capacity Expansion Project. The line of credit is collateralized by a certificate of deposit. The line of credit is authorized for $1,000,000 and bears interest of the certificate of deposit interest plus 2%, with a floor of 4.60%. As June 30, 2020 no amounts had been drawn down on this line of credit.

NOTE 7. LONG TERM DEBT

Revenue Bonds Payable:

The District issues bonds where the District pledges income derived from acquired or constructed assets to pay the debt service.

The proceeds of these bonds are being or have been used to fund the construction, upgrades, and repairs, of the water and wastewater systems and treatment plants. The bonds are secured by revenues of the water and wastewater systems, which are required to be in sufficient amount to pay principal and interest on the bonds when due. Revenue Bonds outstanding at year end are as follows:

Water Fund

The following is a summary of revenue bonds payable at June 30, 2020:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2020
WDA - 1999 A	2038	5.500%	$ 6,440,000	$ 742,806	$ 5,697,194
WDA - 1999 B	2038	4.000%	5,425,000	2,540,000	2,885,000
USDA/RDA - 2006	2047	4.125%	8,190,000	1,487,675	6,702,325
WDA - 2008	2048	5.000%	1,436,000	178,805	1,257,195
WDA - 2009 A	2030	2.000%	627,000	266,838	360,162
WDA - 2009 B	2030	2.000%	100,000	42,557	57,443
USDA - 2010 A	2052	3.750%	3,557,500	371,536	3,185,964
USDA - 2010 B	2052	3.750%	2,931,200	329,808	2,601,392
USDA - 2013 A	2053	3.500%	3,785,000	272,275	3,512,725
USDA - 2013 B	2053	3.375%	600,000	87,985	512,015
USDA - 2013 C	2053	3.500%	1,074,000	76,733	997,267
Total Bonds Payable			$ 34,165,700	$ 6,397,018	$ 27,768,682

NOTE 7. LONG TERM DEBT (CONTINUED)

The following is a summary of revenue bonds payable at June 30, 2019:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2019
WDA - 1999 A	2038	5.500%	$ 6,440,000	$ 658,825	$ 5,781,175
WDA - 1999 B	2038	4.000%	5,425,000	2,370,000	3,055,000
USDA/RDA - 2006	2047	4.125%	8,190,000	1,339,126	6,850,874
WDA - 2008	2048	5.000%	1,436,000	158,304	1,277,696
WDA - 2009 A	2030	2.000%	627,000	236,310	390,690
WDA - 2009 B	2030	2.000%	100,000	37,689	62,311
USDA - 2010 A	2052	3.750%	3,557,500	315,911	3,241,589
USDA - 2010 B	2052	3.750%	2,931,200	283,103	2,648,097
USDA - 2013 A	2053	3.500%	3,785,000	215,608	3,569,392
USDA - 2013 B	2053	3.375%	600,000	77,330	522,670
USDA - 2013 C	2053	3.500%	1,074,000	60,671	1,013,329
Total Bonds Payable			$ 34,165,700	$ 5,752,877	$ 28,412,823

Wastewater Fund

The following is a summary of revenue bonds payable at June 30, 2020:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2020
WDA - 2002 B	2022	2.000%	$ 1,422,000	$ 1,170,911	$ 251,089
USDA - 2006 A	2047	4.375%	4,946,000	4,946,000	-0-
USDA - 2006 B	2047	4.375%	2,104,000	2,104,000	-0-
WDA - 2007	2029	3.000%	2,330,000	1,228,752	1,101,248
WDA - 2008 A	2028	2.000%	3,680,000	1,841,687	1,838,313
WVIF - 2008 B	2048	0.000%	509,000	148,212	360,788
USDA / FHA - 2009 A	2049	4.250%	4,520,000	593,650	3,926,350
WDA - 2009 C	2031	0.000%	1,050,500	459,604	590,896
Refinancing - 2013 A	2053	Varies	7,700,000	1,290,000	6,410,000
USDA - 2013 B	2053	3.500%	6,000,000	464,663	5,535,337
USDA - 2013 C	2053	3.500%	6,930,000	486,064	6,443,936
USDA - 2013 D	2053	3.500%	564,800	65,416	499,384
USDA - 2013 E	2053	3.375%	1,241,000	154,892	1,086,108
USDA - 2013 F	2053	3.375%	1,500,000	110,786	1,389,214
WDA - 1987 A	2025	8.380%	878,743	479,727	399,016
WDA - 1987 B	2025	0.000%	215,535	175,832	39,703
WDA - 1990 A	2029	7.850%	214,969	94,651	120,318
WDA - 1990 B	2029	0.000%	10,031	7,459	2,572
USDA - 2012 A	2052	3.500%	525,600	45,501	480,099
Refinancing - 2020 A	2045	Varies	6,000,000	-0-	6,000,000
Less: Unamortized Bond Discount			(297,100)	(24,503)	(272,597)
Add: Unamortized Bond Premium			76,924	770	76,154
Total Bonds Payable			$ 52,122,002	$ 15,844,074	$ 36,277,928

NOTE 7. LONG TERM DEBT (CONTINUED)

The following is a summary of revenue bonds payable at June 30, 2019:

Issue	Maturity Date	Interest Rate	Amount Issued	Retired	Balance June 30, 2019
WDA - 2002 B	2022	2.000%	$ 1,422,000	$ 1,090,500	$ 331,500
USDA - 2006 A	2047	4.375%	4,946,000	777,856	4,168,144
USDA - 2006 B	2047	4.375%	2,104,000	325,957	1,778,043
WDA - 2007	2029	3.000%	2,330,000	1,108,701	1,221,299
WDA - 2008 A	2028	2.000%	3,680,000	1,657,067	2,022,933
WVIF - 2008 B	2048	0.000%	509,000	135,076	373,924
USDA / FHA - 2009 A	2049	4.250%	4,520,000	521,419	3,998,581
WDA - 2009 C	2031	0.000%	1,050,500	407,080	643,420
Refinancing - 2013 A	2053	Varies	7,700,000	1,075,000	6,625,000
USDA - 2013 B	2053	3.500%	6,000,000	373,746	5,626,254
USDA - 2013 C	2053	3.500%	6,930,000	382,778	6,547,222
USDA - 2013 D	2053	3.500%	564,800	56,105	508,695
USDA - 2013 E	2053	3.375%	1,241,000	133,753	1,107,247
USDA - 2013 F	2053	3.375%	1,500,000	87,764	1,412,236
WDA - 1987 A	2025	8.380%	878,743	441,040	437,703
WDA - 1987 B	2025	0.000%	215,535	170,160	45,375
WDA - 1990 A	2029	7.850%	214,969	86,895	128,074
WDA - 1990 B	2029	0.000%	10,031	7,202	2,829
USDA - 2012 A	2052	3.500%	525,600	37,368	488,232
Less: Unamortized Bond Discount			(297,100)	(138,642)	(158,458)
Total Bonds Payable			$ 46,045,078	$ 8,736,825	$ 37,308,253

Water Fund

Revenue bond debt service requirements to maturity are as follows:

Year	Principal	Interest
2021	$ 670,719	$ 1,187,185
2022	700,774	1,158,570
2023	732,056	1,117,157
2024	764,799	1,094,275
2025	799,075	1,059,992
2026-2030	4,564,689	4,728,586
2031-2035	5,501,329	3,595,083
2036-2040	6,180,541	2,181,047
2041-2045	4,351,223	1,110,227
2046-2050	2,828,869	375,828
2051-2055	674,608	31,545
Total	$ 27,768,682	$ 17,639,495

NOTE 7. LONG TERM DEBT (CONTINUED)

Wastewater Fund

Revenue bond debt service requirements to maturity are as follows:

Year	Principal	Interest	Admin Fee
2021	$ 1,153,498	$ 1,362,807	$ 32,842
2022	1,237,691	1,277,013	32,842
2023	1,277,783	1,240,175	32,842
2024	1,226,711	1,202,518	25,168
2025	1,261,954	1,164,595	25,168
2026-2030	6,398,221	5,209,011	105,990
2031-2035	5,452,992	4,159,071	6,648
2036-2040	6,136,176	3,061,872	-0-
2041-2045	6,209,744	1,779,183	-0-
2046-2050	4,330,023	668,151	-0-
2051-2055	1,789,578	86,897	-0-
Total	$ 36,474,371	$ 21,211,293	$ 261,500

Utility Pledged Revenues

Water Fund

WDA Series 1999 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $6,440,000 in water system revenue bonds Series 1999 A issued in 1999. Procceds from this issuance were used to finance the construction of the 2000 Water Upgrade Project and for the acquisition of the Kanawha Orchard PSD. The bonds are payable solely from water customer net revenues and are payable through 2038. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,730,989. Principal and interest payments paid for the current year and total customer net revenues were $418,309 and $2,602,455, respectively.

WDA Series 1999 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $5,425,000 in water system revenue bonds Series 1999 B issued in 1999. Procceds from this issuance were used to finance the redemption, in full, of all bonds/notes payable to the Rural Utilities Service/Farmers Home Administration. The bonds are payable solely from water customer net revenues and are payable through 2038. Annual principal and interest payments on the bonds are expected to require less than 12 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $3,996,586. Principal and interest payments paid for the current year and total customer net revenues were $322,251 and $2,602,455, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA/RDA Series 2006 Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $8,190,000 in water system revenue bonds Series 2006 issued in 2006. Procceds from this issuance were used to finance the construction of water system improvements. The bonds are payable solely from water customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $10,801,246. Principal and interest payments paid for the current year and total customer net revenues were $427,524 and $2,602,455, respectively.

WDA Series 2008 Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $1,436,000 in water system revenue bonds Series 2008 issued in 2007. Procceds from this issuance were used to finance the construction of water system improvements. The bonds are payable solely from water customer net revenues and are payable through 2048. Annual principal and interest payments on the bonds are expected to require less than 3 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $2,362,814. Principal and interest payments paid for the current year and total customer net revenues were $84,386 and $2,602,455, respectively.

WDA Series 2009 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $627,000 in water system revenue bonds Series 2009 A issued in 2008. Procceds from this issuance were used to finance the construction of the Water Filter D Project. The bonds are payable solely from water customer net revenues and are payable through 2030. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $400,198. Principal and interest payments paid for the current year and total customer net revenues were $38,114 and $2,602,455, respectively.

WDA Series 2009 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $100,000 in water system revenue bonds Series 2009 B issued in 2008. Procceds from this issuance were used to finance the construction of the Water Filter D Project. The bonds are payable solely from water customer net revenues and are payable through 2030. Annual principal and interest payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $63,827. Principal and interest payments paid for the current year and total customer net revenues were $6,080 and $2,602,455, respectively.

USDA Series 2010 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $3,557,500 in water system revenue bonds Series 2010 A issued in 2010. Procceds from this issuance were used to finance the construction of the 2010 Water Clarification Project. The bonds are payable solely from water customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $5,341,946. Principal and interest payments paid for the current year and total customer net revenues were $175,884 and $2,602,455, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2010 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $2,931,200 in water system revenue bonds Series 2010 B issued in 2010. Procceds from this issuance were used to finance the construction of the 2010 Water Clarification Project. The bonds are payable solely from water customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 6 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $4,328,125. Principal and interest payments paid for the current year and total customer net revenues were $144,924 and $2,602,455, respectively.

USDA Series 2013 A Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $3,785,000 in water system revenue bonds Series 2013 A issued in 2013. Procceds from this issuance were used to finance the construction of the 2012 Water Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $5,908,211. Principal and interest payments paid for the current year and total customer net revenues were $180,324 and $2,602,455, respectively.

USDA Series 2013 B Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $600,000 in water system revenue bonds Series 2013 B issued in 2013. Procceds from this issuance were used to finance the construction of the 2016 Water Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $796,142. Principal and interest payments paid for the current year and total customer net revenues were $28,080 and $2,602,455, respectively.

USDA Series 2013 C Bond
The District has pledged future water customer revenues, net of specified operating expenses, to repay $1,074,000 in water system revenue bonds Series 2013 C issued in 2013. Procceds from this issuance were used to finance the construction of the John Amos Project. The bonds are payable solely from water customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,678,096. Principal and interest payments paid for the current year and total customer net revenues were $51,168 and $2,602,455, respectively.

Wastewater Fund

WDA Series 2002 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,422,000 in wastewater system revenue bonds Series 2002 B issued in 2002. Procceds from this issuance were used to finance the construction of a wastewater service extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2022. Annual principal and interest payments on the bonds are expected to require less than 3 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $259,324. Principal and interest payments paid for the current year and total customer net revenues were $86,442 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2006 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $4,946,000 in wastewater system revenue bonds Series 2006 A issued in 2006. Procceds from this issuance were used to finance the construction of the Kanawha Valley Wastewater Project to expand its system along the Kanawha River. The bonds are payable solely from wastewater customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 9 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $. Principal and interest payments paid for the current year and total customer net revenues were $267,684 and $3,121,790, respectively.In 2020 this bond was refunded using procees from the 2020 A bond.

USDA Series 2006 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $2,104,000 in wastewater system revenue bonds Series 2006 B issued in 2006. Procceds from this issuance were used to finance the construction of the Kanawha Valley Wastewater Project to expand its system along the Kanawha River. The bonds are payable solely from wastewater customer net revenues and are payable through 2047. Annual principal and interest payments on the bonds are expected to require less than 4 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $. Principal and interest payments paid for the current year and total customer net revenues were $113,880 and $3,121,790, respectively.In 2020 this bond was refunded using procees from the 2020 A bond.

WDA Series 2007 Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $2,330,000 in wastewater system revenue bonds Series 2007 issued in 2007. Procceds from this issuance were used to finance the construction of the Red House Project, constructing wastewater lines in the North Putnam area of the District. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal and interest payments on the bonds are expected to require less than 5 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,242,783. Principal and interest payments paid for the current year and total customer net revenues were $155,349 and $3,121,790, respectively.

WDA Series 2008 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $3,680,000 in wastewater system revenue bonds Series 2008 A issued in 2008. Procceds from this issuance were used to finance the construction of the Red House Project, constructing wastewater lines in the North Putnam area of the District. The bonds are payable solely from wastewater customer net revenues and are payable through 2028. Annual principal and interest payments on the bonds are expected to require less than 7 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $2,013,302. Principal and interest payments paid for the current year and total customer net revenues were $223,703 and $3,121,790, respectively.

WVIF Series 2008 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $509,000 in wastewater system revenue bonds Series 2008 B issued in 2008. Procceds from this issuance were used to finance the construction of the Hometown Wastewater Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2048. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $360,788. Principal payments paid for the current year and total customer net revenues were $13,136 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA / FHA Series 2009 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $4,520,000 in wastewater system revenue bonds Series 2009 A issued in 2009. Procceds from this issuance were used to finance the construction of the Teays Hollow Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2049. Annual principal and interest payments on the bonds are expected to require less than 8 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $6,715,367. Principal and interest payments paid for the current year and total customer net revenues were $240,288 and $3,121,790, respectively.

WDA Series 2009 C Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,050,500 in wastewater system revenue bonds Series 2009 C issued in 2009. Procceds from this issuance were used to finance the construction of the Hometown Phase II Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2031. Annual principal payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $590,896. Principal payments paid for the current year and total customer net revenues were $52,528 and $3,121,790, respectively.

Refinancing Series 2013 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $7,700,000 in wastewater system revenue bonds Series 2013 A issued in 2013. Procceds from this issuance were used to refund the USDA 1995 and 2002A bonds in full. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 16 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,934,817. Principal and interest payments paid for the current year and total customer net revenues were $486,288 and $3,121,790, respectively.

USDA Series 2013 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,000,000 in wastewater system revenue bonds Series 2013 B issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 9 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $9,262,571. Principal and interest payments paid for the current year and total customer net revenues were $285,840 and $3,121,790, respectively.

USDA Series 2013 C Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,930,000 in wastewater system revenue bonds Series 2013 C issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 11 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $10,856,618. Principal and interest payments paid for the current year and total customer net revenues were $330,156 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

USDA Series 2013 D Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $564,800 in wastewater system revenue bonds Series 2013 D issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $807,133. Principal and interest payments paid for the current year and total customer net revenues were $26,916 and $3,121,790, respectively.

USDA Series 2013 E Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,241,000 in wastewater system revenue bonds Series 2013 E issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $58,080 and $3,121,790, respectively.

USDA Series 2013 F Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $1,500,000 in wastewater system revenue bonds Series 2013 F issued in 2013. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2053. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $70,200 and $3,121,790, respectively.

WDA Series 1987 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $878,743 in wastewater system revenue bonds Series 1987 A issued in 1987. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2025. Annual principal and interest payments on the bonds are expected to require less than 2 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $77,270 and $3,121,790, respectively.

WDA Series 1987 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $215,535 in wastewater system revenue bonds Series 1987 B issued in 1987. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2025. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal payments paid for the current year and total customer net revenues were $5,672 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

WDA Series 1990 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $214,969 in wastewater system revenue bonds Series 1990 A issued in 1990. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $17,811 and $3,121,790, respectively.

WDA Series 1990 B Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $10,031 in wastewater system revenue bonds Series 1990 B issued in 1990. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2029. Annual principal payments on the bonds are expected to require less than percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal payments paid for the current year and total customer net revenues were $258 and $3,121,790, respectively.

USDA Series 2012 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $525,600 in wastewater system revenue bonds Series 2012 A issued in 2012. Procceds from this issuance were used to finance the construction of a Town of Poca Sanitary Board upgrade and extension project. The bonds are payable solely from wastewater customer net revenues and are payable through 2052. Annual principal and interest payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $25,044 and $3,121,790, respectively.

Refinancing Series 2020 A Bond
The District has pledged future wastewater customer revenues, net of specified operating expenses, to repay $6,000,000 in wastewater system revenue bonds Series 2020 A issued in 2020. Procceds from this issuance were used to finance the construction of the Rt. 33 / Marina Park Project. The bonds are payable solely from wastewater customer net revenues and are payable through 2045. Annual principal payments on the bonds are expected to require less than 1 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $1,718,673. Principal and interest payments paid for the current year and total customer net revenues were $36,359 and $3,121,790, respectively.

NOTE 7. LONG TERM DEBT (CONTINUED)

Summary Changes in Long-Term Liabilities:

	Balance June 30, 2019	Additions	Retirements	Balance June 30, 2020	Due Within One Year
Revenue Bonds Payable	$ 65,879,533	$ 6,000,000	$ (7,636,481)	$ 64,243,052	$ 1,824,217
Unamortized Bond Premium	-0-	76,924	(770)	76,154	-0-
Unamortized Bond Discount	(158,457)	(120,000)	5,861	(272,596)	-0-
Total Bonds & Notes	$ 65,721,076	$ 5,956,924	$ (7,631,390)	$ 64,046,610	$ 1,824,217
Net Pension Liability	352,291	-0-	(67,040)	285,251	-0-
Net OPEB Liability	802,785	-0-	(182,363)	620,422	-0-
Long-Term Liabilities	$ 66,876,152	$ 5,956,924	$ (7,880,793)	$ 64,952,283	$ 1,824,217

	Balance June 30, 2017	Additions	Retirements	Balance June 30, 2019	Due Within One Year
Revenue Bonds Payable	$ 67,624,957	$ 2,501	$ (1,747,925)	$ 65,879,533	$ 1,788,425
Unamortized Bond Discount	(163,118)	-0-	4,661	(158,457)	-0-
Total Bonds & Notes	$ 67,461,839	$ 2,501	$ (1,743,264)	$ 65,721,076	$ 1,788,425
Net Pension Liability	595,239	-0-	(242,948)	352,291	-0-
Net OPEB Liability	899,214	-0-	(96,429)	802,785	-0-
Long-Term Liabilities	$ 68,956,292	$ 2,501	$ (2,082,641)	$ 66,876,152	$ 1,788,425

NOTE 8. EMPLOYEES RETIREMENT SYSTEM

Public Employee Retirement System (PERS)

The Putnam Public Service District participates in a state-wide, cost-sharing, multiple-employer defined benefit plan on behalf of the District employees. The system is administered by agencies of the state of West Virginia and funded by contributions from participants, employers, and State appropriations, as necessary.

Plan Description

The following is a summary of eligibility factors, contribution methods, and benefit provisions:

Eligibility to participate	All full-time employees, except those covered by other pension plans	
Authority establishing contribution obligations and benefit provisions	West Virginia State Code §5-l0d discusses the Consolidated Public Retirement Board, which administers all public retirement plans in the State of West Virginia.	
	Tier I	Tier II
Plan member's contribution rate	4.50%	6.00%
District's contribution rate	10.00%	10.00%

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

Period required to vest	Five Years
Benefits and eligibility for distribution	Tier I Normal retirement if member who has attained age 60 and has earned 5 years or more of contributing service or age 55 if the sum of his/her age plus years of credited service is equal to or greater than 80. The final average salary (three highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit. Tier II Normal retirement if member who has attained age 62 and has earned 10 years or more of contributing service. The final average salary (five highest consecutive years in the last 15) times the years of service times 2% equals the annual retirement benefit.
Deferred Retirement Portion	No
Provisions for:	
Cost of Living	No
Death Benefits	Yes

Employee membership data related to the Plan, as of June 30, 2020 was as follows:

Retirees and beneficiaries currently receiving benefits	1
Terminated employees entitled to but not yet receiving benefits	-
Active plan members	35
	36

Fiscal Year	Annual Pension Costs Amount	Percent Contributed
June 30, 2020	$ 198,347	100%
June 30, 2019	$ 194,772	100%
June 30, 2018	$ 207,326	100%

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2020 and June 30, 2019 the District reported a liability of $285,251 and $352,291, respectively, for its proportionate share of the net pension liability. The net pension liability reported at June 30, 2020 was measured as of June 30, 2019 and the total pension liability used to calculate net pension liability was determined by an actuarial valuation as of June 30, 2017, rolled forward to the measurement date of June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all employers participating in the PERS for the year ended June 30, 2019.

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

	June 30, 2020	June 30, 2019
Amount of Proportionate Share of Net Pension Liability	$ 285,251	$ 352,291
Percentage of Proportionate Share of Net Pension Liability	0.132667%	0.136414%
Increase/(Decrease) % From Prior Proportion Measured	-2.746786%	-1.077592%

For the years ended June 30, 2020 and June 30, 2019, the District recognized the following pension expense:

	June 30, 2020	June 30, 2019
Water Fund	$ 52,657	$ 20,216
Wastewater Fund	68,531	22,797
Total Pension Expense	$ 121,188	$ 43,013

The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the year ended June 30, 2020:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 11,041	$ 24,914
Changes in Assumptions	-0-	52,366
Changes in proportion and differences between employer contributions & proportionate share of contributions	10,379	14,799
Net difference between projected and actual earnings on Plan investments	-0-	103,105
Contributions Subsequent to the Measurement Date	198,347	-0-
Total	$ 219,767	$ 195,184

The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the year ended June 30, 2019:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 17,476	$ 872
Changes in Assumptions	-0-	-0-
Changes in proportion and differences between employer contributions & proportionate share of contributions	20,456	10,061
Net difference between projected and actual earnings on Plan investments	-0-	207,308
Contributions Subsequent to the Measurement Date	194,773	-0-
Total	$ 232,705	$ 218,241

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

The amount reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the years ended June 30, 2020 and June 30, 2019. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	June 30, 2020	Year Ended	June 30, 2019
June 30, 2021	$ (28,160)	June 30, 2020	$ 9,137
June 30, 2022	(155,578)	June 30, 2021	(40,545)
June 30, 2023	(19,960)	June 30, 2022	(148,901)
June 30, 2024	29,934	June 30, 2023	-0-
June 30, 2025	-0-	June 30, 2024	-0-
Total	$ (173,764)	Total	$ (180,309)

Actuarial Assumptions

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods in the measurement:

Methods and Assumptions	June 30, 2020	June 30, 2019
Inflation	3.00%	3.00%
Salary Increases	3.35% - 6%, including inflation	3.35% - 6%, including inflation
Investment Rate of Return	7.5%, net of pension plan investment expenses, including inflation	7.5%, net of pension plan investment expenses, including inflation
Mortality Rates	Active - 100% of Pub-2010 General Employees table, below-median, headcount weighted, projected with scale MP-2018	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational
	Retired healthy males - 108% of Pub-2010 General Retiree Male table, below-median, headcount weighted, projected with scale MP-2018	Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational
	Retired healthy females - 122% of Pub-2010 General Retiree Male table, below-median, headcount weighted, projected with scale MP-2018	Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational
	Disabled males - 118% of Pub-2010 General / Teachers Disabled Male table, below-median, headcount weighted, projected with scale MP-	Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational
	Disabled females - 118% of Pub-2010 General / Teachers Disabled Male table, below-median, headcount weighted, projected with scale MP-	Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

The actuarial assumptions used in the valuations were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

The long-term rates of return on pension plan investments were determined using the building block method in which estimates of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentages and by adding expected inflation. Best estimates of long-term geometric rates of return are summarized in the following tables and were used for all defined benefit plans for the years ended June 30, 2019:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
US Equity	27.50%	5.80%
International Equity	27.50%	7.70%
Fixed Income	15.00%	3.30%
Real Estate	10.00%	6.10%
Private Equity	10.00%	8.80%
Hedge Funds	10.00%	4.40%
Total	100.00%	

Discount Rate

The discount rate used to measure the total pension liability was 7.5% for all defined benefit plans for fiscal years 2019 and 2018. The projections of cash flows used to determine the discount rates assumed that employer contributions will continue to follow the current funding policies. Based on those assumptions, the fiduciary net position of each defined benefit pension plan was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rates of return on pension plan investments were applied to all periods of projected benefit payments to determine the total pension liabilities of each plan.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the District, calculated using the discount rate of 7.5%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1 – percentage-point lower (6.5%) or 1 – percentage point higher (8.5%) than the current rate:

June 30, 2020	1% Decrease 6.50%	Current Interest Rate 7.50%	1% Increase 8.50%
District's proportionate share of PERS net pension liability (asset)	$ 1,328,722	$ 285,251	$ (597,461)

June 30, 2019	1% Decrease 6.50%	Current Interest Rate 7.50%	1% Increase 8.50%
District's proportionate share of PERS net pension liability (asset)	$ 1,418,751	$ 352,291	$ (549,918)

NOTE 8. EMPLOYEES RETIREMENT SYSTEM (CONTINUED)

Plan Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the separately issued financial report available at the Consolidated Public Retirement Board's website at www.wvretirement.com. That information can also be obtained by writing to the West Virginia Consolidated Public Retirement Board, 4101 MacCorkle Avenue SE, Charleston, WV 25304.

NOTE 9. DEFERRED COMPENSATION PLAN

The District offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all full-time District employees at their option, permits participants to defer a portion of their salary until future years. The deferred compensation is not available to participants until termination, retirement, death, or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, are held for the exclusive benefit of the participants and their beneficiaries.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS

Plan Description

The Putnam Public Service District participates in the West Virginia Other Postemployment Benefit Plan (the Plan) a cost-sharing, multiple employer, defined benefit other postemployment benefit plan and covers the retirees of State agencies, colleges and universities, county boards of education and other government entities as set forth in the West Virginia Code Section 5-16D-2 (the Code). The financial activities of the Plan are accounted for in the West Virginia Retiree Health Benefit Trust Fund (RHBT), a fiduciary fund of the State of West Virginia. The Plan is administered by a combination of the PEIA and the RHBT staff. Plan benefits are established and revised by the PEIA and the RHBT management with approval of the Finance Board. The Finance Board is comprised of nine members. Finance Board members are appointed by the Governor, serve a term of four years and are eligible for reappointment. The State Department of Administration cabinet secretary serves as Chairman of the Board. Four members represent labor, education, public employees and public retirees. Four remaining members represent the public-at-large. The plan had approximately 43,000 policyholders and 95,000 covered lives at June 30, 2019.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Active employees who retire are eligible for the PEIA health and life benefits, provided they meet the minimum eligibility requirements of the applicable State retirement system and if their last employer immediately prior to retirement: is a participating employer under the Consolidated Public Retirement Board (CPRB) and, as of July 1, 2008 forward, is a participating employer with the PEIA. Active employees who, as of July 1, 2008, have ten years or more of credited service in the CPRB and whose employer at the time of their retirement does participate with CPRB, but does not participate with the PEIA will be eligible for PEIA retiree coverage provided: they otherwise meet all criteria under this heading and their employer agrees, in writing, upon a form prescribed by the PEIA, that the employer will pay to the PEIA the non-participating retiree premium on behalf of the retiree or retirees, or that the retiree agrees to pay the entire unsubsidized premium themselves. Active employees who are members of the Teacher's Defined Contribution Retirement plan must be either: 55 years of age and have 12 or more years of credited service; or be at least 60 years of age with five years of service; and their last employer immediately prior to retirement must be a participating employer under that, or the CPRB system to qualify to continue PEIA insurance benefits upon retirement. Employees who participate in non-State retirement systems but are CPRB system affiliated, contracted, or approved (such as TIAA-CREF and similar plans), or are approved, in writing, by the PEIA Director must, in the case of education employees, meet the minimum eligibility requirements of the State Teacher's Retirement System and in all other cases meet the minimum eligibility requirements of the Public Employees Retirement System to be eligible for PEIA benefits as a retiree.

Employee membership data related to the Plan, as of June 30, 2020 was as follows:

Inactive plan members or beneficiaries currently receiving benefit payments	1
Inactive plan members entitled to but not yet receiving benefit payments	-
Active plan members	41
Total Plan Members	42

Benefits Provided:

The Plan provides the following benefits:

- Medical and prescription drug insurance
- Life insurance

The medical and prescription drug insurance is provided through two options:

- Self-Insured Preferred Provider Benefit Plan – primarily for non-Medicare-eligible retirees and spouses
- External Managed Care Organizations – primarily for Medicare-eligible retirees and spouses

Members retired before July 1, 1997 pay retiree healthcare contributions at the highest sponsor subsidized rate, regardless of their actual years of service. Members retired between July 1, 1997 and June 30, 2010, pay a subsidized rate depending on the member's years of service. Members hired on or after July 1, 2010, pay retiree healthcare contributions with no sponsor provided implicit or explicit subsidy

Retiree leave conversion contributions from the employer depend on the retiree's date of hire and years of service at retirement as described below:

- Members hired before July 1, 1988, may convert accrued sick or leave days into 100% of the required retiree healthcare contribution.
- Members hired from July 1, 1988, to June 30, 2001, may convert accrued sick or leave days into 50% of the required retiree healthcare contribution.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The conversion rate is two days of unused sick and annual leave days per month for single healthcare coverage and three days of unused sick and annual leave days per month for family healthcare coverage

Contributions

Paygo premiums are established by the Finance Board annually. All participating employers are required by statute to contribute this premium to the RHBT at the established rate for every active policyholder per month. The active premiums subsidized the retirees' health care by approximately $152 million for both fiscal years ending June 30, 2020 and June 30, 2019.

Contributions to the OPEB plan from the District were $65,856 and $77,043 for the years ended June 30, 2020 and June 30, 2019, respectively.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2020 and June 30, 2019 the District reported a liability of $620,422 and $802,785, respectively, for its proportionate share of the net OPEB liability. The net OPEB liability reported at June 30, 2020 was measured as of June 30, 2019 and the total OPEB liability used to calculate net OPEB liability was determined by an actuarial valuation as of June 30, 2018, rolled forward to the measurement date of June 30, 2019. The District's proportion of the net OPEB liability was based on the District's share of contributions to the OPEB plan relative to the contributions of all employers participating in the RHBT for the year ended June 30, 2019.

	June 30, 2020	June 30, 2019
Amount of Proportionate Share of Net OPEB Liability	$ 620,422	$ 802,785
Percentage of Proportionate Share of Net OPEB Liability	0.037394%	0.037418%
Increase/(Decrease) % From Prior Proportion Measured	-0.0638%	2.3240%

For the years ended June 30, 2020 and June 30, 2019, the District recognized the following OPEB expense:

	June 30, 2020	June 30, 2019
Water Fund	$ (12,594)	$ 9,369
Wastewater Fund	(6,540)	10,461
Total OPEB Expense	$ (19,134)	$ 19,830

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources June 30, 2020:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -0-	$ 72,359
Changes in assumptions	-0-	125,827
Changes in proportion and differences between employer contributions & proportionate share of contributions	11,884	57,364
Reallocation of Opt-Out Employer Change in Proportionate Share	153	16,692
Net difference between projected and actual earnings on Plan investments	3,527	10,220
Contributions subsequent to the measurement date	65,856	-0-
Total	$ 81,420	$ 282,462

The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources June 30, 2019:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -0-	$ 11,875
Changes in assumptions	-0-	80,158
Changes in proportion and differences between employer contributions & proportionate share of contributions	16,390	90,210
Net difference between projected and actual earnings on Plan investments	-0-	14,859
Contributions subsequent to the measurement date	77,043	-0-
Total	$ 93,433	$ 197,102

The amount reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the years ended June 30, 2020 and June 30, 2019. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended	June 30, 2020	Year Ended	June 30, 2019
June 30, 2021	$ (104,527)	June 30, 2020	$ (58,854)
June 30, 2022	(94,561)	June 30, 2021	(58,854)
June 30, 2023	(56,620)	June 30, 2022	(49,117)
June 30, 2024	(11,190)	June 30, 2023	(13,886)
June 30, 2025	-0-	June 30, 2024	-0-
Total	$ (266,898)	Total	$ (180,711)

See the accompanying accountant's report

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2018, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Methods and Assumptions	June 30, 2020	June 30, 2019
Inflation	2.75%	2.75%
Wage Inflation	4.00%	4.00%
Salary Increases	3.00% - 6.50%, including inflation	3.35% - 6.50%, including inflation
Investment Rate of Return	7.15%, net of OPEB plan investment expense, including inflation	7.15%, net of OPEB plan investment expense, including inflation
Healthcare Cost Trend Rates	Actual trend used for fiscal year 2018. For fiscal years on and after 2019, trend starts at 8.00% and 10.00% for pre and post-Medicare, respectively, and gradually decreases to an ultimate trend of 4.50%. Excess trend rate of 0.13% and 0.00% for pre and post-Medicare, respectively, is added to healthcare trend rates pertaining to per capita claims costs beginning in 2022 to account for the Excise Tax.	Actual trend used for fiscal year 2017. For fiscal years on and after 2018, trend starts at 8.50% and 9.75% for pre and post-Medicare, respectively, and gradually decreases to an ultimate trend of 4.50%. Excess trend rate of 0.14% and 0.29% for pre and post-Medicare, respectively, is added to healthcare trend rates pertaining to per capita claims costs beginning in 2020 to account for the Excise Tax.
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Amortization Method	Level percentage of payroll, closed	Level percentage of payroll, closed
Remaining Amortization Period	20 year closed period as of June 30, 2017	21 year closed period as of June 30, 2016
Mortality Rates	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational	Active - 100% of RP-2000 Non-Annuitant, Scale AA fully generational Retired healthy males - 110% of RP-2000 Healthy Annuitant, Scale AA fully generational Retired healthy females - 101% of RP-2000 Healthy Annuitant, Scale AA fully generational Disabled males - 96% of RP-2000 Disabled Annuitant, Scale AA fully generational Disabled females - 107% of RP-2000 Disabled Annuitant, Scale AA fully generational

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2015.

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The long-term rates of return on OPEB plan investments are determined using a building-block method in which estimates of expected future real rates of returns (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentages and by adding expected inflation. The strategic asset allocation consists of 55% equity, 15% fixed income, 10% private equity, 10% hedge fund and 10% real estate invested. Short-term assets used to pay current year benefits and expenses are invested with the WVBTI. Best estimates of long-term geometric rates are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Large Cap Domestic	17.00%
Non-Large Cap Domestic	22.00%
International Qualified	24.60%
International Non-Qualified	24.30%
International Equity	26.20%
Short-Term Fixed	0.50%
Total Return Fixed Income	6.70%
Core Fixed Income	0.10%
Hedge Fund	5.70%
Private Equity	19.60%
Real Estate	8.30%
Opportunistic Income	4.80%
Cash	0.00%

Discount Rate

The discount rate used to measure the OPEB liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that the RHBT contributions would be made at rates equal to the actuarially determined contribution rates, in accordance with prefunding and investment policies. The OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. Discount rates are subject to change between measurement dates

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's net OPEB liability of the RHBT, as well as what the RHBT's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15%) or 1-percentage-point higher (8.15%) than the current discount rate:

June 30, 2020	1% Decrease 6.15%	Current Interest Rate 7.15%	1% Increase 8.15%
Net OPEB Liability	$ 740,456	$ 620,422	$ 519,975

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

June 30, 2019	1% Decrease 6.15%	Current Interest Rate 7.15%	1% Increase 8.15%
Net OPEB Liability	$ 943,514	$ 802,785	$ 685,472

Sensitivity of the Districts Proportionate Share of the Net OPEB Liability to Changes in Healthcare Cost Trend Rates

The following presents the District's net OPEB liability of the Plan, as well as what the Plan's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point higher or 1-percentage-point lower:

June 30, 2020	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 500,281	$ 620,422	$ 766,214

June 30, 2019	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 664,261	$ 802,785	$ 971,571

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued financial report available at the West Virginia Public Employee Insurance Agency's website at peia.wv.gov. That information can also be obtained by writing to the West Virginia Public Employees Insurance Agency, 601 57th. Street, Suite 2, Charleston, WV, 25304.

NOTE 11. COMMITMENTS

The District has the following amount of funds committed for construction projects:

Water Fund

	June 30, 2020	June 30, 2019
New Office Building:		
District Contributions	$ 784,795	$ -0-
Total Commitments	784,795	-0-
Amounts Expended	(168,358)	-0-
Remaining	$ 616,437	$ -0-

NOTE 11. COMMITMENTS (CONTINUED)

Wastewater Fund

	June 30, 2020	June 30, 2019
New Office Building:		
District Contributions	$ 884,983	$ -0-
Deer Valley Extension Project:		
EDA Grant	860,000	-0-
District Contributions	215,000	-0-
Total Commitments	1,959,983	-0-
Amounts Expended	(260,531)	-0-
Remaining	$ 1,699,452	$ -0-

NOTE 12. GRANTS AND CONTRIBUTIONS

Grants and contributions for the years ended June 30, 2020 and June 30, 2019 were received from the following sources:

Wastewater Fund

	June 30, 2020	June 30, 2019
Deer Valley Extension Project:		
EDA Grant	$ 55,596	$ -0-
Total Grants and Contributions	$ 55,596	$ -0-

NOTE 13. CONCENTRATION OF RISK

The Putnam Public Service District serves portions of Putnam County in West Virginia. The District has a diversified customer base; however, a substantial portion of its customers' ability to honor their payment commitments depends on the local economy.

The District purchases the majority of its wastewater treatment services for resale from other companies. Any interruption in the supply of wastewater treatment services from this vendor could have a significant impact upon the operations of the District. Wastewater treatment services purchases for the years ended June 30, 2020 and June 30, 2019 were as

	June 30, 2020	June 30, 2019
City of Hurricane	$ 1,676,547	$ 1,694,138
Town of Eleanor	38,425	37,915
City of Nitro	130,349	101,723
Total Purchased Wastewater Treatment	$ 1,845,321	$ 1,833,776

NOTE 14. OPERATING AGREEMENTS

Nitro Wastewater Treatment Cost:

During the year ending June 30, 2003, the District entered an agreement with the City of Nitro for the treatment of the wastewater from part of the Districts service area. This agreement includes the reservation by the District of 250,000 gallons capacity for future expansion; and, payments of $23,582 per year of debt service and a commodity charge of $1.13 per thousand gallons of measured treated wastewater. The District's cost for the years ended June 30, 2020 and 2019 were $130,349 and $101,723, respectively.

The Cities of Buffalo and Eleanor:

The District has contracts to operate the wastewater facilities at Buffalo and Eleanor based upon a fee schedule.

NOTE 15. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries insurance with Bray & Oakley for umbrella (general liability) insurance for these various risks.

Workers' Compensation Fund (WCF): Workers compensation coverage is provided for this entity by Brickstreet.

Liabilities are reported when it is probable a loss has occurred and the amount of the loss can be reasonably estimated.

NOTE 16. RECLASSIFICATIONS

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements.

NOTE 17. ALLOCATION OF COMMON COSTS

Common costs for the water and wastewater funds are allocated in the following manners:

Salaries, payroll taxes and fringe benefits:
Salaries, payroll taxes and fringe benefits are allocated for each utility by each employee based on actual time spent. Common payroll expenses are allocated based on a percentage allocation of 46% Water Fund and 54% Wastewater Fund.

Office Supplies:
Administrative and general expenses and liability insurance, if not actually determinable, are allocated based upon a percentage allocation (47% Water Fund and 53% Wastewater Fund) for each utility.

All other expenses are based upon direct costs incurred for each utility.

NOTE 18. SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 4, 2020 which is the date the financial statements were available to be issued. Subsequent to year-end the District refunded the Water Fund USDA 2006 bond.

The District also received approval to purchase bond insurance which will remove the District's requirement to maintain debt reserves for all bonds. The District intends to use the current debt reserves to fund the construction of a new office building as well as fund other extension an upgrade projects.

REQUIRED SUPPLEMENTARY INFORMATION

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Public Employees Retirement System

Year-Ended June 30	District's portion of the net pension liability (asset)	District's proportionate share of the net pension liability (asset)	District's covered employee payroll	District's proportionate share of the net pension liability (asset) as a percentage of its covered employee payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	0.132667%	$ 285,251	$ 1,983,465	14.38%	96.99%
2019	0.136414%	$ 352,291	$ 1,947,718	18.09%	96.33%
2018	0.137900%	$ 595,239	$ 1,884,783	31.58%	93.67%
2017	0.131114%	$ 1,205,092	$ 1,893,939	63.63%	86.11%
2016	0.133619%	$ 746,134	$ 1,693,133	44.07%	91.29%
2015	0.128542%	$ 474,405	$ 1,749,572	27.12%	93.98%
2014	0.126470%	$ 1,152,993	$ 1,782,793	64.67%	79.70%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT PENSION CONTRIBUTIONS

Public Employees Retirement System

Year-Ended June 30	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	District's covered employee payroll	Contributions as a percentage of covered employee payroll
2020	$ 198,347	$ 198,347	$ -0-	$ 1,983,465	10.00%
2019	$ 194,772	$ 194,772	$ -0-	$ 1,947,718	10.00%
2018	$ 207,326	$ 207,326	$ -0-	$ 1,884,783	11.00%
2017	$ 227,273	$ 227,273	$ -0-	$ 1,893,939	12.00%
2016	$ 228,573	$ 228,573	$ -0-	$ 1,693,133	13.50%
2015	$ 253,688	$ 253,688	$ -0-	$ 1,749,572	14.50%
2014	$ 249,591	$ 249,591	$ -0-	$ 1,782,793	14.00%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY

Public Employees Insurance Agency

Year-Ended June 30	District's portion of the net OPEB liability (asset)	District's proportionate share of the net OPEB liability (asset)	District's total employee payroll	Plan fiduciary net position as a percentage of the total OPEB liability
2020	0.037394%	$ 620,422	$ 1,971,218	39.69%
2019	0.037418%	$ 802,785	$ 1,942,165	28.45%
2018	0.036568%	$ 899,214	$ 1,831,764	25.10%
2017	0.064615%	$ 1,604,608	$ 1,832,073	21.64%

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT OPEB CONTRIBUTIONS

Public Employees Insurance Agency

Year-Ended June 30	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	District's total employee payroll
2020	$ 65,856	$ 65,856	$ -0-	$ 1,971,218
2019	$ 77,043	$ 77,043	$ -0-	$ 1,942,165
2018	$ 76,464	$ 76,464	$ -0-	$ 1,831,764
2017	$ 75,111	$ 75,111	$ -0-	$ 1,832,073

See the accompanying notes and accountant's report

PUTNAM PUBLIC SERVICE DISTRICT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

NOTE 1. PENSION DATA

10 Year Schedule

Generally accepted accounting principles require 10 years of historical trend information to be included in the various schedules of RSI that are presented. Due to changes in actuarial methods and assumptions related to the implementation of new accounting standards during fiscal years ending June 30, 2015 and 2014, historical trend information is not readily available for fiscal years ending prior to June 30, 2014 and is not presented.

Changes in Benefit Terms

Under HB 3095, a minimum monthly benefit of $750 was established for current pensioners as of June 3, 2019 who had completed at least 25 years of service. A corresponding minimum of $375 was set for beneficiaries in pay status under the 50% joint-and-survivor annuity options were the original member had completed at least 25 years of services.

Changes in Assumptions

Mortality, withdrawal rates, disability rates, retirement rates, salary scales, and non-contributory service loads were changed to reflect the most recent experience study for June 1, 2013 through June 30, 2018.

NOTE 2. OPEB DATA

Change in Beginning Plan Fiduciary Net Position

The Plan Fiduciary Net Position at the beginning of the plan year 2018 was adjusted by $103,685 to account for the cumulative effect of adoption of accounting principle.

Subsequent Events

Subsequent to the OPEB valuation with a measurement date of June 30, 2019 a global pandemic was declared by the World Health Organization due to an outbreak and spread of the coronavirus COVID-19 virus. The pandemic is impacting local and national economies. The extent of the impact of the pandemic on the Plans operations and net OPEB liability is unknown and will depend on certain developments, including the duration and spread of the virus, impact on plan participants, employees and vendors, and governmental, regulatory and private sector responses. On March 10, 2020, PEIA issued a Policy for COVID-19 effective through September 30, 2020, which provides for certain COVID-19 related benefits and coverage. It also extended telemedicine, certain precertification requirements, dependent upon coverage and COBRA benefits. Certain benefits are further extended to the end of the COVID-19 emergency period.

This policy was not deemed to require re-measurement of the OPEB valuation. The OPEB valuation with a measurement date of June 30, 2019, does not reflect the recent and still developing impact of COVID-19, which is likely to influence healthcare claims experience, demographic experience and economic expectations. As these factors related to the pandemic develop, they could result in significant changes in assumptions for future valuations, which could result in significant changes to reported estimated net OPEB liability.

SUPPLEMENTARY INFORMATION

PUTNAM PUBLIC SERVICE DISTRICT
SCHEDULE OF RATE COVENANT COMPLIANCE
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019

The Putnam Public Service District is subject to rate covenant compliance associated with the issuance of Revenue Bonds. Specifically, the entity must meet gross revenue targeted percentage and reserve debt requirements as shown in the bond document as follows:

"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, to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal 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 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 account 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 following schedule summarizes the provisions for the fiscal years ended June 30, 2020 and June 30, 2019:

Rate Covenant

Water Fund

	June 30, 2020	June 30, 2019
Operating Income (Loss)	$ 1,095,670	$ 988,387
Tap Fees	(12,944)	(14,825)
Interest Revenue	55,629	53,099
Depreciation	1,451,156	1,461,347
Amount Available for Debt Service	2,589,511	2,488,008
Maximum Amount Annual Debt Service	1,877,045	1,877,045
Calculated Coverage	137.96%	132.55%
Required Coverage	115.00%	115.00%

As of June 30, 2019 and 2018 the District's Water Fund was in compliance with the provisions of the revenue bond covenants which require 115% or above the amount of the highest principal payment plus interest due in any given

Wastewater Fund

	June 30, 2020	June 30, 2019
Operating Income (Loss)	$ 1,061,635	$ 1,181,634
Tap Fees	(9,900)	(5,700)
Interest Revenue	95,301	82,583
MBC Administrative Fees	(32,933)	(32,839)
Depreciation	1,997,787	2,047,780
Amount Available for Debt Service	3,111,890	3,273,458
Maximum Amount Annual Debt Service	2,572,904	2,536,545
Calculated Coverage	120.95%	129.05%
Required Coverage	115.00%	115.00%

As of June 30, 2019 and 2018 the District's Wastewater Fund was in compliance with the provisions of the revenue bond covenants which require 115% or above the amount of the highest principal payment plus interest due in any

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

_____, 2021

Putnam Public Service District
Scott Depot, West Virginia

Crews & Associates, Inc.
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Build America Mutual Assurance Company
New York, New York

$_____
Putnam Public Service District
Water Refunding Revenue Bonds Series 2021 A (Tax-Exempt)

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance by Putnam Public Service District (the "Issuer") of its $_____ in aggregate principal amount Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds").

The Series 2021 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 of the Code of West Virginia, 1931, as amended (the "Act") and a Bond Resolution duly adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution duly adopted by the Issuer on May 27, 2021, and the Certificate of Determinations dated June _____, 2021, executed by the Chairman of the Issuer in connection therewith (collectively, the "Resolution") and are subject to all the terms and conditions of the Resolution. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution.

The Series 2021 A Bonds are issued for the purposes of (i) refunding the Issuer's (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of

Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "Bonds Being Refunded"); (ii) funding the Series 2021 A Bonds Reserve Account; and (iii) paying costs of issuance of the Series 2021 A Bonds and related costs.

The Series 2021 A Bonds have been sold to Crews & Associates, Inc. (the "Purchaser"), pursuant to a Bond Purchase Agreement dated June _____, 2021, and accepted by the Issuer (the "Purchase Agreement").

As to questions of fact material to our opinion, we have relied upon representations of the Issuer, the Purchaser and other entities contained in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and in the certified proceedings and other certifications of certain officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants of the Issuer, the Purchaser and other entities pertaining to tax matters set forth in the Resolution, the Tax and Non-Arbitrage Certificate and the Continuing Disclosure Agreement and with certain certificates delivered in connection with the issuance of the Series 2021 A Bonds, we are of the opinion, under existing law, that:

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision under and pursuant to the laws of the State of West Virginia, with full power and authority to adopt the Resolution, enter into the Continuing Disclosure Agreement and the Purchase Agreement, perform its obligations under the terms and provisions thereof and to issue and sell the Series 2021 A Bonds, all under the provisions of the Act and other applicable provisions of law.

2. The Issuer, through its governing body, has legally and effectively adopted the Resolution, has authorized, executed and delivered the Purchase Agreement and the Continuing Disclosure Agreement and has issued and delivered the Series 2021 A Bonds to the Purchaser pursuant to the Purchase Agreement. The Resolution is in full force and effect as of the date hereof.

3. The Debt Service Reserve Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid, legal, binding and enforceable instrument of the Issuer in accordance with its terms.

4. The Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents.

5. The Series 2021 A Bonds have been duly authorized, issued, executed and delivered by the Issuer and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Resolution and secured by a first lien on and pledge of the Net Revenues of the System, on parity with the liens, pledge and source of and security for payment in favor of the holders of the Prior Bonds, all in accordance with the terms of the Series 2021 A Bonds and the Resolution.

6. Under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2021 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. Ownership of tax-exempt obligations, including the Series 2021 A Bonds, may result in collateral federal income tax consequences to certain taxpayers. We offer no opinion as to such collateral tax consequences except as expressly set forth in paragraphs 5 and 6. Prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors as to such consequences. The opinions set forth above are subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code") that must be satisfied subsequent to issuance of the Series 2021 A Bonds for interest thereon to be or continue to be excludable from gross income for federal income tax purposes and all certifications, covenants and representations which may affect the excludability from gross income of the interest on the Series 2021 A Bonds set forth in the Resolution and the Tax and Non-Arbitrage Certificate. Failure to comply with such Code provisions or such certifications, covenants and representations could cause the interest on the Series 2021 A Bonds to be includable in gross income retroactive to the date of issuance of the Series 2021 A Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Series 2021 A Bonds except as expressly set forth in paragraph 5 and 6.

7. The initial public offering prices of the Series 2021 A Bonds maturing on _____ 1, 20_____ and _____ 1, 20_____ (collectively, the "Discount Bonds"), are less than that amounts payable on the Discount Bonds at maturity. The difference between the initial public offering price at which the Discount Bonds were sold and the amount payable at maturity constitutes an original issue discount ("OID"). In the case of any original Holder of a Discount Bond, the amount of the OID which is treated as having accrued with respect to such Discount Bond is added to the cost basis of the Holder in determining, for federal income tax purposes, gain or loss upon its disposition (including its sale, redemption or payment at maturity). We are of the opinion that amounts received upon such disposition which are attributable to accrued OID will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Interest in the form of OID is treated as compounding semiannually on days which are determined by reference to the maturity date of the Discount Bonds. The amount of OID, which is treated as having accrued in respect of a Discount Bond for any particular semiannual compounding period, is equal to the difference between the product of (a) one-half of the yield for the Discount Bonds (adjusted as necessary for an initial short period) and (b) the tax basis of the Discount Bond during such period. For purposes of the preceding sentence, the tax basis of a

Discount Bond, if held by an original purchaser, can be determined by adding to the initial public offering price of such Discount Bond the OID that is treated as having accrued during all prior semiannual compounding periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, the OID which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amount among the days in such compounding period. Holders of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of OID accrued upon sale or redemption of such Discount Bonds, and with respect to the state and local tax consequences of owning such Discount Bonds.

8. The Series 2021 A Bonds maturing on _____ 1, 20_____ ("OIP Bonds") will be sold with an original issue premium ("OIP"). The OIP will be equal to the excess of a holder's tax basis in the OIP Bonds over the amount payable at maturity or, in the case of OIP Bonds subject to redemption, the amount payable on the redemption date. Under current law, the OIP for an OIP Bonds must be amortized on an annual basis by the holder thereof. The amount of OIP amortized each year will not be deductible for federal income tax purposes. Further, Section 1016 of the Code requires that the amount of annual amortization for the OIP Bonds be deducted from the holder's tax basis in such OIP Bonds. This reduction in a holder's tax basis will affect the amount of capital gain or loss to be recognized by the holder when the OIP Bonds are sold or redeemed. Holders of OIP Bonds should consult their tax advisors with respect to the determination and treatment of amortizable OIP for federal income tax purposes, and with respect to the state and local tax consequences of owning such OIP Bonds.

9. Under the Act, the Series 2021 A Bonds are exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Series 2021 A Bonds is exempt from personal and corporate income taxes imposed directly thereon by the State.

10. The Bonds Being Refunded have been paid within the meaning and with the effect expressed in the resolutions pursuant to which the Bonds Being Refunded were issued, and the covenants, agreements and other obligations of the Issuer to the holders and owners of the Bonds Being Refunded have been satisfied and discharged.

It is to be understood that the rights of the holders of the Series 2021 A Bonds and the enforceability of liens, pledges, rights or remedies with respect to the Series 2021 A Bonds and the Resolution are subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the application of public policy, general principles of equity and the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Bonds Nos. AR-1 through AR-_____ of said Series 2021 A Bonds and, in our opinion, said Series 2021 A Bonds are in proper form and have been duly executed and authenticated.

We do not express any opinion as to the sufficiency or accuracy of the material, information or financial statements which are set forth in the Official Statement prepared and used in connection with the offering and sale of the Series 2021 A Bonds.

The opinions expressed in this letter are based upon the law in effect on the date hereof, and may be affected by actions taken or omitted or events occurring after the date hereof, including subsequent interpretations of the applicable law by competent judicial, regulatory and administrative authorities that modify, revoke, supplement, reverse, overrule or otherwise change applicable law and current interpretations thereof. We assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise, or to determine or to inform any person whether any such actions are taken or omitted, or any such events occur.

This opinion is intended solely for the benefit of the addressee and may not be relied upon by any other person or entity without, in each such case, our express written consent.

Very truly yours,

Steptoe & Johnson PLLC

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") is made as of June 29, 2021, by and between Putnam Public Service District (West Virginia) (the "District") and United Bank (the "Dissemination Agent"), in connection with the issuance of $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Bonds"). The Bonds are being issued pursuant to the Bond Resolution adopted by the Public Service Board (the "Board") of the District on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the District on May 27, 2021 (the "Supplemental Resolution") and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Board (the "Certificate of Determinations" and, together with the Bond Resolution and the Supplemental Resolution, the "Resolution"). The District and Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of Agreement. This Agreement is being executed and delivered by the District and Dissemination Agent for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-l2(b)(5). In the event of any conflict between the Rule and this Agreement, this Agreement shall be interpreted and/or modified, as appropriate, so that it complies with and is consistent with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution and the Bond Purchase Agreement dated June 23, 2021, by and between the District and the Participating Underwriter, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP")) and Operating Data with respect to the District, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds attached thereto as Appendix B and Appendix C, which Annual Financial Information shall include Audited Financial Statements if available on the Due Date (defined herein), and, if not then available, unaudited financial statements.

"Audited Financial Statements" means the District's annual financial statements, prepared in accordance with GAAP, which financial statements shall have been audited by a firm of independent certified public accountants.

"Beneficial Owner" shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the current General Manager of the District.

"Dissemination Agent" shall initially mean United Bank, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access System described in the 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of

an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"National Repository" shall mean the Municipal Securities Rulemaking Board, Washington, D.C., the sole Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, effective as of July 1, 2009.

"Operating Data" shall mean the information regarding the System for the most recent fiscal year, as well as the four (4) immediately prior fiscal years, as reflected in the "Form of Filing of Operating Data" attached hereto as Exhibit B. The District may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Bonds if such amendment or modification, in the reasonable opinion of the District, at its sole discretion, provides either more information, or additional clarity with respect to information being provided, regarding the System.

"Participating Underwriter" shall mean the original underwriter(s) of the Bonds who are required to comply with the Rule in connection with offering of the Bonds, which shall be Crews & Associates, Inc., Charleston, West Virginia.

"Repository" shall mean each National Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of West Virginia.

"System" shall mean the existing water distribution and treatment system of the District as of the date of this Agreement, and all future additions, extensions and betterments thereto.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than June 30 of the year immediately following the end of the District's Fiscal Year (presently ending June 30) for which disclosure is due (the "Due Date"), commencing with the report for the Fiscal Year ending June 30, 2021, provide to EMMA Annual Financial Information, which is consistent with the requirements of Section 4 of this Agreement. The Annual Financial Information may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Agreement. The District shall provide the Dissemination Agent with a copy of each report filed under this Agreement. If the District's fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The Dissemination Agent shall send written notice to the District at least thirty (30) days prior to the Due Date of the Annual Financial Information that such information is due by the Due Date.

(b) Not later than fifteen (15) Business Days prior to the Due Date, the District shall provide the Annual Financial Information to the Dissemination Agent. If by the Due Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the District to determine if the District is in compliance with the first sentence of this subsection (b). If the Dissemination Agent is unable to provide to EMMA its Annual Financial Information by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall file a report with the District certifying that the Annual Financial Information and Audited Financial Statements have been provided to EMMA pursuant to this Agreement and the date provided.

SECTION 4. Content of Annual Financial Information.

(a) Promptly upon receipt of an electronic copy of the Annual Financial Information, the Dissemination Agent shall submit to EMMA, not later than the Due Date, the Annual Financial Information of the District for the prior fiscal year, which shall contain or include by reference the following information:

(i) The District's Audited Financial Statements for the preceding Fiscal Year if available on the due date set forth herein, and if not then available, unaudited financial statements with the District's Audited Financial Statements to be provided promptly upon becoming available and in any event no later than thirty (30) days after receipt thereof from the District's auditors; and

(ii) Operating Data of the District for such preceding Fiscal Year, prepared from the records of the District, specifically and in the form attached as Exhibit B hereto, consisting of updates to the tables set forth therein.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(c) If any information described in Section 4(a) above can no longer be generated because the operations to which such information relates have been materially changed or discontinued, a statement to that effect shall satisfy the obligations of the District under this Section 4; provided, however, that the District shall, to the greatest extent feasible, provide in lieu thereof similar information with respect to any substitute or replacement operations.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events, if applicable, with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership, or similar event of the District[1];

13. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action; or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the District shall as soon as possible determine if such event would be material under applicable federal securities laws, in any event such determination must be made and submitted to the Dissemination Agent within two (2) business days.

(d) If the District determines that knowledge of the occurrence of any of the Listed Events, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would be material under applicable federal securities laws pursuant to subsection (b) or the District received notice of any Listed Event that does not require a finding of materiality classified under Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16), the District shall, within two (2) business days, file with the Dissemination Agent a notice of such occurrence to be provided to EMMA.

(e) If in response to a request under subsection (b), the District determines that the Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would not be material under applicable federal

[1] For the purposes of the event identified in Section 5(a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

securities laws, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA with a copy to the District. The Dissemination Agent must file such notice with EMMA within ten (10) business days of the occurrence of such Listed Event if the District has provided sufficient notice to the Dissemination Agent to permit the filing in such time frame.

SECTION 6. Manner of Filing. All filings made with the National Repository as provided in this Agreement shall be made in an electronic format as prescribed by the National Repository and shall be accompanied by identifying information as prescribed by the National Repository.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for any of the Listed Events under Section 5(a).

SECTION 8. Dissemination Agent. United Bank is hereby appointed as Dissemination Agent. The District may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Agreement.

SECTION 9. Amendment, Waiver. Notwithstanding any other provision of this Agreement, the District may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Agreement, the District shall describe such amendment in the next Annual Financial Information and Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for any of the Listed Events under Section 5(a), and (ii) the Annual Financial Information and Audited Financial Statements for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in

quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events, in addition to that which is required by this Agreement. If the District chooses to include any information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events in addition to that which is specifically required by this Agreement, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events.

SECTION 11. Default. In the event of a failure of the District or Dissemination Agent to comply with any provision of this Agreement (and, at the request of the Participating Underwriter), the Dissemination Agent may or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or Dissemination Agent to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Agreement in the event of any failure of the District or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and the District agrees to the extent allowed by State law to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the District:	Putnam Public Service District ATTN: General Manager P.O. Box 860 Scott Depot, WV 25560
To the Dissemination Agent:	United Bank 500 Virginia Street, East Charleston, WV 25301 Attention: Corporate Trust Department

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16. Fees. The District agrees to pay all fees and expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs, attorney's fees and other disbursements in the administration and performance of the Dissemination Agent's duties.

SECTION 17. Right to Resign. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the District.

SECTION 18. Right to Counsel. The Dissemination Agent shall have the right to consult with counsel in carrying out its duties under this Agreement and to rely upon an opinion of counsel.

[*Remainder of this page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Continuing Disclosure Agreement by their proper and duly authorized officers the day and year first above written.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: _____
Its: Chairman

UNITED BANK,
as Dissemination Agent

By: _____

Its: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: June 29, 2021

Notice is hereby given that Putnam Public Service District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by its covenant made in connection with the above-referenced bond issue. The District anticipates that the Annual Report will be filed by _____.

Dated this _____.

UNITED BANK

By: _____
Its: _____

EXHIBIT B

FORM OF FILING OF OPERATING DATA

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: June 29, 2021

Operating Data
For Fiscal Year Ended: June 30, 20__

In compliance with the requirements of the Continuing Disclosure Agreement executed by Putnam Public Service District in conjunction with the above-referenced bonds, the following Operating Data with respect to the System is provided for the above-stated fiscal year and, where noted, for the four (4) immediately preceding fiscal years.

SYSTEM OPERATING DATA

Water Customer Count by Type:

Fiscal Year	Residential	Commercial	Industrial	Public Auth	Fire	Resale	Total
2015	8,923	577	9	32	-	1	9,542
2016	8,974	574	10	29	-	2	9,589
2017	9,154	573	10	28	-	-	9,765
2018	9,106	568	10	27	95	1	9,807
2019	9,202	576	9	27	-	-	9,814
2020	9,223	578	9	27	-	-	9,837

Major Water System Users

PUTNAM PSD - TOP TEN WATER USERS (2020)

CUSTOMER NAME	GALLONS BILLED	AVERAGE MONTHLY USAGE	COMMERCIAL / INDUSTRIAL	% OF TOP 10 BILLED	% OF TOTAL BILLED
CAMC TV HOSPITAL	7,079,300	589,900	COM	19.53	1.31
APPALACHIAN POWER COMPANY	5,894,800	491,200	IND	16.26	1.09
HANSON AGGREGATE	3,846,000	320,500	IND	10.61	0.71
FAST CAST	3,649,500	304,100	COM	10.07	0.68
SLEEPY HOLLOW POOL	3,641,000	273,500 (6 MONTHS)	COM	10.04	0.67
GENESIS / 590 N POPLAR DR	3,325,000	277,100	COM	9.17	0.62
GENESIS / 300 SEVILLE DR	2,259,000	213,250	COM	7.06	0.47
DEVONSHIRE SENIOR LIVING	2,308,600	192,400	COM	6.39	0.43
PUTNAM VILLAGE	2,135,300	177,900	COM	5.89	0.39
TV CAR WASH	1,813,500	151,100	COM	5.00	0.34

(This does not include our Resale customer – The City of Hurricane.)

Historical Debt Service Coverage

PUTNAM PSD - WATER Debt Service Coverage	2016	2017	2018	2019	2020
Income before Capital Contributions	$ (529,085)	$ (405,845)	$ (287,680)		
Operating Income (Loss)				$ 988,387	$ 1,095,670
Tap Fees	(16,506)	(18,375)	(17,175)	(14,825)	(12,944)
Interest for Bond Debt Only	1,311,160	1,288,481	1,289,204	-	
Interest Revenue				53,099	55,629
Depreciation	1,441,135	1,425,938	1,419,109	1,461,347	1,451,156
Amount Avail for Debt Service	$ 2,206,704	$ 2,290,199	$ 2,403,458	$ 2,488,008	$ 2,589,511
Debt Service	1,723,304	1,883,708	1,883,708	1,877,045	1,877,045
Coverage	128.05%	121.58%	127.59%	132.55%	137.96%

Source: PSD Audits

Summary of Financial Position

PUTNAM PSD - WATER Statement of Revenues, Expenses and Changes in Net Position	2016	2017	2018*	2019	2020
Operating Revenues	$ 4,373,541	$ 4,570,418	$ 4,605,255	$ 4,671,659	$ 4,688,466
Operating Expenses	3,642,339	3,717,995	3,661,203	3,683,272	3,592,796
Net Operating Income (Loss)	$ 731,202	$ 852,423	$ 944,052	$ 988,387	$ 1,095,670
Total Non-Operating Revenues (Exp)	$ (1,260,287)	$ (1,258,268)	$ (1,231,732)	$ (1,183,198)	$ (1,165,769)
Change in Net Position before Cap Contributions	$ (529,085)	$ (405,845)	$ (287,680)	$ (194,811)	$ (70,099)
Capital Contributons		$ 20,454	$ 340,000	$ -	
Change in Net Position	$ (529,085)	$ (385,391)	$ 52,320	$ (194,811)	$ (70,099)
Net Position - Beginning of Year	$ 10,193,049	$ 9,663,964	$ 9,541,599	$ 9,593,919	$ 9,399,108
Net Position - End of Year	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

* Beginning Net Position restated

For information regarding the rate tariff for the System, please see www.psc.state.wv.us.

APPENDIX F

FORM OF BOND RESOLUTION AND SUPPLEMENTAL PARAMETERS RESOLUTION

PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

WATER REFUNDING REVENUE BONDS, SERIES 2021 A

BOND RESOLUTION

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Bond Resolution

PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Putnam Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Putnam County of said State;

WHEREAS, the Issuer presently owns and operates a water distribution and treatment system (as presently existing and as rehabilitated, improved and extended in the future, collectively, the "System") and has heretofore financed the acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds and the RUS Bonds, as hereinafter defined;

WHEREAS, all of the Prior Bonds and RUS Bonds were issued pursuant to Resolutions of the Issuer previously adopted (such Resolutions, as so amended and supplemented, collectively herein called the "Prior Resolutions" and the "RUS Resolutions" respectively);

WHEREAS, under the provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), the Issuer is authorized to issue refunding revenue bonds for the purpose of refunding, paying or discharging all or any part of its outstanding revenue bonds, including interest thereon;

WHEREAS, the Issuer has determined and hereby determines that present value debt service savings would result from the Issuer's current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, "RUS Bonds");

WHEREAS, the Issuer has determined that it is in the best interests of the customers of Putnam Public Service District and the citizens of Putnam County, West Virginia (the "County") to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project");

WHEREAS, the Issuer has determined, and does hereby affirm, that the acquisition and construction of certain extensions, additions, betterments, and improvements to the System, is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the County and surrounding areas;

WHEREAS, the Issuer has determined that the aforementioned acquisition and construction of extensions, additions, betterments and improvements to the System and the current refunding of the RUS Bonds should be financed with the proceeds from the issuance of its Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt), in the original aggregate principal amount of not more than $17,000,000 (the "Series 2021 A Bonds"), such Series 2021 A Bonds to be secured by and payable from the Net Revenues (as hereinafter defined) of the System on a parity with the Prior Bonds; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interests of Issuer and its customers that the Series 2021 A Bonds be sold to the Original Purchaser (as hereinafter defined) pursuant to the terms and provisions of a bond purchase agreement between the Issuer and the Original Purchaser (the "Bond Purchase Agreement").

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

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Resolution and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2021 A Bonds.

"Additional Parity Bonds" means additional Bonds issued subsequent to the Series 2021 A Bonds payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds and Prior Bonds.

"Authorized Officer" means the Chairman of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the public service board of the Issuer.

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

"Bondholder," "Holder," "Holder of the Bonds," "Owner of the Bonds," "Registered Owner," or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Bond Insurer" means any entity which shall issue a municipal bond insurance policy to insure all or any portion of the payment of principal of and interest on the Bonds and/or provide a municipal bond debt service reserve insurance policy, or other financial instrument, for the purpose of funding, in whole or in part, the Series 2021 A Bonds Reserve Account, and with respect to the Series 2021 A Bonds, shall initially mean the bond insurer or bond insurers, if any, named in the Supplemental Parameters Resolution.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Issuer and the Original Purchaser relating to the sale and purchase of the Series 2021 A Bonds.

"Bond Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Bonds.

"Bond Year" means each of the one-year periods during the term of the Bonds, beginning the second day of December of any calendar year and ending on the first day of December the following calendar year; provided, however, that the first year begins on the date of issuance of the Series 2021 A Bonds and ends on December 1, 2021.

"Bonds" means, collectively, the Series 2021 A Bonds, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

“Capitalized Interest” means monies whether from the proceeds of bonds or any other source deposited in the Sinking Fund for any series of Bonds of the Issuer and pledged to the payment of interest on such bonds.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2021 A Bonds, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS, attached hereto.

"Chairman" means the Chairman of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2021 A Bonds for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Code of West Virginia” means the Code of West Virginia, 1931, as amended.

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

“Costs of Issuance Fund” means the Costs of Issuance Fund created by Section 4.01 hereof.

"Costs" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, those costs described in Section 1.03D.

"Debt Service," with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to the Bonds during such period.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Parameters Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"DTC" means The Depository Trust Company, New York, New York, or its successor.

"DTC-eligible" means, with respect to the Series 2021 A Bonds, meeting the qualifications prescribed by DTC.

"Event of Default" means any occurrence or event specified in Section 7.01.

"FDIC" means the Federal Deposit Insurance Corporation or 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 certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes Capitalized Interest (as herein defined), any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments). Gross Revenues does not include the proceeds of grants or contributions in aid of construction received by the Issuer, or bonds or notes issued by the Issuer, which proceeds are required by the terms of such grant, contribution in aid of construction, bond or note to be used to finance capital improvements, betterments and/or additions for the System or are pledged or obligated for any purpose other than the payment of Operating Expenses (as herein defined) of the System or principal of or interest on the Bonds.

“Independent Certified Public Accountant” 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 purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Issuer” means Putnam Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, located, and operating in, Putnam County of said State and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Maximum Annual Debt Service" means, at the time of computation, the greatest aggregate amount of Debt Service required to be paid on the Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any Term Bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, insuring the timely payment of the principal of and interest on all or any of the Series 2021 A Bonds, in accordance with the terms thereof.

“Municipal Bond Debt Service Reserve Insurance Policy” means the municipal bond debt service reserve insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2021 A Bonds, which satisfies the Series 2021 A Bonds Reserve Account Requirement with respect to the Series 2021 A Bonds Reserve Account, in accordance with the terms thereof.

"Net Proceeds" means the face amount of the Series 2021 A Bonds, plus accrued interest and premium, if any, plus/less [net] original issue premium/discount, if any, and less proceeds deposited in the Series 2021 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2021 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2021 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2021 A Bonds.

“Official Statement” means a document or set of documents prepared by an issuer of municipal securities or its representatives setting forth, among other matters, information concerning the Issuer of such municipal securities and the proposed issue of securities that is complete as of the date of delivery of the document or set of documents to the Original Purchaser.

"Operating Expenses," unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post-employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

“Original Purchaser” means Crews & Associates, Inc., Charleston, West Virginia, and Little Rock, Arkansas, as the purchaser of the Series 2021 A Bonds directly from the Issuer, or, if the Issuer and such Original Purchaser do not agree to the purchase of the Series 2021 A Bonds with interest rates and other terms allowable under the Act, such other person or persons, firm or firms, bank or banks, corporation or corporations or such other entity or entities as shall purchase the Series 2021 A Bonds directly from the Issuer, as determined by a resolution supplemental hereto.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond or Prior Bond canceled by the registrar for such Bond or Prior Bond at or prior to said date; (b) any Bond or Prior Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Resolution and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders or Bonds respectively, for the purpose of consents, notices and the like, any Bond registered to the Issuer.

"Paying Agent" means the Commission and any other paying agent for the Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

"Prior Bonds" means, collectively, the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds.

"Prior Resolutions" means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Project” means design, acquire, construct and equip certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances.

"Purchase Price," for the purpose of computation of the Yield of the Series 2021 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2021 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Series 2021 A Bonds are privately placed, the price paid by the first buyer of the Series 2021 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2021 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2021 A Bonds.

"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.

"Rebate Fund" means the Rebate Fund described in Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Series 2021 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published, mailed or transmitted in accordance herewith.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the premium, if any, required to be paid to effect such redemption.

"Registered Owner," "Bondholder," "Holder," "Owner" or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Registrar" means the bank to be designated in the Supplemental Parameters Resolution as the registrar for the Series 2021 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created by the Prior Resolutions and continued by Section 4.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts created for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Reserve Account Requirement" means the amount required to be on deposit in the respective Reserve Accounts for the Series 2021 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

“Resolution” means this Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Revenue Fund" means the Revenue Fund established by the Prior Resolutions and continued hereby.

“RUS Bonds” means, collectively, the Issuer’s Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds.

“RUS Resolutions” means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the RUS Bonds.

"Secretary" means the Secretary of the Issuer.

“Series 1999 A Bonds” means the Issuer’s Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000.

“Series 1999 B Bonds” means the Issuer’s Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000.

“Series 2008 A Bonds” means the Issuer’s Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000.

“Series 2009 A Bonds” means the Issuer Water Revenue Bond, Series 2009 A (West

Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000.

"Series 2009 B Bonds" means the Issuer's Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000.

"Series 2010 A Bonds" means the Issuer's Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500.

"Series 2010 B Bonds" means the Issuer's Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200.

"Series 2013 A Bonds" means the Issuer's Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000.

"Series 2013 B Bonds" means the Issuer's Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000.

"Series 2013 C Bonds" means the Issuer's Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000.

"Series 2020 A Bonds" means the Issuer's Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000.

"Series 2021 A Bonds" means the Water Refunding Revenue Bonds, Series 2021 A, of the Issuer, originally authorized to be issued pursuant to this Resolution and the Supplemental Parameters Resolution.

"Series 2021 A Bonds Construction Fund" means the Series 2021 A Bonds Construction Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Redemption Account" means the Series 2021 A Bonds Redemption Account established in the Series 2021 A Bonds Sinking Fund pursuant to Section 4.02 hereof.

"Series 2021 A Bonds Sinking Fund" means the Series 2021 A Bonds Sinking Fund established by Section 4.02 hereof.

"Series 2021 A Bonds Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

"Series 2021 A Bonds Reserve Account" means the Series 2021 A Bonds Reserve Account established with the Commission pursuant to Section 4.02 hereof for the benefit of the Series 2021 A Bonds.

"Series 2021 A Bonds Reserve Account Requirement" means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2021 A Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2021 A Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2021 A Bonds.

"Sinking Funds" means, collectively, the respective sinking funds created for the Series 2021 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Parameters Resolution" means any resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Parameters Resolution to be adopted by the Issuer following adoption of this Resolution, and any Certificate of Determinations provided for by such Supplemental Parameters Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2021 A Bonds and authorizing the sale of the Series 2021 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Parameters Resolution and not so included may be contained in any other Supplemental Parameters Resolution.

"Surplus Revenues" means the Net Revenues not required by the Resolution to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Prior Bonds or the Series 2021 A Bonds.

"System" means the complete public waterworks distribution and treatment system of the Issuer, presently existing in its entirety or any integral part thereof, and any further additions, extensions, renovations and improvements thereto hereafter constructed or acquired for the System from any sources whatsoever.

"Term Bonds" means Series 2021 A Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Board hereby finds and determines as follows:

A. The Issuer is a public service district, public corporation and political subdivision of the State of West Virginia, in Putnam County of said State.

B. The Issuer now owns and operates a public water distribution and treatment system, the construction, extension, addition and improvement of which it has financed or refinanced through the issuance of the Prior Bonds and the RUS Bonds.

C. The Issuer has determined that present value debt service savings will result from the current refunding of the RUS Bonds.

D. It is deemed necessary for the Issuer to issue its Water Refunding Revenue Bonds, Series 2021 A, in the original aggregate principal amount of not more than $17,000,000, in order to pay in full the outstanding principal balance of and all accrued interest on the RUS Bonds and permanently finance the costs of acquisition and construction of the Project. The proceeds of the Series 2021 A Bonds may also be applied to the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2021 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; and the payment of underwriter's discount; financial advisor expenses; engineering and legal expenses; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; commitment fees; the premium for a municipal bond insurance policy, if determined to be financially advantageous for the Issuer; the premium for a municipal bond debt service reserve insurance policy, if determined to be financially advantageous for the Issuer; expenses for estimates of costs and revenues; administrative expense; discount; initial fees for the services of registrar's, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2021 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition and 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 2021 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall also be permitted.

E. It is in the best interest of the Issuer that the Series 2021 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Parameters Resolution of the Issuer.

F. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2021 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds"); and

(6) Water Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), dated August 6, 2020, issued in the original aggregate principal amount of $6,825,000 (the "Series 2020 A Bonds") (collectively, the "Prior Bonds").

The Series 2021 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2021 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 2021 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 revenue or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

G. The Issuer derives revenues from the System which are pledged for payment of the Prior Bonds and the RUS Bonds. Except for such pledge thereof to secure and pay the Prior Bonds and the RUS Bonds, said revenues are not pledged or encumbered in any manner. The Issuer intends to issue the Series 2021 A Bonds and to pledge for payment thereof the Net Revenues of the System. Upon issuance of the Series 2021 A Bonds and defeasance of the RUS Bonds, the Series 2021 A Bonds will be secured by a first lien on the Net Revenues of the System, on a parity with the Prior Bonds.

H. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2021 A Bonds and the Prior Bonds, and to pay the principal on the Series 2021 A Bonds and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Resolution.

I. It is in the best interests of the Issuer and the customers thereof, and the citizens of the County, that the Issuer issue the Series 2021 A Bonds, and secure the Series 2021 A Bonds by a pledge and assignment of the Net Revenues derived from the System, the monies in the Series 2021 A Bonds Sinking Fund, the monies in the Series 2021 A Bonds Reserve Account, unexpended proceeds of the Series 2021 A Bonds and as further set forth herein.

J. The Series 2021 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021

A BONDS, attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Parameters Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2021 A Bonds, when authenticated by the Registrar and issued as in this Resolution provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2021 A Bonds will be timely done and duly performed.

L. The adoption of this Resolution, and the execution and issuance of the Series 2021 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and the issuance of the Series 2021 A Bonds, the current refunding of the RUS Bonds, or will have so complied prior to issuance of any thereof.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Series 2021 A Bonds by those who shall own or hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owners of any and all of such Series 2021 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2021 A Bond and any other Series 2021 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATION OF REFUNDING AND ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Refunding. All RUS Bonds Outstanding as of the date of issuance of the Series 2021 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be refunded and paid in full and the pledge of Net Revenues in favor of the Registered Owners of the RUS Bonds imposed by the RUS Resolutions authorizing the issuance of the RUS Bonds, the monies in the funds and accounts created by the RUS Resolutions pledged to payment of the RUS Bonds, and any other funds pledged by the RUS Resolutions to payment of the RUS Bonds are hereby ordered terminated, discharged and released upon such payment to the Registered Owners of the RUS Bonds. Contemporaneously with the payment in full of the RUS Bonds, the amounts on deposit in the sinking funds and reserve accounts, and all other funds and accounts created and maintained on behalf of or pledged to the RUS Bonds, shall be released from the lien created by the RUS Resolutions authorizing the issuance of the RUS Bonds.

Section 2.02. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not more than $5,000,000. The proceeds of the Series 2021 A Bonds hereby authorized shall be applied as

provided herein. The Series 2021 A Bonds are hereby authorized, to be issued in one or more series, in the aggregate principal amount of not more than $17,000,000.

ARTICLE III
THE BONDS

Section 3.01. Form and Payment of Bonds. No Series 2021 A Bond shall be issued pursuant to this Resolution except as provided in this Article III. Any Series 2021 A Bonds issued pursuant to this Resolution may be issued only as fully registered Series 2021 A Bonds without coupons, in the denomination of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution). All Series 2021 A Bonds shall be dated as of the date provided in a Supplemental Parameters Resolution applicable to such series. All Series 2021 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 A Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in exchange for Series 2021 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 A Bonds surrendered.

The principal of and the premium, if any, on the Series 2021 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2021 A Bonds shall be paid by check or draft made payable and mailed to the Registered Owner thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of $1,000,000 or more of the Series 2021 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2021 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2021 A Bond in the principal amount of said Series 2021 A Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2021 A Bonds shall be executed in the name of the Issuer by the Chairman, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2021 A Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2021 A 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 3.03. Authentication and Registration. No Series 2021 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the

Certificate of Authentication and Registration on such Bond, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference with respect to such respective Series 2021 A Bond, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Series 2021 A Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication and Registration on any Series 2021 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2021 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2021 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Series 2021 A Bonds, shall be conclusively deemed to have agreed that such Series 2021 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2021 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2021 A Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2021 A Bonds. The Series 2021 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2021 A Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2021 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2021 A Bond is exercised, Series 2021 A Bonds shall be delivered in accordance with the provisions of this Resolution. All Series 2021 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2021 A Bonds, the initial exchange of Series 2021 A Bonds and exchanges of such Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2021 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of such Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2021 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond so destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Bond Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Net Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2021 A Bonds issued pursuant to this Resolution, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2021 A Bonds Redemption Account in accordance with Subsection 4.03(A)(2) shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 13 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory redemption date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Parameters Resolution relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory redemption date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory redemption date furnish the Registrar and the Commission with its certificate indicating whether and to

what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Commission may use the moneys in the Series 2021 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the redemption date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable such Series 2021 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory redemption date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of $5,000.

Section 3.07. Notice of Redemption. Unless waived by any Registered Owner of the Bonds to be redeemed, official notice of any proposed redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

(1) The Redemption Date,

(2) The Redemption Price,

(3) If less than all outstanding Series 2021 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-eligible Bonds.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2021 A Bonds or portions of such Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Series 2021 A Bonds or portions of such Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2021 A Bonds or portions of such Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein shall not affect the validity of proceedings for the redemption of Series 2021 A Bonds, and failure to provide such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute, and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Resolution. Upon the presentation and surrender of any Bond in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefore, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefore to the Holder of such Bond in temporary form.

Section 3.10. Authorization of Bonds. For the purposes of, in combination with other funds of the Issuer available therefor, paying the costs of acquisition and construction of the Project and paying in full the entire outstanding principal of and all accrued interest on the RUS Bonds, paying the premium for a Municipal Bond Insurance Policy, if determined to be financially advantageous to the Issuer, to secure the payment of principal of and interest on the Series 2021 A Bonds, funding the Series 2021 A Bonds Reserve Account (or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy, if determined to be financially advantageous to the Issuer), in an amount equal to the Series 2021 A Reserve Requirement and paying costs of issuance of the Series 2021 A Bonds and related costs, there shall be issued the Series 2021 A Bonds of the Issuer, in an aggregate principal amount of not more than $17,000,000. The Series 2021 A Bonds shall be designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A" and shall be issued in fully registered form, in

denominations of $5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Parameters Resolution), not exceeding the aggregate principal amount of Series 2021 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2021 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2021 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Parameters Resolution.

Section 3.11. Book Entry System for Series 2021 A Bonds. The Series 2021 A Bonds (if purchased by the Original Purchaser) shall initially be issued in the form of one fully registered bond for the aggregate principal amount of the Series 2021 A Bonds of each maturity and shall be registered in the name of Cede & Co., as nominee of DTC. Notwithstanding anything herein to the contrary contained, so long as the Series 2021 A Bonds are so issued and registered, DTC (or its nominee) shall be treated as the sole Registered Owner for all purposes hereunder. Each Bond shall bear a legend substantially to the following effect "Except as otherwise provided in the Resolution, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Resolution) or to a successor of DTC or to a nominee of a successor of DTC. Unless this certificate is presented by an authorized representative of DTC, to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein."

With respect to Series 2021 A Bonds registered in the records of the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent shall have no responsibility or obligation to any other participant in DTC or to any Person on behalf of whom such a participant in DTC holds a beneficial interest in the Series 2021 A Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any other participant in DTC with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any notice with respect to any Series 2021 A Bonds, including without limitation any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any amount with respect to principal of, premium, if any, or interest on, any Bond, or (iv) any consent given by DTC as Registered Owner. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the records of the Registrar as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to any Bond for the purpose of making payment of any purchase price of such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 A Bonds and the purchase price of any Bond only to or upon the order of the respective Registered Owners, as shown in the records of the Registrar as provided in this Resolution, or their respective attorneys or legal representatives duly authorized in writing, and all such payments shall be valid

and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 A Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Resolution.

The Registered Owners have no right to a depository for the Series 2021 A Bonds. The Issuer may remove DTC or any successor thereto for any reason at any time. In such event or in the event DTC shall notify the Issuer that DTC is discontinuing its book-entry system for the Series 2021 A Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the DTC of Bond certificates and transfer one or more separate Bond certificates to other participants or beneficial owners as DTC may direct. In such event, the Series 2021 A Bonds shall no longer be restricted to being registered in the records of the Registrar in the name of Cede & Co., as nominee, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names other participants in DTC receiving Series 2021 A Bonds shall designate, in accordance with the provisions of this Resolution. The provisions of this Section applicable to DTC shall apply, mutatis mutandis, to any successor depository performing the same functions hereunder as DTC.

The Issuer represents hereby that it has executed a Letter of Representations, the terms of which are applicable to the issuance of the Series 2021 A Bonds hereunder. Such Letter of Representations is for the purpose of effectuating the Book-Entry Only System only and shall not be deemed to amend, supersede or supplement the terms of this Resolution which are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 3.12. Delivery of Series 2021 A Bonds. The Issuer shall execute and deliver the Series 2021 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2021 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2021 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2021 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies of this Resolution and the Supplemental Parameters Resolution certified by the Secretary;

(4) The unqualified approving opinion of Bond Counsel regarding the Series 2021 A Bonds; and

(5) A copy of such other documents and certificates as the Original Purchaser may reasonably require.

Section 3.13. Form of Series 2021 A Bonds. The definitive Series 2021 A Bonds shall be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2021 A BONDS attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2021 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2021 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2021 A Bonds. Upon the issuance and delivery of the Series 2021 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(1) All interest accrued on Series 2021 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2021 A Bonds Sinking Fund and applied to payment of interest on the Series 2021 A Bonds at the first interest payment date.

(2) If a Municipal Bond Insurance Policy has been obtained to secure the payment of the principal of, and interest on, the Series 2021 A Bonds, the premium for such Municipal Bond Insurance Policy shall be paid to the Bond Insurer.

(3) An amount of the proceeds of the Series 2021 A Bonds equal to the amount, if any, set forth in the Supplemental Parameters Resolution shall be remitted to the Commission for deposit in the Series 2021 A Bonds Reserve Account; provided that to the extent the Series 2021 A Bonds Reserve Requirement is satisfied in whole or in part from a Municipal Bond Debt Service Reserve Insurance Policy, [a letter of credit, a surety bond or other credit facility and proceeds of the Series 2021 A Bonds shall be used to purchase said Municipal Bond Debt Service Reserve Insurance Policy, letter of credit, surety bond or other credit facility,] proceeds of the Series 2021 A Bonds shall be (i) paid to the Bond Insurer, via wire transfer, in an amount equal to the premium for the Municipal Bond Debt Service Reserve Insurance Policy and (ii) deposited in the Series 2021 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2021 A Bonds Reserve Requirement.

(4) An amount of the proceeds of the Series 2021 A Bonds along with funds in the RUS Bonds Reserve Account, as set forth in the Certificate of Determinations, shall be remitted to the United States Department of Agriculture to pay the outstanding principal of, and any accrued interest on, the RUS Bonds in full.

(5) An amount of Series 2021 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2021 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2021 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Resolution, subject however, to applicable yield restrictions as may be in

effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2021 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2021 A Bonds Sinking Fund established in Section 4.02 hereof and applied to the next ensuing payment of interest on the Series 2021 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2021 A Bonds from which such proceeds are derived.

(6) The balance of Series 2021 A Bonds proceeds, if any, shall be deposited in the Series 2021 A Bonds Construction Fund and disbursed as provided in Section 3.15 hereof.

Section 3.15. Disbursements from the Series 2021 A Bonds Construction Fund. Disbursements from the Series 2021 A Bonds Construction Fund, except for payment of Costs of Issuance of the Series 2021 A Bonds in excess of the monies available in the Costs of Issuance Fund which shall be made upon request of the Issuer, shall be made only for acquisition and construction of the Project, including all necessary engineering and other professional services relating thereto. Pending such application, monies in the Series 2021 A Bonds Construction Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE IV
SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by the Prior Resolutions), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other and used solely for the purposes provided herein:

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

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

(3) Costs of Issuance Fund;

(4) Rebate Fund; and

(5) Series 2021 A Bonds Construction Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. Pursuant to this Article IV, the following special funds and accounts are hereby established (or continued if previously established by the Prior Resolutions) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other and used solely for the purposes provided herein:

(1) Series 1999 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(2) Series 1999 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(3) Series 1999 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(4) Series 1999 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(5) Series 2008 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(6) Series 2008 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(7) Series 2009 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(8) Series 2009 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(9) Series 2009 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(10) Series 2009 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(11) Series 2020 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

(12) Series 2020 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);

(13) Series 2021 A Bonds Sinking Fund; and

(14) Series 2021 A Bonds Reserve Account.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2021 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund 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 remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.

(2) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit to the Commission (i) the amounts required by Prior Resolutions to pay interest on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) commencing 7 months prior to the first interest payment date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 7 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2021 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund.

(3) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the Commission the amounts required by Prior Resolutions to pay principal on the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds and Series 2020 A Bonds; and (ii) to the Commission commencing 13 months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 A Bonds, for deposit in the Series 2021 A Bonds Sinking Fund and in the Series 2021 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2021 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than 13 months (or 7 months if the Series 2021 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing principal payment date or mandatory

Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

Moneys in the Series 2021 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2021 A Bonds, whether by maturity or redemption prior to maturity. Moneys on deposit in the Series 2021 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2021 A Bonds when the funds on deposit in the Series 2021 A Bonds Sinking Fund are insufficient therefore, and for no other purpose. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2021 A Bonds Sinking Fund when the aggregate amount of funds therein, including the Series 2021 A Bonds Reserve Account therein, is at least equal to the aggregate principal amount of Series 2021 A Bonds then Outstanding, plus the amount of interest due or thereafter to become due on such Bonds then Outstanding.

As and when Additional Parity Bonds ranking on a parity with the Series 2021 A Bonds are issued, provision shall be made for additional deposits 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 respective reserve account in an amount equal to the requirement thereof.

The payments into the Series 2021 A Bonds Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Resolution.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2021 A Bonds Reserve Account, if no longer funded with a municipal bond debt service reserve insurance policy, an amount sufficient to remedy any decrease in value of the Series 2021 A Bonds Reserve Account below the Series 2021 A Bonds Reserve Account Requirement or any withdrawal from the Series 2021 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 A Bonds Reserve Account is less than the Series 2021 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2021 A Bonds Reserve Account for deposit into the Series 2021 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 A Bonds Reserve Account to an amount equal to the Series

2021 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2021 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2021 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2021 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2021 A Bonds when due, jointly, and pro rata, when amounts in the Series 2021 A Bonds Sinking Fund are insufficient therefore and for no other purpose. Notwithstanding anything in this Section 4.03A(4) to the contrary, to the extent the Series 2021 A Bonds Reserve Account is insured by a Municipal Bond Debt Service Reserve Insurance Policy, the Series 2021 A Bonds Reserve Account shall be funded in accordance with the terms of such policy.

(5) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, 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. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

B. The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created or continued hereunder, and the Series 2021 A Bonds Reserve Account, and all amounts required for said Sinking Funds shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Bonds, by the Issuer at the times and as otherwise provided herein. All

remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Resolution.

C. If on any monthly payment date the Net 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 4.03 and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

D. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the Prior Bonds, the Series 2021 A Bonds and any Additional Parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

ARTICLE V
INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE; CONTINUING DISCLOSURE AGREEMENT

Section 5.01. Investments. The Issuer shall invest and reinvest and shall instruct the Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Resolution in Qualified Investments to the fullest extent possible under applicable laws, this Resolution, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon, and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer 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 Issuer may make any and all investments permitted by this section through the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section:

(A) The Issuer shall, or shall cause the Commission to, semiannually transfer from each Reserve Account to the corresponding Sinking Fund any earnings on the moneys deposited therein and any other funds in excess of the applicable Reserve Account Requirement; provided, however, that there shall at all times remain on deposit in each Reserve Account an amount at least equal to the applicable Reserve Account Requirement.

(B) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from a Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in a Reserve Account shall, at any time, be less than the applicable Reserve Account Requirement, and such deficiency shall be made up from the first available Net Revenues after required deposits to the applicable Sinking Fund and otherwise in accordance with Section 4.03(3).

(C) All amounts representing accrued interest shall be held by the Commission, pledged solely to the payment of interest on the Bonds and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(D) Notwithstanding the foregoing, all moneys deposited in any Sinking Fund, including any reserve account therein, may be invested by the Commission in 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, 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2021 A Bonds in such manner and to such extent as may be necessary, so that such Series 2021 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2021 A Bonds) so that the interest on the Series 2021 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2021 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2021 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding

sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available, therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 5.04. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or enter into a continuing disclosure agreement in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as in effect on the date of delivery of the Series 2021 A Bonds.

ARTICLE VI
ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Resolution shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2021 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Resolution, the Issuer hereby covenants and agrees with the Holders of the Series 2021 A Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2021 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds Not to be Indebtedness of the Issuer. The Series 2021 A Bonds shall not be or 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 Net Revenues of the System, the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account and the unexpended proceeds of the Series 2021 A Bonds or moneys in the Series 2021 A Bonds Construction Fund, if any, all as herein provided. No Holder or Holders of the Series 2021 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Series 2021 A Bonds or the interest thereon.

Section 6.03. Series 2021 A Bonds Secured by Parity Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all of the Series 2021 A Bonds issued hereunder shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. The payment of the debt service on the Series 2021 A Bonds shall also be secured by the moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve

Account. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized, and to make the payments into the Series 2021 A Bonds Sinking Fund, all moneys and securities in the respective Series 2021 A Bonds Sinking Fund, and the Series 2021 A Bonds Reserve Account, and all other payments provided for in this Resolution, are hereby irrevocably pledged in the manner provided in this Resolution to the payment of the principal of and interest on the Prior Bonds and the Series 2021 A Bonds herein authorized as the same become due and for the other purposes provided in this Resolution.

Section 6.04. Rates. Prior to the issuance of the Series 2021 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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 Annual Debt Service on the Series 2021 A Bonds, and all obligations issued on a parity with, or subordinate to, the Series 2021 A Bonds, including the Prior Bonds, and any Additional Parity Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

The Issuer hereby covenants to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within 90 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 6.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Resolution. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Resolutions. Additionally, so long as the Series 2021 A Bonds are Outstanding, the System may be sold, mortgaged, leased or otherwise disposed of only 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, or to defease the pledge created by this Resolution and the Prior Resolutions. The proceeds from such sale, mortgage, lease

or other disposition of the System shall be immediately remitted to the Commission for deposit in the respective Sinking Funds, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the Net 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 is not in excess of $1,000,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $1,000,000 but not in excess of $10,000,000, the Issuer shall first, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $1,000,000 and not in excess of $10,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of $10,000,000 and insufficient to defease the pledge created by this Resolution, as provided by Section 9.01, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 60% in amount of 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 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Gross Revenues of the System. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Net Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Series 2021 A Bonds and the Prior Bonds; and all obligations hereafter issued by the Issuer payable from the Net 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 and source of and security for payment from such Net Revenues and in all other respects to the Series 2021 A Bonds and the Prior Bonds.

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, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2021 A Bonds and the Prior Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2021 A Bonds and the interest thereon in this Resolution or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be

applicable. In addition, no Additional Parity Bonds payable out of the Net Revenues of the System shall be issued after the issuance of any Bonds pursuant to this Resolution, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition, equipping or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, or refunding all, or any portion of, the Prior Bonds and any hereinafter issued Additional Parity Bonds, paying claims which may exist against the revenues or facilities of the System, or all of such purposes.

So long as the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2020 A Bonds or Series 2021 A Bonds are outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any twelve (12) consecutive months in the eighteen (18) months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2021 A Bonds then Outstanding;

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

(4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the Issuer shall be permitted to issue bonds which refund any Outstanding Series 2021 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds if, prior to the issuance of such refunding bonds, the Issuer shall have provided: (i) a verification report of an Independent Certified Public Accountant concluding that present value debt service savings shall be realized by the Issuer as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds Outstanding after such refunding;

(2) The Series 2021 A Bonds Outstanding after such refunding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution which shall be Outstanding following such refunding; and

(4) The Additional Parity Bonds for such refunding then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three (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 Additional Parity Bonds and any increase in rates adopted by the Issuer, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of an Independent Certified Public Accountant, procured by the Issuer prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the System during the twelve (12) consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of an Independent Certified Public Accountant, as stated in a certificate, 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 (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Series 2021 A Bonds, and all the covenants and other provisions of this Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2021 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net 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 by this Resolution required for and on account of such additional parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The Issuer shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Net Revenues, with the Series 2021 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in this Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the Issuer states that the Issuer was not in compliance with the rate covenant in Section 6.04 of this Resolution for the year being audited and the Issuer has, as required by Section 6.04, initiated the

process of implementing a rate increase sufficient to comply with Section 6.04, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of this Resolution, so as to prevent the Issuer from issuing Additional Parity Bonds under this Section 6.08.

Notwithstanding any other provisions set forth in this Resolution, the Issuer may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2021 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2021 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2021 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against 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 and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. 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.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer and employee of the Issuer 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.

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 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.

Section 6.10. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto

Section 6.11. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. 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. The Issuer further covenants and agree 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 and facilities of the System to all delinquent users of services and facilities of the System and any services of facilities of any potable water system owned by the District, or pursuant to a termination agreement with any other utility providing water service to the premises. The services of the System and/or any potable water system shall not be restored until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.13. 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 or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. 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 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, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by an Independent Certified Public Accountant.

Section 6.15. Operating Budget. The Issuer shall annually, at least thirty (30) days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Bonds or anyone acting for and on behalf of such Holder who requests the same.

Section 6.16. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2021 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2021 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2021 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2021 A Bonds during the terms thereof is, under the terms of such Series 2021 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2021 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2021 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2021 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2021 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2021 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2021 A Bonds will be and remain excludable from gross income for federal income tax purposes and will not take any actions which would adversely affect such exclusion.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2021 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 the issuance of the Series 2021 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 6.18. Continuing Disclosure. In order to provide the written undertaking for the benefit of the owners of the Series 2021 A Bonds required of the Original Purchaser by the Securities and Exchange Commission Rule 15c2-12, the Issuer shall enter into a Continuing Disclosure Agreement in such form as may be approved by the Supplemental Parameters Resolution, and the Chairman is authorized and directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Chairman shall approve, such approval to be conclusively evidenced by the execution of such Agreement by the Chairman.

Section 6.19. Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2021 A Bonds shall be and the same is hereby approved. The form of the Preliminary Official Statement shall be in such form as may be approved by the Supplemental Parameters Resolution. The Chairman is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2021 A Bonds and as the Chairman may approve (the "Official Statement"). The execution of the Official Statement by the Chairman shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

Section 6.20. Municipal Bond Insurance Policy; Municipal Bond Debt Service Reserve Insurance Policy. The Issuer may purchase a Municipal Bond Insurance Policy for each of the Series 2021 A Bonds and/or a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account. In the event a Municipal Bond Insurance Policy and/or Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the bond insurer as a condition to insuring the Series 2021 A Bonds and/or providing the Municipal Debt

Service Reserve Insurance Policy. These additional covenants and provisions shall be set forth in a Supplemental Parameters Resolution, shall apply to the Series 2021 A Bonds, shall be supplemental to and amendatory of this Resolution, and shall be controlling in the event any other provisions of this Resolution may be in conflict therewith.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2021 A Bonds:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Resolution or any Supplemental Parameters Resolution or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Bond;

(C) 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

(D) If the Issuer defaults on the Prior Bonds or the Prior Resolutions.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights, provided, that all rights and remedies of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds, and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owners, including the right to require the Issuer to perform its duties under the Act and this Resolution;

(C) Bring suit upon the Bonds;

(D) 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

(E) By action or bill in equity enjoin any acts in violation of this Resolution or the rights of the Registered Owners of the Bonds; provided, that all rights and remedies

of the Registered Owners of the Series 2021 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

No remedy by the terms of this Resolution conferred upon or reserved to the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owners hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner 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 on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Resolution and the Act.

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

Whenever all that is due upon the Series 2021 A Bonds issued pursuant to this Resolution and interest thereon and under any covenants of this Resolution for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver 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 the Registered Owners of the Bonds

issued pursuant to this Resolution. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Registered Owners of the Bonds, and the curing and making good of any default under the provisions of this Resolution, and the title to and ownership of said 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, mortgage or otherwise dispose of any assets of the System.

Notwithstanding any other provision of this Resolution, in determining whether the rights of the Registered Owners of the Series 2021 A Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Resolution, any trustee or Bondholder's committee representing the Registered Owners of the Series 2021 A Bonds shall consider the effect on the Registered Owners of the Series 2021 A Bonds as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Registered Owners. In case any Registered Owner shall have proceeded to enforce any right under this Resolution by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Registered Owners shall be restored to their former positions and rights hereunder, and all rights and remedies of such Registered Owners shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank (collectively, the "Fiduciaries") for the Series 2021 A Bonds shall be appointed pursuant to the Supplemental Parameters Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Fiduciaries, the substantial form of which agreement is to be approved by Supplemental Parameters Resolution.

Section 8.02. Responsibilities of Fiduciaries. The recitals of fact in the Series 2021 A Bonds shall be taken as statements of the Issuer, and the Fiduciaries shall not be responsible for their accuracy. The Fiduciaries shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2021 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2021 A Bonds. The Fiduciaries and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Resolution and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Fiduciaries May Act. Except as otherwise provided by Section 10.02, the Fiduciaries shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Fiduciaries from time to time reasonable compensation for all services, including the transfer of registration of Series 2021 A Bonds, the first exchange of Series 2021 A Bonds and the exchange of Series 2021 A Bonds in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2021 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners or effect or aid in any reorganization growing out of the enforcement of the Series 2021 A Bonds or this Resolution, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Series 2021 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Resolution by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Series 2021 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within forty-five (45) days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2021 A Bonds to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2021 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Series 2021 A Bonds so authenticated, and, in case any Series 2021 A Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2021 A Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The West Virginia Municipal Bond Commission shall initially serve as Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2021 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Resolution. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Resolution, be held in trust for the purposes for which they were received.

ARTICLE IX
DEFEASANCE; DISCHARGE OF PLEDGE OF RESOLUTION

Section 9.01. Defeasance; Discharge of Pledge of Resolution. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Registered Owners of all Series 2021 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledges of the Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owners of the Series 2021 A Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2021 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2021 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2021 A Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2021 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE X
MISCELLANEOUS

Section 10.01. Amendment of Resolution. This Resolution and any Supplemental Parameters Resolution may be amended or modified without the consent of any Registered Owner or other person, solely for the purpose of maintaining the tax-exempt status of the Series 2021 A Bonds. Otherwise, no materially adverse amendment or modification to this Resolution, or of any Supplemental Parameters Resolution, may be made without the written consent of the Registered Owners, or their authorized representative, of 60% in aggregate principal amount of the Series 2021 A Bonds then Outstanding and affected thereby, before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of

payment of the principal of or interest on, any Series 2021 A Bond without the express written consent of the Registered Owner of such Bond, nor reduce the percentage of Series 2021 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Registered Owners and Ownership of Series 2021 A Bonds. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by Registered Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Registered Owners in person, by their attorneys duly authorized in writing or their authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Resolution if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Registered Owner, his attorney or authorized representative of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Holder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2021 A Bonds held by a person executing any instrument as a Registered Owner, the date of his holding such Series 2021 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Registered Owner of any Bond shall bind all future Registered Owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Resolution shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Series 2021 A Bonds. All Series 2021 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Series 2021 A Bonds shall be deemed Outstanding under this

Resolution and no Series 2021 A Bonds shall be issued in lieu thereof. All such Series 2021 A Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2021 A Bonds. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2021 A Bonds which remain unclaimed for 1 year after the date on which such Series 2021 A Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owners of such Series 2021 A Bonds shall look only to the Issuer for the payment of such Series 2021 A Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Original Purchaser shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER:

Putnam Public Service District
P.O. Box 860
Scott Depot, West Virginia 25560
Attention: Chairman

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR

[Name and address to be set forth in the Supplemental Parameters Resolution]

DEPOSITORY BANK:

[Name and address to be set forth in the Supplemental Parameters Resolution]

ORIGINAL PURCHASER:

Crews & Associates, Inc.

300 Summers Street, Suite 1500
Charleston, West Virginia 25301
Attention: Senior Managing Director

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Board or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2021 A Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Resolution and of all Series 2021 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 A Bonds and the Original Purchaser.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided however, that the Prior Resolutions shall remain in full force and effect so long as any of the Prior Bonds are Outstanding.

Section 10.13. 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 Board were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 10.14. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 27th day of May 2021.

PUTNAM PUBLIC SERVICE DISTRICT

_____

Chairman

CERTIFICATION

Certified a true, correct, and complete copy of a Resolution duly adopted by PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021.

Dated: _____, 2021.

[SEAL]

_____
Secretary

EXHIBIT A
FORM OF SERIES 2021 A BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BOND, SERIES 2021 A (TAX EXEMPT)

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 20____ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized

terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____ designated "Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2021, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2010 A Bonds, Series 2010 B Bonds, Series 2013 A Bonds, Series 2013 B Bonds and Series 2013 C Bonds (collectively, the "RUS Bonds"); (ii) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the waterworks system of the Issuer; [(iii) to purchase a Municipal Bond Insurance Policy from _____ (the "Bond Insurer") to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; (iv) to fund the Series 2021 A Bonds Reserve Account (as hereinafter defined) (or purchase a Municipal Bond Debt Service Reserve Insurance Policy from the Bond Insurer in an amount sufficient to satisfy the Series 2021 A Bonds Reserve Account Requirement]; and (v) to pay certain costs of issuance of the Series 2021 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2021, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on _____, 2021 and a Certificate of Determinations dated _____, 2021 and signed by the Chairman of the Issuer (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on or after _____, _____ are subject to redemption prior to maturity at the option of the Issuer on and after _____,

_____, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the following redemption prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (Dates Inclusive)	Redemption Price
_____ to _____	$_____
_____ to _____	$_____
_____ to _____	$_____

(B) Mandatory Sinking Fund Redemption. The Bonds maturing on _____, are subject to annual mandatory redemption prior to maturity by random selection on _____ of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing

Year ( )	Principal Amount

Bonds Maturing

Year ( )	Principal Amount

_____
* Final Maturity

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2021 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

(1) WATER REVENUE BOND, SERIES 1999 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,440,000 (THE "SERIES 1999 A BONDS");

(2) WATER REVENUE BOND, SERIES 1999 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 16, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $5,425,000 (THE "SERIES 1999 B BONDS");

(3) WATER REVENUE BOND, SERIES 2008 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,436,000 (THE "SERIES 2008 A BONDS");

(4) WATER REVENUE BOND, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $627,000 (THE "SERIES 2009 A BONDS");

(5) WATER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED DECEMBER 4, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2009 B BONDS"); AND

(6) WATER REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT), DATED AUGUST 6, 2020, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,825,000 (THE "SERIES 2020 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of financial guaranty bond insurance issued by _____.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 moneys in the Series 2021 A Bonds Sinking Fund and the Series 2021 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2021 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest 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 and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2021 A Bonds Sinking Fund and the Series

2021 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses 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 on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding RUS Bonds, fund a reserve account for the Series 2021 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Resolution and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____, 20___.

_____,
as Registrar

By _____
Its Authorized Officer

STATEMENT OF INSURANCE

(Form of)

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____ _____

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

Dated: _____, 20_____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE WATER REFUNDING REVENUE BONDS, SERIES 2021 A OF PUTNAM PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE ORIGINAL PURCHASER; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, Putnam Public Service District (the "Issuer") in the County of Putnam, State of West Virginia, is a public service district and political subdivision of said State, the governing body of which is its public service board (the "Governing Body");

WHEREAS, the Governing Body has duly adopted and officially adopted on May 27, 2021, a Resolution (the "Resolution") entitled:

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 2010 A, WATER REVENUE BONDS, SERIES 2010 B, WATER REVENUE BONDS, SERIES 2013 A, WATER REVENUE BONDS, SERIES 2013 B, AND WATER REVENUE BONDS, SERIES 2013 C, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER SYSTEM OF THE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT), OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $17,000,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; 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 Resolution when used herein;

WHEREAS, the Resolution provides for the issuance by the Issuer of its Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $17,000,000 (the "Series 2021 A Bonds") in accordance with Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); and the Issuer has determined that it is currently in the best interest of its customers to currently refund the RUS Bonds and provide funds for financing all or a portion of the design, acquisition, construction and equipping of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, specifically including, but not limited to (1) Water Plant Filtration Plant Upgrade, (2) Carl's Lane Waterline Replacement, (3) Route 817 Waterline Replacement, (4) Oakwood Estates Waterline Replacement, (5) additional betterments, replacements and improvements in the System, and all necessary appurtenances (collectively, the "Project") through the issuance of its Series 2021 A Bonds;

WHEREAS, the Resolution further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Series 2021 A Bonds should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Registrar Agreement, Prepayment Agreement, if any, and an Official Statement be approved and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, that additional covenants and provisions relating to the Series 2021 A Bonds be provided therein, and that other matters pertaining to the Series 2021 A Bonds be provided for by a Supplemental Resolution of this Governing Body and/or a Certificate of Determinations;

WHEREAS, the Series 2021 A Bonds are proposed to be purchased by Crews & Associates, Inc., Charleston, West Virginia (the "Original Purchaser"), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof (the "Bond Purchase Agreement");

WHEREAS, the Governing Body has determined that, in order to obtain the best possible savings for the Issuer in the current interest rate environment, the Chairman shall be empowered and authorized to execute the Bond Purchase Agreement, within the parameters set forth herein, at such time as the Chairman shall determine most advantageous to the Issuer, or not at all; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Official Statement relating to the Series 2021 A Bonds, hereinafter described, be approved, that the Chairman be authorized to enter into the Bond Purchase Agreement within the parameters hereby approved by the Governing Body, and that other matters relating to the Series 2021 A Bonds be herein provided for all in accordance with the Resolution;

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

Section 1. For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the RUS Bonds; (ii) purchasing a Municipal Bond Insurance Policy for the Series 2021 A Bonds; (iii) purchasing a Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds; (iv) paying the all or a portion of the costs of the Project; and (v) paying costs of issuance of the Series 2021 A Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2021 A Bonds in an aggregate principal amount not to exceed $17,000,000.

Section 2. Pursuant to the Resolution and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2021 A Bonds. The Series 2021 A Bonds shall be issued in the aggregate principal amount not to exceed $17,000,000 bear interest at a rate not to exceed 6.0%, payable semiannually, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates (with final maturity no later than June 1, 2053), shall be subject to such redemption provisions, all as shall subsequently be approved by the Chairman pursuant to the execution and delivery by the Chairman of a Certificate of Determinations with respect to the Series 2021 A Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Resolution, provided however, that the specific terms of the Series 2021 A Bonds shall be as determined by the Chairman at the time of the execution of the Bond Purchase Agreement and as approved by the Chairman in the Certificate of Determinations. All other provisions relating to the Series 2021 A Bonds shall be as provided in the Resolution or by the Chairman in the Certificate of Determinations.

Section 3. The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved, and directed. The Chairman is hereby empowered and authorized to execute the Bond Purchase Agreement on behalf of the District at such time as the Chairman shall determine to be most advantageous. The Chairman shall execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Bond Purchase Agreement by the Chairman shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Series 2021 A Bonds, including the payment of all necessary fees and expenses in connection therewith.

Section 4. Proceeds of the Series 2021 A Bonds shall be expended solely for the purposes set forth in the Resolution.

Section 5. The Issuer is advised and hereby finds that based upon the assumed principal amount, maturity schedule and interest rates for the Series 2021 A Bonds presented to the Issuer

by the Original Purchaser, the Series 2021 A Bonds show a net present value debt service savings to the Issuer after deducting all expenses of the refunding of the RUS Bonds and the costs of issuing the Series 2021 A Bonds.

Section 6. The Issuer does hereby approve, simultaneously with the closing on the Series 2021 A Bonds, the transfer of all of the monies from the RUS Bonds Reserve Account held by the West Virginia Municipal Bond Commission to such fund or entity, to accomplish the refunding of the RUS Bonds.

Section 7. The Continuing Disclosure Agreement, to be dated the date of execution and delivery of the Series 2021 A Bonds (the "Disclosure Agreement"), by and between the Issuer and the Dissemination Agent named therein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Disclosure Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Disclosure Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 8. The distribution by the Original Purchaser of a Preliminary Official Statement (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby approved. The Official Statement to be substantially in the form of the Preliminary Official Statement, (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Chairman) and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Chairman shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved. The execution of the Official Statement by the Chairman shall be conclusive evidence of any approval required by this Section. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby ratified and approved.

Section 9. The Registrar Agreement by and between the Issuer and the Registrar designated herein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Registrar Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 10. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Series 2021 A Bonds.

Section 11. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2021 A Bonds.

Section 12. The Issuer hereby appoints and designates United Bank, Charleston, West Virginia, as the Registrar.

Section 13. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Series 2021

A Bonds to the end that the Series 2021 A Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 14. The notice addresses for the Paying Agent, Registrar and Original Purchaser shall be as follows:

PAYING AGENT
West Virginia Municipal Bond Commission
900 Pennsylvania Avenue, Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR
United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Trust Department

ORIGINAL PURCHASER
Crews & Associates, Inc.
300 Summers Street
Charleston, West Virginia 25301

Section 15. The issuance of the Series 2021 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 16. The Chairman and Secretary, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2021 A Bonds to be duly and properly issued by the Issuer and delivered to the Original Purchaser as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

Section 17. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account for the Series 2021 A Bonds. In the event a Municipal Bond Debt Service Reserve Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Debt Service Reserve Insurance Policy for the Series 2021 A Bonds Reserve Account. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds, and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

Section 18. The Issuer may, in the Chairman's sole discretion, if determined to be financially advantageous, acquire a Municipal Bond Insurance Policy to secure the payment of principal of, and interest on, the Series 2021 A Bonds. In the event a Municipal Bond Insurance Policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the Municipal Bond Insurance Policy for the Series 2021 A Bonds. These additional covenants and provisions shall be set forth in the Certificate of Determinations, shall apply to the Series 2021 A Bonds,

and shall be supplemental to, and amendatory of, the Bond Resolution and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Bond Resolution and this Supplemental Parameters Resolution may be in conflict therewith.

Section 19. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

Adopted this 27th day of May, 2021.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
[SEAL] Its: Chairman

Attest:

_____
Secretary

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Public Service Board of PUTNAM PUBLIC SERVICE DISTRICT on May 27, 2021, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: _____

By: _____
Secretary

SUPPLEMENTAL PARAMETERS RESOLUTION EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, _____, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on _____, 2021 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in an aggregate principal amount not to exceed $_____ (the "Series 2021 A Bonds"), hereby finds and determines this ____ day of _____, 2021 as follows:

1. The Series 2021 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of $_____ (representing par value less an Underwriter's discount of $_____ and [plus/less] an [net] original issue [premium/discount] of $_____).

2. The forms of the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2021 A Bonds shall be dated _____, 2021, shall bear interest on _____ 1 and _____ 1 of each year commencing _____ 1, 20___.

4. The Series 2021 A Bonds shall be issued in the aggregate principal amount of $_____. The interest rates on the Series 2021 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2021 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.

6. The Series 2021 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.

7. The Series 2021 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

8. A. The Issuer does hereby determine that the Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company ("BAM") to secure the payment of principal of, and interest on, the Series 2021 A Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Insurance Policy, and accordingly accepts the Municipal

Bond Insurance Commitment (the "Series 2021 A Insurance Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Insurance Commitment and deliver the same to BAM.

B. Pursuant to the Series 2021 A Insurance Commitment, and, as permitted by Section 17 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Insurance Policy for the Series 2021 A Bonds are attached hereto as Exhibit A and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

C. The Issuer does hereby determine that the Municipal Bond Debt Service Reserve Insurance Policy offered by BAM to fund the Series 2021 A Bonds Reserve Account will result in a cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Municipal Bond Debt Service Reserve Insurance Policy, and accordingly accepts the Municipal Bond Debt Service Reserve Insurance Commitment (the "Series 2021 A Reserve Commitment") dated _____, 2021. The Chairman is hereby authorized to execute the Reserve Commitment and deliver the same to BAM.

D. Pursuant to the Series 2021 A Reserve Commitment, and, as permitted by Section 18 of the Supplemental Parameters Resolution, the covenants and provisions which are required by BAM as a condition precedent to issuance of its Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2021 A Bonds Reserve Account are attached hereto as Exhibit B and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Bond Ordinance and applicable to the Series 2021 A Bonds.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2021 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2021 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature as of the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

SCHEDULE 1

SERIES 2021 A BOND TERMS

Bond No.	Maturity Date (____ 1)	Principal Amount	Interest Rate	Yield	CUSIP
AR-1	20__	$	%	%	
AR-2					
AR-3					
AR-4					
AR-5					

SCHEDULE 2

SERIES 2021 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

Mandatory Redemption

EXHIBIT A – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND INSURANCE

Municipal Bond Insurance Commitment

[insert]

EXHIBIT B – CERTIFICATE OF DETERMINATIONS

PROVISIONS RELATING TO SERIES 2021 A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

Municipal Bond Debt Service Reserve Insurance Commitment

[insert]

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes any responsibility for the accuracy thereof.

The Depository Trust Company

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2021 A Bonds. The Series 2021 A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2021 A Bond certificate will be issued for each maturity of the Series 2021 A Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Series 2021 A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021 A Bonds, except in the event that use of the book-entry system for the Series 2021 A Bonds is discontinued.

4. To facilitate subsequent transfers, all Series 2021 A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 A Bonds are credited, which may or may not be the

Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2021 A Bonds documents. For example, Beneficial Owners of Series 2021 A Bonds may wish to ascertain that the nominee holding the Series 2021 A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2021 A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2021 A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Series 2021 A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and detail information from the District or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Series 2021 A Bonds purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Series 2021 A Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2021 A Bonds, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Series 2021 A Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2021 A Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Series 2021 A Bonds at any time by giving reasonable notice to the District or Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2021 A Bonds certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2021 A Bonds certificates will be printed and delivered to DTC.

APPENDIX H

ANNUAL DEBT SERVICE FOR PRIOR BONDS AND SERIES 2021 A BONDS

		Series 2021 A		
Fiscal Year	**Prior Bonds**	**Principal**	**Interest**	**Total**
2022	1,236,600	370,000	350,848	1,957,448
2023	1,235,981	390,000	369,338	1,995,319
2024	1,237,335	405,000	357,638	1,999,972
2025	1,239,800	415,000	345,488	2,000,287
2026	1,237,069	420,000	342,583	1,999,651
2027	1,239,092	420,000	339,013	1,998,104
2028	1,235,650	425,000	334,813	1,995,463
2029	1,234,874	430,000	330,563	1,995,436
2030	1,232,245	445,000	317,663	1,994,908
2031	1,211,887	455,000	304,313	1,971,199
2032	1,186,462	470,000	290,663	1,947,124
2033	1,188,966	480,000	281,263	1,950,228
2034	1,187,174	490,000	271,663	1,948,837
2035	1,185,237	500,000	261,863	1,947,100
2036	1,183,134	510,000	251,863	1,944,997
2037	1,179,812	520,000	241,663	1,941,475
2038	1,180,175	535,000	226,063	1,941,238
2039	1,179,973	550,000	210,013	1,939,986
2040	453,876	565,000	193,513	1,212,389
2041	449,433	585,000	176,563	1,210,996
2042	450,169	600,000	159,013	1,209,181
2043	451,018	615,000	145,513	1,211,530
2044	451,590	630,000	131,675	1,213,265
2045	451,882	645,000	117,500	1,214,382
2046	427,239	655,000	102,988	1,185,226
2047	82,473	670,000	88,250	840,723
2048	82,377	690,000	71,500	843,877
2049	-	705,000	54,250	759,250
2050	-	725,000	36,625	761,625
2051	-	740,000	18,500	758,500

APPENDIX I

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_____ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _____

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
1 World Financial Center, 27th floor
200 Liberty Street
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

APPENDIX J

SPECIMEN MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

ISSUER: ISSUER_NAME, STATE_NAME

Policy No: @@POLICY_NO@@

MEMBER: MEMBER_COMPANY, STATE_NAME

Effective Date: @@CLOSING_DATE@@

BONDS: $_____ in aggregate principal amount of ISSUE_NAME, SERIES

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

Maximum Policy Limit: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

SPECIMEN

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Business Day**" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. ["**Debt Service Reserve Agreement**" means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time.] "**Due for Payment**" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "**Nonpayment**" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "**Owner**" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar

SPECIMEN

amount of the debt service reserve fund required to be maintained for the Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

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In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is $_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Name:
Title:

SPECIMEN

$16,055,000
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

BOND PURCHASE AGREEMENT

June 23, 2021

Putnam Public Service District
P.O. Box 860
Scott Depot, West Virginia 25560
Attention: Chairman

Ladies and Gentlemen:

Crews & Associates, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Putnam Public Service District (the "Issuer"), for the purchase of the Issuer's Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds"). This offer is made subject to acceptance and execution of this Purchase Agreement by the Issuer prior to 6:00 p.m., local prevailing time on the date hereof, or until withdrawn by the Underwriter upon written notice to the Issuer as permitted herein, whichever shall occur earlier. Upon such acceptance and approval, as evidenced by the signature of the Chairman of the Public Service Board (the "Board") of the Issuer in the space provided below, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. All capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the hereinafter described Resolution (as hereinafter defined) and the Preliminary Official Statement of the Issuer dated June 11, 2021 (the "Preliminary Official Statement").

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2021 A Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided, or is currently providing, other services to the Issuer on other matters), (iv) the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, and (v) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

1. The proceeds of the Series 2021 A Bonds shall be used to: (i) currently refund the District's outstanding (1) Water Revenue Bonds, Series 2010 A (United States

Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); (ii) finance all or a portion of the costs of the design, acquisition, construction and equipping of certain additions, betterments and improvements for the System, specifically including, but not limited to, a water plant filtration upgrade and several line replacement projects (the "Project"); (iii) fund the Series 2021 A Bonds Reserve Account through the purchase of a municipal bond debt service reserve insurance policy (the "Series 2021 A Reserve Policy") from Build America Mutual Assurance Company (the "Bond Insurer"); (iv) pay the premium for a municipal bond insurance policy (the "Series 2021 A Insurance Policy") from the Bond Insurer to secure the payment of the principal of, and interest on, the Series 2021 A Bonds; and (v) pay costs of issuance of the Series 2021 A Bonds and related costs .

The Series 2021 A Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of, the Bond Resolution adopted by the Board of the Issuer on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the Issuer on May 27 (the "Supplemental Parameters Resolution"), and a Certificate of Determinations signed by the Chairman of the Board on June 23, 2021 (the "Certificate of Determinations" and, collectively with the Bond Resolution and the Supplemental Parameters Resolution, the "Resolution"). The Series 2021 A Bonds shall be secured by the Net Revenues derived by the Issuer from the operation of the System and the monies on deposit in the Series 2021 A Bonds Sinking Fund and, with respect to the Series 2021 A Bonds Reserve Account therein, the Series 2021 A Reserve Policy pledged thereto, on parity with the Prior Bonds.

Upon the terms and conditions and upon the basis of the representations and warranties set forth in this Purchase Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, the Series 2021 A Bonds, at an aggregate purchase price of $15,952,710.70 (par amount minus Underwriter's discount of $240,825.00 plus a net reoffering premium of $138,535.70).

The Series 2021 A Bonds shall mature on the dates and in the amounts and, shall bear interest from their date until maturity or until the date fixed for redemption if the Series 2021 A Bonds are called for prior redemption and payment on such date provided therefore, payable semiannually on June 1 and December 1 (each an "Interest Payment Date"), commencing December 1, 2021, as more fully described on Exhibit A attached hereto and incorporated herein by reference.

The Underwriter agrees to make a bona fide public offering of the Series 2021 A Bonds at the initial offering prices as set forth in the Official Statement (as hereinafter defined) and in Exhibit A, which prices may be changed from time to time by the Underwriter.

2. Concurrently with the acceptance of this Purchase Agreement by the Issuer, the Issuer shall deliver or cause to be delivered to the Underwriter three (3) copies of the Official Statement relating to the Series 2021 A Bonds, substantially in the form of the Preliminary Official Statement, and prior to delivery of the Series 2021 A Bonds, a copy of the Official Statement (the "Official Statement") dated the date of this Purchase Agreement, signed on behalf of the Issuer by its Chairman.

3. The Official Statement has been approved for distribution by the Resolution. The Issuer authorizes the use of copies of the Official Statement and the Resolution in connection with the public offering and sale of the Series 2021 A Bonds.

On June 11, 2021, the Issuer delivered to the Underwriter the Preliminary Official Statement and the Underwriter received a certificate from the Issuer which deemed the Preliminary Official Statement "final" within the meaning of clause (b)(1) of Rule 15c2-12 ("Rule 15c2-12") under the Securities and Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) and Rule G-32 and all other rules of the Municipal Securities Rulemaking Board. The Issuer shall deliver or cause to be delivered to the Underwriter, after the acceptance by the Issuer of this Purchase Agreement, and within the time required by Rule 15c2-12, an adequate number of copies of the Official Statement.

Unless otherwise notified in writing by the Underwriter on or prior to the date of Closing, the "End of the Underwriting Period" for the Series 2021 A Bonds for all purposes of Rule 15c2-12 is the date of the Closing, as hereinafter defined. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the Issuer in writing following the occurrence of the End of the Underwriting Period for the Series 2021 A Bonds as defined in Rule 15c2-12.

The Issuer covenants and agrees that if, after the date of this Purchase Agreement and until after the End of the Underwriting Period (as determined above), any event shall occur of which the Issuer has actual knowledge as a result of which it is necessary to amend or supplement the Official Statement to make the Official Statement not misleading in any material respect in light of the circumstances then existing, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Underwriter (and for the purposes hereof to provide the Underwriter with such information as it may from time to time reasonably request), and to cooperate in the preparation of a reasonable number of copies of either amendments or supplements to the Official Statement (in form and substance satisfactory to the Underwriter and its counsel) at the expense of the Issuer so that the Official Statement as so amended and supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading in any material respect.

For the purposes of this paragraph and for only so long as required by this paragraph, the Issuer will furnish such information with respect to itself as the Underwriter from

time to time reasonably requests. The Underwriter hereby agrees that it will deposit or cause to be deposited with the Municipal Securities Rulemaking Board a copy of the Official Statement at or prior to the time contemplated by Rule 15c2-12.

The Underwriter acknowledges and agrees that any liability of the Issuer that may arise from its respective representations and agreements made in this paragraph 3 shall be limited to the proceeds of the Series 2021 A Bonds (provided that the foregoing shall not be deemed to prevent the Underwriter or the Issuer from seeking to enforce such agreements).

4. At 10:00 a.m. prevailing time, on June 29, 2021, or such other date as shall be agreed upon by the parties to this Purchase Agreement (the "Closing"), the Issuer will deliver or cause to be delivered to the Underwriter, (a) the Series 2021 A Bonds in the form of one certificate for each maturity fully registered in the name of CEDE & CO., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), duly executed by the Issuer and authenticated by the Registrar, and (b) at such other place as the parties to this Purchase Agreement mutually agree upon, will deliver to the Underwriter the other documents required in this Purchase Agreement and by the Resolution. Upon such delivery of the Series 2021 A Bonds, the Underwriter will accept such delivery and pay the purchase price therefor, plus any accrued interest thereon, in immediately available funds to the order of the United States Department of Agriculture to refund the RUS Bonds and the remainder, for the account of the Issuer, to the Depository Bank to pay costs of the Project and costs of issuance. Such delivery shall be made at DTC, with the payment and other requisite actions to be taken at the place designated by the parties to this Purchase Agreement. The Series 2021 A Bonds shall be made available to the Underwriter at DTC at least forty-eight (48) hours before the Closing for the purpose of inspection and packaging; provided, that if DTC Fast delivery is used, then the Series 2021 A Bonds shall be made available to the Registrar by 4:00 p.m. on June 28, 2021. If the Issuer does not have a Blanket DTC Letter of Representation (the "DTC Letter of Representations"), the Issuer agrees to provide one to DTC.

5. The Issuer represents and warrants to the Underwriter and agree that:

(a) The Issuer is a public corporation and political subdivision of the State of West Virginia in Putnam County of said State. The Issuer is duly authorized to operate and maintain the System. The Issuer establishes the rates for the System. The Series 2021 A Bonds are being issued pursuant to the Constitution and laws of the State of West Virginia (the "State"), specifically, Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (collectively, the "Act");

(b) The Issuer shall have complied and will comply at the Closing in all respects with all applicable statutes and laws, including the Act;

(c) The Issuer has full legal right, power and authority to issue bonds for the purposes provided in the Resolution and to enter into this Purchase Agreement, to enact the Resolution and to issue, sell and deliver the Series 2021 A Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(d) The information contained in the Preliminary Official Statement and in the Official Statement is and, as of the date of the Closing, will be, to the best knowledge of the Issuer, true and to the best knowledge of the Issuer, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(e) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in this paragraph 5, subparagraph (i) hereof) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2021 A Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), to the best knowledge of the Issuer, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this subparagraph) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2021 A Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), the Official Statement as so supplemented or amended, to the best knowledge of the Issuer, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) If during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2021 A Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof) any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish to the Underwriter (i) a reasonable number of copies of the supplement or amendment to the Official Statement in form and substance approved by the Issuer and acceptable to the Underwriter, and (ii) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement;

(h) Prior to the Issuer's acceptance hereof, the Issuer delivered to the Underwriter copies of the Preliminary Official Statement which the Issuer deemed final (for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934) as of the date thereof; provided, however, that in making the representation and warranty contained in this paragraph (h)

the Issuer shall not be deemed to have made any additional representation or warranty as to the Preliminary Official Statement other than the representation and warranty contained in paragraph (e);

(i) For purposes of this Purchase Agreement, the End of the Underwriting Period for the Series 2021 A Bonds shall mean the earlier of (1) the day of the Closing unless the Issuer has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the End of the Underwriting Period for the Series 2021 A Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (2) the date on which notice is given to the Issuer by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the Issuer pursuant to clause (1) above that the End of the Underwriting Period for the Series 2021 A Bonds will not occur on the day of the Closing, the Underwriter agrees to notify the Issuer in writing as soon as practicable following the "End of the Underwriting Period" for the Series 2021 A Bonds for all purposes of the Rule;

(j) At or prior to the Closing, the Issuer shall have duly authorized, executed and delivered a written continuing disclosure undertaking (an "Undertaking") which complies with the provisions of Rule 15c2-12(b)(5) and which shall be substantially in the form described in the Preliminary Official Statement;

(k) The Issuer has duly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Series 2021 A Bonds upon the terms set forth herein, in the Resolution and in the Official Statement; (2) the execution and delivery of the Resolution; (3) the approval of the Official Statement and the execution, distribution and delivery of the Official Statement by the Chairman of the Board of the Issuer; (4) the execution, delivery, receipt and due performance of this Purchase Agreement, the Series 2021 A Bonds, the Resolution and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Resolution and the Official Statement;

(l) When delivered to and paid for by the Underwriter in accordance with the terms of this Purchase Agreement, the Series 2021 A Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer payable solely from the Net Revenues of the System and moneys pledged therefor under the Resolution and will be entitled to the benefit of the Resolution. Neither the credit nor the taxing power of the Issuer shall be deemed to be pledged to, nor shall a tax ever be levied for, the payment of the principal of, premium, if any, or the interest on the Series 2021 A Bonds;

(m) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer (or, to the best knowledge of the Issuer, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Series 2021 A Bonds, the Resolution, this Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated hereby or by the Official Statement or the validity of the Series

2021 A Bonds, the Resolution, this Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement;

(n) The execution and delivery of the Official Statement, this Purchase Agreement, the Series 2021 A Bonds, the Undertaking, the Resolution and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, to the best knowledge of the Issuer, will not conflict with or constitute on the Issuer's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer is or may be bound, and to the knowledge of the representatives of the Issuer all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby have been obtained;

(o) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon;

(p) All financial statements of the Issuer included as a part of the Preliminary Official Statement and the Official Statement (the "Financial Statements"), to the knowledge of the Issuer, fairly present the financial condition of the System as of the respective dates and the results of its operations for the respective periods therein set forth and have been prepared when so indicated in accordance with generally accepted accounting principles consistently applied and, to the knowledge of the Issuer, since the respective most recent dates as of which information is given in the Preliminary Official Statement or the Official Statement, there has not been any material change in the long-term debt secured by the System or, to the knowledge of the Issuer, any material adverse change in the general affairs, management, financial position, or results of operations of the System and no material transactions or obligations other than in the ordinary course of business have been entered into with respect to the System by the Issuer, except as reflected in or contemplated by the Official Statement; and

(q) Any certificate signed by the Chairman of the Board of the Issuer or any of the Issuer's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein. It is understood that the representations, warranties and covenants by the Issuer contained in this Section 5 and elsewhere in this Purchase Agreement shall not create any general obligation or liability of the Issuer, and that any obligation or liability of the Issuer hereunder or under the Resolution will be payable solely out of the Net Revenues and other income, charges and moneys derived by the Issuer from, or in connection with the System, nor shall any member, official or employee of the Issuer be personally liable therefor.

6. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer made herein. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At or prior to the time of the Closing, the Resolution and the Undertaking, as approved by the Underwriter or its counsel, shall have been approved by the appropriate parties, shall have been duly executed, acknowledged, sealed and delivered, shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter;

(b) The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2021 A Bonds (such cancellation shall not constitute a default hereunder) by notifying the Issuer in writing of its election to do so between the date hereof and the date of the Closing, if at any time hereafter and prior to the date of the Closing:

(i) Any legislation, rule or regulation shall be introduced in, or enacted by, the United States House of Representatives or the United States Senate or any committee thereof, or a decision by a court established under Article III of the Constitution of the United States of America, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2021 A Bonds;

(ii) Any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, department or agency of the State of West Virginia or political subdivision thereof, or a decision by any court of competent jurisdiction within the State of West Virginia shall have been rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2021 A Bonds;

(iii) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other government agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2021 A Bonds, or the issuance, offering or sale of the Series 2021 A Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation of any provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities and Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(iv) Any event shall have occurred or information become known which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement or the Underwriter shall have determined that the Preliminary Official Statement or the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) A general banking moratorium shall have been established by Federal, New York State or West Virginia authorities;

(vi) In the reasonable opinion of the Underwriter, the market price of the Series 2021 A Bonds, or the market price generally of obligations of the general character of the Series 2021 A Bonds, has been adversely affected due to (1) the imposition of additional material restrictions not in force as of the date hereof upon trading in securities generally by any governmental authority or by any national securities exchange, (2) the imposition by the New York Stock Exchange, other national securities exchange or any governmental authority of any material restrictions as to the Series 2021 A Bonds or similar obligations not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter, or (3) war or any outbreak of hostilities or other national or international calamity or crisis shall have occurred or escalated or any armed conflict shall have occurred or escalated to such a magnitude as in the reasonable opinion of the Underwriter to have a materially adverse effect on the ability of the Underwriter to market the Series 2021 A Bonds;

(vii) There shall have been any materially adverse change in the affairs of the Issuer; or

(viii) additional events or announcements related to the COVID-19 virus and any other designated pandemic and its impact result in the cancellation of orders from investors or inability of investors to proceed with the purchase of their Series 2021 A Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Series 2021 A Bonds; and

(c) At or prior to the Closing, the Underwriter and the Issuer shall receive the following documents, in each case in form and substance satisfactory to us and our counsel:

(i) An opinion, dated the date of the Closing and addressed to the Issuer and the Underwriter, of Steptoe & Johnson PLLC, Bond Counsel, in substantially the form attached as APPENDIX D to the Official Statement;

(ii) A supplemental bond counsel opinion, dated the date of the Closing and addressed to the Underwriter, of Steptoe & Johnson PLLC, Bond Counsel, to the effect that (1) this Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the Underwriter and that it is a binding agreement of the Underwriter in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the Issuer; (2) the Series 2021 A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (3) the statements contained in the Official Statement under the caption "TAX MATTERS" are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption; and (4) nothing has come to their attention which would lead them to believe that the statements contained in the Official Statement under the captions "FINANCING PLAN," "THE SERIES 2021 A BONDS" (except for the statements referred to therein under "Book-Entry Only System" with respect to The Depository Trust Company), "SECURITY FOR THE SERIES 2021 A BONDS," "APPENDIX D – Form of Opinion of Bond Counsel," "APPENDIX F – Form of Bond Resolution and Supplemental Parameters Resolution" and "APPENDIX F – Book-Entry Only System" insofar as such statements contained under such

captions purport to summarize certain matters set forth therein and certain provisions of the Resolution, do not present fairly in all material respects the matters referred to therein;

(iii) An opinion, dated the date of Closing and addressed to the Underwriter, of Steptoe & Johnson PLLC, Special Project Counsel to the Issuer, to the effect that (1) the Issuer is a public corporation and political subdivision of the State of West Virginia, (2) the Issuer has complied with all requirements of the Act and State Law that must be satisfied in connection with the issuance of the Series 2021 A Bonds, (3) the Issuer has the power and authority to operate the System, to set and enforce rates, and the charges enacted by the Issuer on June 29, 2016, effective July 29, 2016, are in full force and effect and are not subject to appeal, (4) the Chairman of the Board of the Issuer and the members of the Board all have been duly elected or appointed; (5) no litigation is pending, or to his knowledge threatened, in any court in any way affecting the existence of the Issuer or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance or delivery of the Series 2021 A Bonds, or the collection of Gross Revenues of the System pledged or to be pledged to pay the principal of and interest on the Series 2021 A Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Series 2021 A Bonds, the Resolution, the Undertaking or this Purchase Agreement, or contesting the powers of the Issuer with respect to the Series 2021 A Bonds, the Resolution, the Undertaking or this Purchase Agreement or any transaction described in or contemplated by the Official Statement, (6) that the Official Statement, as amended or supplemented to the date of Closing (except as aforesaid), contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein regarding the Issuer, in light of the circumstances under which they were made, not misleading, and (7) the statements contained in the Official Statement under the captions "FINANCING PLAN," "THE DISTRICT AND THE SYSTEM," "INVESTMENT CONSIDERATIONS," "ABSENCE OF MATERIAL LITIGATION," "CONTINUING DISCLOSURE," and "APPENDIX B – The District and the System," insofar as such statements contained under such captions purport to summarize certain matters set forth therein and certain provisions of the Resolution, are accurate and present a fair summary of the matters referred to therein;

(iv) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Series 2021 A Bonds (to be delivered post-Closing);

(v) An opinion, dated the date of the Closing and addressed to the Underwriter, of Jackson Kelly PLLC, Underwriter's Counsel, in the form acceptable to the Underwriter;

(vi) A certificate, satisfactory to the Underwriter, of the Chairman of the Board of the Issuer, or any other duly authorized officer of the Issuer, as appropriate, satisfactory to the Underwriter, dated as of the Closing, to the effect that: (1) the Issuer has duly performed all of its obligations to be performed at or prior to the Closing and that each of the representations and warranties contained herein are true as of Closing, (2) the Issuer has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Series 2021 A Bonds, the Resolution and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate

the transactions contemplated hereby and by the Official Statement, (3) to the knowledge of such signatory no litigation is pending, or to such signatories knowledge threatened, to restrain or enjoin the collection of the Gross Revenues, the pledge of the Net Revenues to the Series 2021 A Bonds, the issuance or sale of the Series 2021 A Bonds or in any way affecting any authority for or the validity of the Series 2021 A Bonds or the Resolution, (4) the execution, delivery, receipt and due performance of the Series 2021 A Bonds, the Resolution and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the Issuer's compliance with the provisions thereof will not conflict with or constitute on the Issuer's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer is or may be bound; and (5) such signatory is aware of no material non-compliance with the covenants in all outstanding Resolutions which authorized bonds secured by the Net Revenues of the System;

(vii) Copies of this Purchase Agreement executed by the parties hereto;

(viii) Duly authorized and executed copies of the Undertaking, in substantially the form attached as APPENDIX E to the Official Statement and incorporated herein, which complies with the provisions of Rule 15c2-12(b)(5) in form and substance satisfactory to the Underwriter and evidence that the Issuer has adopted post issuance continuing disclosure procedures;

(ix) A certificate of the Issuer executed by an authorized officer thereof, dated the date of the Closing and in form and substance satisfactory to the Underwriter and counsel to the Underwriter, to the effect that the Issuer is obligated by such Undertaking and except as provided in the Official Statement are in full compliance with all of the Issuer's prior written continuing disclosure undertakings entered into pursuant to the provisions of Rule 15c2-12(b)(5);

(x) A certificate from an independent certified public accountant, stating that the Issuer has Net Revenues sufficient to meet the coverage and parity requirements of the Resolution and the Prior Resolutions;

(xi) A Certificate of the Registrar to the effect that all conditions precedent contained in the Resolution for the issuance of the Series 2021 A Bonds have been met, and the Series 2021 A Bonds are entitled to the benefit and security of the Resolution;

(xii) The Resolution, certified by the Secretary of the Board of the Issuer under the seal of the Issuer, as having been duly adopted by the Issuer and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(xiii) An Information Return for Governmental Bonds (Internal Revenue Service Form 8038-G), in the form satisfactory to Bond Counsel for filing, executed by the duly authorized officer of the Issuer and evidence that the Issuer has adopted post issuance compliance guidelines sufficient to allow the Issuer to check boxes 43 and 44 on Form 8038-G;

(xiv) A tax and arbitrage certificate of the Issuer;

(xv) A consent from the holders of the Prior Bonds, if required, to the issuance of the Series 2021 A Bonds on a parity with the Prior Bonds;

(xvi) Evidence of the issuance of the Series 2021 A Insurance Policy from the Bond Insurer, and evidence of the issuance of the Series 2021 A Reserve Policy provided for the Series 2021 A Bonds Reserve Account from the Bond Insurer;

(xvii) Evidence of "AA" rating from S&P Global Ratings, based on the Series 2021 A Insurance Policy;

(xviii) Evidence that the Issuer has provided required notices, if any, regarding the payment in full of the RUS Bonds and received evidence relating to the payment in full of the RUS Bonds;

(xix) Evidence that the reserve funds for the Prior Bonds are funded at the levels required therefor and that the Series 2021 A Bonds Reserve Account is fully funded with the Series 2021 A Reserve Policy;

(xx) Consent from Lowe & Associates, PLLC to use the Board's financial statements in the Preliminary Official Statement and Official Statement;

(xxi) an opinion dated the date of the Closing and addressed to the Underwriter, of Steptoe & Johnson PLLC, Bond Counsel, to the effect that the lien of the RUS Bonds on the revenues pledged thereto has been discharged pursuant to the terms of the resolutions authorizing the RUS Bonds; and

(xxiii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or its counsel, Jackson Kelly PLLC, reasonably may deem necessary or advisable to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter and to Jackson Kelly PLLC, Counsel to the Underwriter.

If the Issuer shall be unable to satisfy or cause to be satisfied the conditions to the Underwriter's obligations in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriter and the Issuer shall not have any further obligations, claims or rights hereunder. However, the Underwriter may in its discretion waive in writing one or more

conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

7. The Underwriter shall be under no obligation to pay and, if the Series 2021 A Bonds are issued, the Issuer shall pay or cause to be paid from the proceeds of the Series 2021 A Bonds or other funds of the Issuer, any fees and expenses incident to the performance of the Issuer's obligations hereunder including (i) all expenses in connection with the printing and distribution of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; (ii) all expenses in connection with the preparation, printing, issuance and delivery of the Series 2021 A Bonds; (iii) the fees and disbursements of Steptoe & Johnson PLLC, Bond Counsel; (iv) all advertising expenses in connection with the public offering of the Series 2021 A Bonds; (v) the fees and disbursements of the Registrar; (vi) the fees and expenses of Jackson Kelly PLLC, Counsel to the Underwriter; (vii) the fees and expenses of the accountant; (viii) the bond insurance premium and debt service reserve policy premium; (ix) all rating agency fees, if any; and (x) all other expenses and costs (including the legal fees and expenses of the Issuer) for the authorization, issuance, sale and distribution of the Series 2021 A Bonds.

8. The Underwriter shall pay from the underwriting spread all expenses incurred by it in connection with its public offering and distribution of the Series 2021 A Bonds, including all out-of-pocket expenses, travel and other expenses and filing fees.

9. For so long as the Underwriter, or dealers or banks, if any, participating in the distribution of the Series 2021 A Bonds, is offering the Series 2021 A Bonds which constitute the whole or a part of its unsold participations, the Issuer will: (a) not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by Counsel for the Underwriter, unless, in the opinion of the Special Project Counsel to the Issuer, such amendment or supplement is required to make the Official Statement not misleading, and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or Counsel for the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment or a supplement to the Official Statement (in form and substance satisfactory to the Counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The expense of preparing such amendment or supplement shall be borne by the Issuer. For the purposes of this paragraph, the Issuer will furnish such information with respect to themselves as the Underwriter from time to time may request.

10. Neither the officials of the Issuer nor its employees shall be personally liable for breach of any representation, agreement or warranty made by the Issuer within this Purchase Agreement.

11. Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

To the Issuer:

Putnam Public Service District
P.O. Box 860
Scott Depot, WV 25560
Attention: Chairman

To the Underwriter:

Crews & Associates, Inc.
300 Summers Street
Suite 1500
Charleston, WV 25301

12. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021 A Bonds and shall execute, and deliver to the Issuer at Closing, an "issue price" or similar certificate substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 A Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2021 A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) With respect to the maturities of the Series 2021 A Bonds for which the 10% test has not been satisfied, set forth on Schedule A of the attached Exhibit B, if any, the Underwriter agrees that the Underwriter will neither offer nor sell unsold Series 2021 A Bonds of such maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2021 A Bonds to the public at a price that is no higher than the initial offering price to the public (the "Hold-the-Offering-Price Rule").

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Series 2021 A Bonds to the public at a price that is no higher than the initial offering price to the public if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

13. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All agreements of the Issuer in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2021 A Bonds.

14. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

15. The approval of the Underwriter when required hereunder or the determination of its satisfaction with any document referred to herein shall be in writing signed by the Underwriter and delivered to the Issuer. This Purchase Agreement shall become legally effective upon its acceptance by the Issuer, as evidenced by the signature of the Chairman of the Board of the Issuer in the space provided hereinafter therefor.

[*Remainder of this page intentionally left blank; signature page follows.*]

CREWS & ASSOCIATES, INC.

By:_____
Its: Senior Managing Director

ACCEPTED AND APPROVED:

June __, 2021 at _____ p.m.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

CREWS & ASSOCIATES, INC.

By:_____
Its: Senior Managing Director

ACCEPTED AND APPROVED:

June 23, 2021 at 5:00 p.m.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

EXHIBIT A

$16,055,000
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIPS

$3,300,000 SERIES 2021 A SERIAL BONDS

Maturing (June 1)	Principal Amount ($)	Interest Rate (%)	Yield (%)	Price (%)	CUSIP
2022	$370,000	3.000%	0.400%	102.390%	74685W AN6
2023	$390,000	3.000%	0.450%	104.874%	74685W AP1
2024	$405,000	3.000%	0.550%	107.092%	74685W AQ9
2025	$415,000	0.700%	0.700%	100.000%	74685W AR7
2026	$420,000	0.850%	0.850%	100.000%	74685W AS5
2027	$420,000	1.000%	1.000%	100.000%	74685W AT3
2028	$425,000	1.000%	1.100%	99.335%	74685W AU0
2031	$455,000	3.000%	1.500%	109.826%*	74685W AW6

SERIES 2021 A TERM BONDS

$875,000 3.000% Term Bond Due June 1, 2030 Yield: 1.320% Price: 111.078%* CUSIP: 74685W AV8

$2,450,000 2.000% Term Bond Due June 1, 2036 Yield: 2.050% Price: 99.359% CUSIP: 74685W AX4

$2,755,000 3.000% Term Bond Due June 1, 2041 Yield: 2.000% Price: 106.433*% CUSIP: 74685W AY2

$3,145,000 2.250% Term Bond Due June 1, 2046 Yield: 2.500% Price: 95.382% CUSIP: 74685W AZ9

$3,530,000 2.500% Term Bond Due June 1, 2051 Yield: 2.600% Price: 97.928% CUSIP: 74685W BA3

*Priced to an optional call date of June 1, 2028.

Optional Redemption

The Series 2021 A Bonds maturing on or after June 1, 2029 are subject to redemption prior to maturity at the option of the Issuer on and after June 1, 2028, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the redemption price of 100% of the principal amount thereof being redeemed, plus interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption

The Series 2021 A Bonds maturing June 1, 2030, June 1, 2036, June 1 2041, June 1 2046 and June 1, 2051, are subject to annual mandatory redemption prior to maturity by random selection on June 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2021 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Series 2021 A Bonds Maturing 2030

Year (June 1)	Principal Amount
2029	$430,000
2030*	$445,000

*Final Maturity.

Series 2021 A Bonds Maturing 2036

Year (June 1)	Principal Amount
2032	$470,000
2033	$480,000
2034	$490,000
2035	$500,000
2036*	$510,000

*Final Maturity.

Series 2021 A Bonds Maturing 2041

Year (June 1)	Principal Amount
2037	$520,000
2038	$535,000
2039	$550,000
2041	$565,000
2041*	$585,000

*Final Maturity.

Series 2021 A Bonds Maturing 2046

Year (June 1)	Principal Amount
2042	$600,000
2043	$615,000
2044	$630,000
2045	$645,000
2046*	$655,000

*Final Maturity.

Series 2021 A Bonds Maturing 2051

Year (June 1)	Principal Amount
2047	$670,000
2048	$690,000
2049	$705,000
2050	$725,000
2051*	$740,000

*Final Maturity.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of CREWS & ASSOCIATES, INC. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2021 A Bonds").

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of each such Maturity of the Series 2021 A Bonds was sold to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2021 A Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Series 2021 A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"). Pursuant to such agreement, no Underwriter has offered or sold any unsold Series 2021 A Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2021 A Bonds during the Holding Period.

3. **Defined Terms.**

(a) "General Rule Maturities" means those Maturities of the Series 2021 A Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Series 2021 A Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth

business day after the Sale Date (June 30, 2021), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "Issuer" means the Putnam Public Service District (West Virginia).

(e) "Maturity" means Series 2021 A Bonds with the same credit and payment terms. Series 2021 A Bonds with different maturity dates, or Series 2021 A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2021 A Bonds. The Sale Date of the Series 2021 A Bonds is June 23, 2021.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2021 A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2021 A Bonds, and by Steptoe & Johnson PLLC in connection with rendering its opinion that the interest on the Series 2021 A Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2021 A Bonds.

[Remainder of page intentionally left blank.]

CREWS & ASSOCIATES, INC.

By:_____
Its: Senior Managing Director

Dated: June 29, 2021

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

GENERAL RULE MATURITIES

HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

From: Pam Lewis
Sent: Wednesday, June 23, 2021 4:51 PM
To: Tyler Schaller <tschaller@crewsfs.com>
Subject: $16,055,000 WV PUTNAM PSD WTR REF REV - FINAL PRICING W/ TAKEDOWN

*****FINAL PRICING*****

*****THE 10% RULE HAS BEEN MET FOR EACH MATURITY EXCEPT: 6/1/2036 SOLD TO A RELATED ACCOUNT*****

$ 16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds
Series 2021A

POS URL: https://scp.crewsfs.com/Uploads/32150/POS.pdf

Roadshow URL: https://scp.crewsfs.com/Uploads/32150/Transaction_Summary.pdf

MOODY'S: S&P: AA
(Stable)
FITCH: KROLL:

BUILD AMERICA MUTUAL ASSURANCE CO Insured

DATED:06/29/2021 FIRST COUPON:12/01/2021

DUE: 06/01

INITIAL TRADE DATE:

MATURITY	AMOUNT	COUPON	PRICE	ADD'L TAKEDOWN (Pts)
06/01/2022	370M	3.00%	0.40	1/4
		(Approx. $ Price 102.390)		
06/01/2023	390M	3.00%	0.45	1/4
		(Approx. $ Price 104.874)		
06/01/2024	405M	3.00%	0.55	1/4
		(Approx. $ Price 107.092)		
06/01/2025	415M	0.70%	0.70	3/8
06/01/2026	420M	0.85%	0.85	3/8

06/01/2027 420M 1.00% 1.00 1/2
06/01/2028 425M 1.00% 1.10 1/2
(Approx. $ Price 99.335)

06/01/2030 875M 3.00% 1.32 1/2
(Approx. $ Price PTC 06/01/2028 111.078 Approx. YTM 1.659)

06/01/2031 455M 3.00% 1.50 1/2
(Approx. $ Price PTC 06/01/2028 109.826 Approx. YTM 1.908)

06/01/2036 2,450M 2.00% 2.05 5/8
(Approx. $ Price 99.359)

06/01/2041 2,755M 3.00% 2.00 3/4
(Approx. $ Price PTC 06/01/2028 106.433 Approx. YTM 2.585)

06/01/2046 3,145M 2.25% 2.50 1.00
(Approx. $ Price 95.382)

06/01/2051 3,530M 2.50% 2.60 1.00
(Approx. $ Price 97.928)

CALL FEATURES: Optional call in 06/01/2028 @ 100.00

Sinking Fund Schedule

2030 Term Bond

06/01/2029 430M
06/01/2030 445M

By Lot Sinking Fund Schedule

2036 Term Bond

06/01/2032 470M
06/01/2033 480M
06/01/2034 490M
06/01/2035 500M
06/01/2036 510M

By Lot Sinking Fund Schedule

2041 Term Bond

06/01/2037 520M
06/01/2038 535M
06/01/2039 550M
06/01/2040 565M

06/01/2041 585M

By Lot Sinking Fund Schedule

2046 Term Bond

06/01/2042 600M
06/01/2043 615M
06/01/2044 630M
06/01/2045 645M
06/01/2046 655M

By Lot Sinking Fund Schedule

2051 Term Bond

06/01/2047 670M
06/01/2048 690M
06/01/2049 705M
06/01/2050 725M
06/01/2051 740M

PRIORITY OF ORDERS AS FOLLOWS:
1. Member

The compliance addendum MSRB Rule G-11 will apply.

Delivery is firm for Tuesday, June 29, 2021.

This issue is book entry only. This issue is clearing through DTC.

Crews & Associates, Inc.

By: Crews & Associates, Inc. Little Rock, AR

am Lewis
Ext. 2326
Direct (501) 978-6326

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") is made as of June 29, 2021, by and between Putnam Public Service District (West Virginia) (the "District") and United Bank (the "Dissemination Agent"), in connection with the issuance of $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Bonds"). The Bonds are being issued pursuant to the Bond Resolution adopted by the Public Service Board (the "Board") of the District on May 27, 2021 (the "Bond Resolution"), as supplemented by a Supplemental Parameters Resolution adopted by the Board of the District on May 27, 2021 (the "Supplemental Resolution") and a Certificate of Determinations dated June 23, 2021 and signed by the Chairman of the Board (the "Certificate of Determinations" and, together with the Bond Resolution and the Supplemental Resolution, the "Resolution"). The District and Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of Agreement. This Agreement is being executed and delivered by the District and Dissemination Agent for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-l2(b)(5). In the event of any conflict between the Rule and this Agreement, this Agreement shall be interpreted and/or modified, as appropriate, so that it complies with and is consistent with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution and the Bond Purchase Agreement dated June 23, 2021, by and between the District and the Participating Underwriter, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP")) and Operating Data with respect to the District, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds attached thereto as Appendix B and Appendix C, which Annual Financial Information shall include Audited Financial Statements if available on the Due Date (defined herein), and, if not then available, unaudited financial statements.

"Audited Financial Statements" means the District's annual financial statements, prepared in accordance with GAAP, which financial statements shall have been audited by a firm of independent certified public accountants.

"Beneficial Owner" shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the current General Manager of the District.

"Dissemination Agent" shall initially mean United Bank, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access System described in the 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"National Repository" shall mean the Municipal Securities Rulemaking Board, Washington, D.C., the sole Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, effective as of July 1, 2009.

"Operating Data" shall mean the information regarding the System for the most recent fiscal year, as well as the four (4) immediately prior fiscal years, as reflected in the "Form of Filing of Operating Data" attached hereto as Exhibit B. The District may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Bonds if such amendment or modification, in the reasonable opinion of the District, at its sole discretion, provides either more information, or additional clarity with respect to information being provided, regarding the System.

"Participating Underwriter" shall mean the original underwriter(s) of the Bonds who are required to comply with the Rule in connection with offering of the Bonds, which shall be Crews & Associates, Inc., Charleston, West Virginia.

"Repository" shall mean each National Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of West Virginia.

"System" shall mean the existing water distribution and treatment system of the District as of the date of this Agreement, and all future additions, extensions and betterments thereto.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than June 30 of the year immediately following the end of the District's Fiscal Year (presently ending June 30) for which disclosure is due (the "Due Date"), commencing with the report for the Fiscal Year ending June 30, 2021, provide to EMMA Annual Financial Information, which is consistent with the requirements of Section 4 of this Agreement. The Annual Financial Information may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Agreement. The District shall provide the Dissemination Agent with a copy of each report filed under this Agreement. If the District's fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The Dissemination Agent shall send written notice to the District at least thirty (30) days prior to the Due Date of the Annual Financial Information that such information is due by the Due Date.

(b) Not later than fifteen (15) Business Days prior to the Due Date, the District shall provide the Annual Financial Information to the Dissemination Agent. If by the Due Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the District to determine if the District is in compliance with the first sentence of this subsection (b). If the Dissemination Agent is unable to provide to EMMA its Annual Financial Information by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall file a report with the District certifying that the Annual Financial Information and Audited Financial Statements have been provided to EMMA pursuant to this Agreement and the date provided.

SECTION 4. Content of Annual Financial Information.

(a) Promptly upon receipt of an electronic copy of the Annual Financial Information, the Dissemination Agent shall submit to EMMA, not later than the Due Date, the Annual Financial Information of the District for the prior fiscal year, which shall contain or include by reference the following information:

(i) The District's Audited Financial Statements for the preceding Fiscal Year if available on the due date set forth herein, and if not then available, unaudited financial statements with the District's Audited Financial Statements to be provided promptly upon becoming available and in any event no later than thirty (30) days after receipt thereof from the District's auditors; and

(ii) Operating Data of the District for such preceding Fiscal Year, prepared from the records of the District, specifically and in the form attached as Exhibit B hereto, consisting of updates to the tables set forth therein.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(c) If any information described in Section 4(a) above can no longer be generated because the operations to which such information relates have been materially changed or discontinued, a statement to that effect shall satisfy the obligations of the District under this Section 4; provided, however, that the District shall, to the greatest extent feasible, provide in lieu thereof similar information with respect to any substitute or replacement operations.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events, if applicable, with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership, or similar event of the District[1];

13. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action; or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the District shall as soon as possible determine if such event would be material under applicable federal securities laws, in any event such determination must be made and submitted to the Dissemination Agent within two (2) business days.

(d) If the District determines that knowledge of the occurrence of any of the Listed Events, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would be material under applicable federal securities laws pursuant to subsection (b) or the District received notice of any Listed Event that does not require a finding of materiality classified under Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16), the District shall, within two (2) business days, file with the Dissemination Agent a notice of such occurrence to be provided to EMMA.

(e) If in response to a request under subsection (b), the District determines that the Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would not be material under applicable federal securities laws, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA with a copy to the

[1] For the purposes of the event identified in Section 5(a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

District. The Dissemination Agent must file such notice with EMMA within ten (10) business days of the occurrence of such Listed Event if the District has provided sufficient notice to the Dissemination Agent to permit the filing in such time frame.

SECTION 6. Manner of Filing. All filings made with the National Repository as provided in this Agreement shall be made in an electronic format as prescribed by the National Repository and shall be accompanied by identifying information as prescribed by the National Repository.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for any of the Listed Events under Section 5(a).

SECTION 8. Dissemination Agent. United Bank is hereby appointed as Dissemination Agent. The District may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Agreement.

SECTION 9. Amendment, Waiver. Notwithstanding any other provision of this Agreement, the District may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Agreement, the District shall describe such amendment in the next Annual Financial Information and Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for any of the Listed Events under Section 5(a), and (ii) the Annual Financial Information and Audited Financial Statements for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events, in addition to that which

is required by this Agreement. If the District chooses to include any information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events in addition to that which is specifically required by this Agreement, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events.

SECTION 11. Default. In the event of a failure of the District or Dissemination Agent to comply with any provision of this Agreement (and, at the request of the Participating Underwriter), the Dissemination Agent may or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or Dissemination Agent to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Agreement in the event of any failure of the District or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and the District agrees to the extent allowed by State law to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the District:

Putnam Public Service District
ATTN: General Manager
P.O. Box 860
Scott Depot, WV 25560

To the Dissemination Agent:

United Bank
500 Virginia Street, East
Charleston, WV 25301
Attention: Corporate Trust Department

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16. Fees. The District agrees to pay all fees and expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs, attorney's fees and other disbursements in the administration and performance of the Dissemination Agent's duties.

SECTION 17. Right to Resign. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the District.

SECTION 18. Right to Counsel. The Dissemination Agent shall have the right to consult with counsel in carrying out its duties under this Agreement and to rely upon an opinion of counsel.

[*Remainder of this page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Continuing Disclosure Agreement by their proper and duly authorized officers the day and year first above written.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: _____
Its: Chairman

UNITED BANK,
as Dissemination Agent

By: _____

Its: VP

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: June 29, 2021

Notice is hereby given that Putnam Public Service District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by its covenant made in connection with the above-referenced bond issue. The District anticipates that the Annual Report will be filed by _____.

Dated this _____.

UNITED BANK

By: _____
Its: _____

EXHIBIT B

FORM OF FILING OF OPERATING DATA

Name of Issuer: Putnam Public Service District (West Virginia)

Name of Issue: $16,055,000 Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of Issuance: June 29, 2021

Operating Data
For Fiscal Year Ended: June 30, 20__

In compliance with the requirements of the Continuing Disclosure Agreement executed by Putnam Public Service District in conjunction with the above-referenced bonds, the following Operating Data with respect to the System is provided for the above-stated fiscal year and, where noted, for the four (4) immediately preceding fiscal years.

SYSTEM OPERATING DATA

Water Customer Count by Type:

Fiscal Year	Residential	Commercial	Industrial	Public Auth	Fire	Resale	Total
2015	8,923	577	9	32	-	1	9,542
2016	8,974	574	10	29	-	2	9,589
2017	9,154	573	10	28	-	-	9,765
2018	9,106	568	10	27	95	1	9,807
2019	9,202	576	9	27	-	-	9,814
2020	9,223	578	9	27	-	-	9,837

Major Water System Users

PUTNAM PSD - TOP TEN WATER USERS (2020)

CUSTOMER NAME	GALLONS BILLED	AVERAGE MONTHLY USAGE	COMMERCIAL / INDUSTRIAL	% OF TOP 10 BILLED	% OF TOTAL BILLED
CAMC TV HOSPITAL	7,079,300	589,900	COM	19.53	1.31
APPALACHIAN POWER COMPANY	5,894,800	491,200	IND	16.26	1.09
HANSON AGGREGATE	3,846,000	320,500	IND	10.61	0.71
FAST CAST	3,649,500	304,100	COM	10.07	0.68
SLEEPY HOLLOW POOL	3,641,000	273,500 (6 MONTHS)	COM	10.04	0.67
GENESIS / 590 N POPLAR DR	3,325,000	277,100	COM	9.17	0.62
GENESIS / 300 SEVILLE DR	2,259,000	213,250	COM	7.06	0.47
DEVONSHIRE SENIOR LIVING	2,308,600	192,400	COM	6.39	0.43
PUTNAM VILLAGE	2,135,300	177,900	COM	5.89	0.39
TV CAR WASH	1,813,500	151,100	COM	5.00	0.34

(This does not include our Resale customer – The City of Hurricane.)

Historical Debt Service Coverage

PUTNAM PSD - WATER
Debt Service Coverage

	2016	2017	2018	2019	2020
Income before Capital Contributions	$ (529,085)	$ (405,845)	$ (287,680)		
Operating Income (Loss)				$ 988,387	$ 1,095,670
Tap Fees	(16,506)	(18,375)	(17,175)	(14,825)	(12,944)
Interest for Bond Debt Only	1,311,160	1,288,481	1,289,204	-	
Interest Revenue				53,099	55,629
Depreciation	1,441,135	1,425,938	1,419,109	1,461,347	1,451,156
Amount Avail for Debt Service	$ 2,206,704	$ 2,290,199	$ 2,403,458	$ 2,488,008	$ 2,589,511
Debt Service	1,723,304	1,883,708	1,883,708	1,877,045	1,877,045
Coverage	128.05%	121.58%	127.59%	132.55%	137.96%

Source: PSD Audits

Summary of Financial Position

PUTNAM PSD - WATER
Statement of Revenues, Expenses and Changes in Net Position

	2016	2017	2018*	2019	2020
Operating Revenues	$ 4,373,541	$ 4,570,418	$ 4,605,255	$ 4,671,659	$ 4,688,466
Operating Expenses	3,642,339	3,717,995	3,661,203	3,683,272	3,592,796
Net Operating Income (Loss)	$ 731,202	$ 852,423	$ 944,052	$ 988,387	$ 1,095,670
Total Non-Operating Revenues (Exp)	$ (1,260,287)	$ (1,258,268)	$ (1,231,732)	$ (1,183,198)	$ (1,165,769)
Change in Net Position before Cap Contributions	$ (529,085)	$ (405,845)	$ (287,680)	$ (194,811)	$ (70,099)
Capital Contributons		$ 20,454	$ 340,000	$ -	
Change in Net Position	$ (529,085)	$ (385,391)	$ 52,320	$ (194,811)	$ (70,099)
Net Position - Beginning of Year	$ 10,193,049	$ 9,663,964	$ 9,541,599	$ 9,593,919	$ 9,399,108
Net Position - End of Year	$ 9,663,964	$ 9,278,573	$ 9,593,919	$ 9,399,108	$ 9,329,009

Source: PSD Audits

* Beginning Net Position restated

For information regarding the rate tariff for the System, please see www.psc.state.wv.us.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
WATER REFUNDING REVENUE BONDS, SERIES 2021 A (TAX-EXEMPT)

RULE 15c2-12 CERTIFICATE OF ISSUER

The undersigned hereby certifies on this 11th day of June, 2021 and represents to Crews & Associates, Inc. (the "Underwriter"), that he is the duly elected and appointed Chairman of the Public Service Board of the Putnam Public Service District (West Virginia) (the "Issuer") and authorized to execute and deliver this Certificate, and further certifies on behalf of the Issuer to the Underwriter as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the above-referenced bonds (the "Bonds").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated June 11, 2021, setting forth information concerning the Issuer and the Bonds (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Bonds and any underlying obligations depending on such matters, all with respect to the Bonds and any underlying obligations.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, final as of its date, and the information therein is accurate and complete except for the Permitted Omissions.

(5) If, at any time prior to the execution of the final Bond Purchase Agreement, any event occurs as a result of which the Preliminary Official Statement might include an 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, the Issuer shall promptly notify the Underwriter thereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RULE 15C2-12 CERTIFICATE]

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

PUTNAM PUBLIC SERVICE DISTRICT



Chairman

PUTNAM PUBLIC SERVICE DISTRICT

RECEIPT AND RELEASE OF RUS BONDS

The undersigned authorized representative of the United States Department of Agriculture hereby certifies as follows:

On June 29, 2021, the Redemption Date for the RUS Bonds, as hereinafter defined, the United States Department of Agriculture received the sum of $10,679,058.61 (the "Redemption Price"), from the Putnam Public Service District, and such amount is sufficient to: (a) pay the entire outstanding principal of and all accrued interest on Putnam Public Service District's: (1) Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $3,557,500 (the "Series 2010 A Bonds"); (2) Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated December 21, 2010, issued in the original aggregate principal amount of $2,931,200 (the "Series 2010 B Bonds"); (3) Water Revenue Bonds, Series 2013 A (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $3,785,000 (the "Series 2013 A Bonds"); (4) Water Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $600,000 (the "Series 2013 B Bonds") and (5) Water Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of $1,074,000 (the "Series 2013 C Bonds") (collectively, the "RUS Bonds"); and (b) discharge the liens, pledges and encumbrances securing such RUS Bonds and such liens are hereby released.

WITNESS my signature this 29th day of June, 2021.

UNITED STATES DEPARTMENT OF AGRICULTURE

By: ALAN HARRIS Digitally signed by ALAN HARRIS Date: 2021.08.03 11:33:10 -04'00'

Its Authorized Representative

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE COMMITMENT

Issuer:	Putnam Public Service District (West Virginia)	Effective Date: June 11, 2021
Member:	Putnam Public Service District (West Virginia)	Expiration Date: September 08, 2021
Bonds:	Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) insured by BAM in aggregate principal amount not to exceed $15,990,000	
Premium:	2.75% of Policy Limit	

Policy Limit: An amount not to exceed the debt service reserve requirement for the Bonds insured by BAM as set forth in the Security Documents (the "Reserve Account Requirement"). The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Reserve Account Requirement in accordance with the Security Documents

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), a New York mutual insurance corporation, hereby commits to issue its Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy"), in the form attached hereto as **Exhibit A**, relating to the above-described debt obligations (the "Bonds"), subject to the terms and conditions contained herein or added hereto. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Insurance Commitment referred to in Paragraph 1 below or, if not defined therein, in the Debt Service Reserve Agreement referred to in Paragraph 3(a) below.

To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to deny or grant a renewal in it sole discretion. To keep the Commitment in effect to the Expiration Date set forth above, BAM must receive a duplicate of this Commitment executed by an authorized officer of the Issuer within ten days of the date of this Commitment.

THE RESERVE POLICY SHALL BE ISSUED UPON SATISFACTION OR THE WAIVER BY BAM OF THE FOLLOWING CONDITIONS, AND THE ISSUER AGREES AS FOLLOWS:

1. **Conditions to Municipal Bond Policy Satisfied.** All conditions required under the Municipal Bond Insurance Commitment, dated June 11, 2021 issued by BAM with respect to the Bonds (the "Bond Insurance Commitment") for the issuance of the municipal bond insurance policy to be issued thereunder shall have been satisfied and the Bonds are simultaneously insured by BAM. All conditions set forth in this Commitment shall be in addition to the requirements set forth in Bond Insurance Commitment.

2. **The Transaction Documents** shall contain the document provisions set forth in **Exhibit B** hereto.

3. **Agreement and Related Opinions.** BAM shall be provided with the following:

   (a) A copy of the Debt Service Reserve Agreement, substantially in the form of **Exhibit C**, duly executed by the Issuer, subject only to such changes as shall be agreed to by BAM, as evidenced by BAM's execution thereof (For your information, the form of legal opinion to be delivered by BAM at closing is attached hereto as **Exhibit D**).

   (b) An opinion(s) of bond counsel or other counsel acceptable to BAM, addressed and in form and substance satisfactory to BAM, as to (i) the due authorization, validity and enforceability of the Debt Service Reserve Agreement, and (ii) if applicable, the Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents, and as to such other matters as BAM shall reasonably request.

   (c) Evidence of wire transfer of immediately available funds in an amount equal to the Premium stated above, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the delivery date of the Reserve Policy. Please see "Procedures for Premium Payment" attached hereto.

4. **Security for Repayment of Draws under the Reserve Policy, and Policy Costs.** The Security Documents shall secure repayment of draws under the Reserve Policy and all Policy Costs consistent with the terms of the Debt Service Reserve Agreement.

5. **Payments Due under the Policy.** All amounts on deposit under the Security Documents available to pay debt service on the Bonds (exclusive of the Reserve Policy) shall be used to pay such debt

service before any drawing may be made on the Reserve Policy or any other credit facility. Draws on the Reserve Policy may be used only to pay principal of and/or interest on the Bonds.

6. **Ascertainment of Amounts to be Drawn.** The Security Documents shall require the Trustee or Paying Agent to determine the necessity for a claim upon the Reserve Policy and to provide notice to BAM in accordance with the terms of the Reserve Policy.

7. **Final Documents.** Copies of all transaction documents and opinions required by this Commitment prepared subsequent to the date of this Commitment (black-lined to reflect all revisions from previously reviewed drafts) shall be furnished to BAM for review and approval at the same time and in the same manner as other transaction documents are required to be provided under (and as defined in) the Bond Insurance Commitment.

8. **Expiration of the Reserve Policy.** The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.

Closing Transcript. The closing transcript required to be provided to BAM pursuant to the Bond Insurance Commitment shall include all transaction documents and opinions required by this Commitment.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



_____
Authorized Officer

June 11, 2021
Date

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AGREED AND ACCEPTED

The undersigned, an authorized officer of the Issuer, agrees and accepts the conditions set forth above and further agrees that (i) if the debt service reserve fund requirement for the Bonds is met by a credit instrument, such credit instrument shall be a Reserve Policy provided by BAM in accordance with the terms of this Commitment; (ii) the Issuer has made an independent investigation and decision as to whether to satisfy its reserve fund requirement with the Reserve Policy or whether the Reserve Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore the Issuer is not relying on, any recommendation from BAM that the Issuer satisfy its reserve fund requirement with or obtain the Reserve Policy, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Reserve Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Reserve Policy; (iv) the Issuer acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the Issuer acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; and (vi) the Issuer also acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (vi) above shall survive the expiration or termination of this Commitment.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: M. C. Stewart

Title: Chairman

Date: 6/23/21

PROCEDURES FOR PREMIUM PAYMENT
TO
BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")

BAM's issuance of its municipal bond debt service reserve insurance policy at bond closing is contingent upon payment and receipt of the Premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED BY BAM. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of Amount to be Paid:	**Upon determination of the final debt service reserve fund requirement, fax or email such schedule to BAM** Attention: Jill Schmidt Email: jschmidt@buildamerica.com Phone No.: (212) 235-2525 Fax No.: 212-962-1524

Confirm with BAM's credit analyst that you are in agreement with respect to Reserve Fund Policy Limit and Premium on the transaction prior to the closing date.

Payment Date:	Date of Delivery of the Bonds.
Method of Payment:	Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: First Republic Bank
ABA#: 321081669
Acct. Name: Build America Mutual Assurance Company
Account No.: 80001613703
Policy No.: POLICY# _____ (Include in OBI Field)

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Deneica Glenn, Closing Coordinator, 212-235-2552, email: dglenn@buildamerica.com.

EXHIBIT A

Specimen Municipal Bond Debt Service Reserve Insurance Policy

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

ISSUER: ISSUER_NAME, STATE_NAME

Policy No:

MEMBER: MEMBER_COMPANY, STATE_NAME

Effective Date:

BONDS: $_____ in aggregate principal amount of
,

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

Maximum Policy Limit: $

SPECIMEN

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Business Day**" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. "**Debt Service Reserve Agreement**" means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time. "**Due for Payment**" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "**Nonpayment**" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "**Owner**" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar amount of the debt service reserve fund required to be maintained for the

SPECIMEN

Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

SPECIMEN

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is $_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____

_____

Name:
Title:

SPECIMEN

EXHIBIT B

With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the Issuer and the Trustee agree to comply with the following provisions:

(a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") and pay all related reasonable expenses incurred by BAM (the "Bond Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.

(c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.

(d) This Indenture shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer's oblgation to pay such amount shall expressly survive payment in full of the Bonds.

(e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.

(f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.

(g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.

EXHIBIT C

DEBT SERVICE RESERVE AGREEMENT

DEBT SERVICE RESERVE AGREEMENT, dated _____ (the "Agreement"), by and between Putnam Public Service District (West Virginia) (the "Obligor") and BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM").

In consideration of the issuance by BAM of its Municipal Bond Debt Service Reserve Insurance Policy No. @@POLICY_NO@@ (the "Reserve Policy") with respect to the Putnam Public Service District (West Virginia) Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Insured Obligations") issued under the [Indenture/Resolution/Ordinance] dated as of _____, between the [Obligor] [Issuer] and the [Trustee] (the "Trustee") (the "Authorizing Document") [, which bonds are secured by the [Lease/Loan] payments of the Obligor under the [Lease/Loan] Agreement dated as of _____ [the "[Lease/Loan] Agreement"] between the Issuer and the Obligor and the other revenue and collateral described in the Authorizing Document,] and the payment to BAM of the Insurance Payment for the Reserve Policy, the Obligor , Issuer and BAM hereby covenant and agree as follows:

1. The Obligor shall repay BAM any draws under the Reserve Policy and pay all Administrative Expenses (as defined below) incurred by BAM. Interest shall accrue and be payable on such draws and expenses from the date of payment by BAM at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base-lending rate of such national bank as BAM shall designate.

2. Repayment of draws and payment of Administrative Expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw*[; provided, however, that all such payments shall be due prior to termination of the [Lease] Agreement dated as of _____ between the Issuer and Obligor]*. Amounts in respect of Policy Costs paid to BAM shall be credited first to interest due, then to the expenses due and then to principal due. *[For Ca. RDA add: The Obligor shall include the repayment of Policy Costs in its Recognized Payment Obligation Schedule.]*

3. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Reserve Policy will be reinstated by a like amount, subject to the terms of the Reserve Policy.

4. All cash and investments in the debt service reserve fund or account securing the Insured Obligations (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on the Insured Obligations before any drawing may be made on the Reserve Policy or on any alternative credit instrument. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all alternative credit instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to available coverage under each such alternative credit instrument) after applying available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to alternative credit instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

5. Draws on the Reserve Policy may only be used to make payments on the Insured Obligations (and for the avoidance of doubt, not any other obligations of the *[Issuer or]* Obligor, whether issued on parity with the Insured Obligations, or otherwise).

6. If the Obligor shall fail to pay any Policy Costs in accordance with the requirements of the Authorizing Document and this Agreement, BAM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Authorizing Document, other than (i) acceleration of the maturity of the Insured Obligations or (ii) remedies which would adversely affect owners of the Insured Obligations.

7. The Authorizing Document shall not be discharged until all Policy Costs owing to BAM shall have been paid in full. The Obligor's obligation to pay such amounts shall expressly survive payment in full of the Insured Obligations.

8. In order to secure the Obligor's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of BAM a security interest (subordinate only to that of the owners of the Insured Obligations) in all revenues and collateral pledged as security for the Insured Obligations *[payment obligations of the Obligor under the Lease/Loan Agreement]*.

9. Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.

10. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 4 hereof and shall provide notice to BAM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Insured Obligations. Where deposits are required to be made by the Obligor with the Trustee to the debt service fund for the Insured

Obligations more often than semi-annually, the Trustee shall give notice to BAM of any failure of the Obligor to make timely payment in full of such deposits within two business days of the date due.

11. The Obligor agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Agreement, the Authorizing Document and any other document executed in connection with the Insured Obligations ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Obligor agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

12. The obligation of the Obligor to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the Obligor and will be paid or performed strictly in accordance with this Agreement.

13. So long as a default or event of default has occurred and is continuing under this Agreement, the Authorizing Document or any other document executed in connection with the Insured Obligations, the Obligor shall not be eligible for a dividend or any other economic benefit under BAM's organizational documents.

14. Notices to BAM shall be sent to the following address (or such other address as BAM may designate in writing): Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com; with a copy of such notice or other communication sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214.

15. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. In the event of any conflict in the terms of this Agreement and the Authorizing Document, the terms of this Agreement shall control.

16. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Authorizing Document.

17. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.

18. This Agreement and the rights and obligations of the parties to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

PUTNAM PUBLIC SERVICE DISTRICT, WEST VIRGINIA

By: _____
Title:

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Title:

EXHIBIT D

BAM LEGAL OPINION

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Bond Insurance Policy: Municipal Bond Insurance Policy No. [POLICY NO.]
DSR Policy: Debt Service Reserve Policy No. [POLICY NO.]
Member:
Bonds:
Official Statement: dated [ ]

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced Bond Insurance Policy and DSR Policy (collectively, the "Policies"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policies have been duly authorized, executed and delivered by BAM.

3. Each of the Policies constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policies qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-

laws and as may otherwise be provided under New York law. The Policies are non-assessable and create no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Bond Insurance Policy under the caption "BOND INSURANCE" in the Official Statement related to the above-referenced Bonds. There has not come to my attention any information which would cause me to believe that the description of the Bond Insurance Policy, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to the make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that except as described above, I express no opinion with respect to any information contained in, or omitted, from the Official Statement.

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

ISSUER: Putnam Public Service District (West Virginia)

Policy No: 2021R0648

MEMBER: Putnam Public Service District (West Virginia)

Effective Date: June 29, 2021

BONDS: Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Risk Premium: $7,626.63
Member Surplus Contribution: $13,346.59
Total Insurance Payment: $20,973.22

Maximum Policy Limit: $762,662.50

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to

reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Business Day**" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. "**Debt Service Reserve Agreement**" means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time. "**Due for Payment**" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "**Nonpayment**" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "**Owner**" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to

payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar amount of the debt service reserve fund required to be maintained for the Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



By: _____
Authorized Officer

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is $_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Name:
Title:

DEBT SERVICE RESERVE AGREEMENT

DEBT SERVICE RESERVE AGREEMENT, dated June 29, 2021 (the "Agreement"), by and between PUTNAM PUBLIC SERVICE DISTRICT, WEST VIRGINA (the "Issuer" or "Obligor") and BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM").

In consideration of the issuance by BAM of its Municipal Bond Debt Service Reserve Insurance Policy No. 2021R0648 (the "Reserve Policy") with respect to the Putnam Public Service District, West Virginia Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Insured Obligations") issued under the Bond Resolution duly adopted by the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution duly adopted by the Issuer on May 27, 2021 and a Certificate of Determinations executed by the Chairman on June 23, 2021 (collectively, the "Authorizing Documents"), which Bonds are secured by the Net Revenue pledge of the Obligor and the other revenue and collateral described in the Authorizing Documents, and the payment to BAM of the Insurance Payment for the Reserve Policy, the Obligor, Issuer and BAM hereby covenant and agree as follows:

1. The Obligor shall repay BAM any draws under the Reserve Policy and pay all Administrative Expenses (as defined below) incurred by BAM. Interest shall accrue and be payable on such draws and expenses from the date of payment by BAM at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base-lending rate of such national bank as BAM shall designate.

2. Repayment of draws and payment of Administrative Expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw. Amounts in respect of Policy Costs paid to BAM shall be credited first to interest due, then to the expenses due and then to principal due.

3. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Reserve Policy will be reinstated by a like amount, subject to the terms of the Reserve Policy.

4. All cash and investments in the debt service reserve fund or account securing the Insured Obligations (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on the Insured Obligations before any drawing may be made on the Reserve Policy or on any alternative credit instrument. Payment of any Policy Costs shall be made

prior to replenishment of any such cash amounts. Draws on all alternative credit instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to available coverage under each such alternative credit instrument) after applying available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to alternative credit instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

5. Draws on the Reserve Policy may only be used to make payments on the Insured Obligations (and for the avoidance of doubt, not any other obligations of the Obligor, whether issued on parity with the Insured Obligations, or otherwise).

6. If the Obligor shall fail to pay any Policy Costs in accordance with the requirements of the Authorizing Documents and this Agreement, BAM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Authorizing Documents, other than (i) acceleration of the maturity of the Insured Obligations or (ii) remedies which would adversely affect owners of the Insured Obligations.

7. The Authorizing Documents shall not be discharged until all Policy Costs owing to BAM shall have been paid in full. The Obligor's obligation to pay such amounts shall expressly survive payment in full of the Insured Obligations.

8. In order to secure the Obligor's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of BAM a security interest (subordinate only to that of the owners of the Insured Obligations) in all revenues and collateral pledged as security for the Insured Obligations.

9. Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Documents.

10. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 4 hereof and shall provide notice to BAM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Insured Obligations. Where deposits are required to be made by the Obligor with the Trustee to the debt service fund for the Insured Obligations more often than semi-annually, the Trustee shall give notice to BAM of any failure of the Obligor to make timely payment in full of such deposits within two business days of the date due.

11. The Obligor agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or

incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Agreement, the Authorizing Documents and any other document executed in connection with the Insured Obligations ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Obligor agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

12. The obligation of the Obligor to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the Obligor and will be paid or performed strictly in accordance with this Agreement.

13. So long as a default or event of default has occurred and is continuing under this Agreement, the Authorizing Documents or any other document executed in connection with the Insured Obligations, the Obligor shall not be eligible for a dividend or any other economic benefit under BAM's organizational documents.

14. Notices to BAM shall be sent to the following address (or such other address as BAM may designate in writing): Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2021R0648, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com; with a copy of such notice or other communication sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214.

15. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. In the event of any conflict in the terms of this Agreement and the Authorizing Documents, the terms of this Agreement shall control.

16. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Authorizing Documents.

17. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.

18. This Agreement and the rights and obligations of the parties to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

PUTNAM PUBLIC SERVICE DISTRICT,
WEST VIRGINIA

By: _____
Title: Chairman

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Title: Brian Siper, Deputy General Counsel

June 29, 2021

Putnam Public Service District
107 South Poplar Fork Road (P.O. Box 860)
Scott Deport, WV 25560

Crews & Associates, Inc.
300 Summers Street, Ste. 930
Charleston, WV 25301

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue, Suite 1117
Charleston, WV 25302

RE:	Bond Insurance Policy:	Municipal Bond Insurance Policy No. 2021B0648
	DSR Policy:	Debt Service Reserve Policy No. 2021R0648
	Member:	Putnam Public Service District (West Virginia)
	Bonds:	Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Date of the Official Statement: June 23, 2021

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced Bond Insurance Policy and DSR Policy (collectively, the "Policies"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policies have been duly authorized, executed and delivered by BAM.

3. Each of the Policies constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting

the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policies qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policies are non-assessable and create no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Bond Insurance Policy under the caption "BOND INSURANCE" in the Official Statement related to the above-referenced Bonds. There has not come to my attention any information which would cause me to believe that the description of the Bond Insurance Policy, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to the make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that except as described above, I express no opinion with respect to any information contained in, or omitted, from the Official Statement.

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,



MUNICIPAL BOND INSURANCE COMMITMENT

ISSUER:	Putnam Public Service District (West Virginia)
MEMBER:	Putnam Public Service District (West Virginia)
Effective Date:	June 11, 2021
Expiration Date:	September 08, 2021
BONDS:	Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) in aggregate principal amount not to exceed $15,990,000
Insurance Payment:	0.460% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to grant or deny a renewal in its sole discretion.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.

2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").

3. As of the Closing Date, there shall have been no material omissions or material adverse changes in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in connection with the issuance and sale of the Bonds, or any other information

submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.

4. The applicable Security Documents shall contain the document provisions set forth in Exhibit A hereto and shall be in form and substance acceptable to BAM. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website (www.buildamerica.com) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of all Security Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period. Copies of all drafts of the Security Documents shall be delivered to the BAM contacts specified in Exhibit 1.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A No-Litigation Certificate or a description of any material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of

disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation, the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion, primary market disclosure certificate and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. In the event the Bonds are sold in a private placement transaction, (i) BAM shall receive a closing certificate, in form and substance acceptable to BAM, covering the matters in Paragraphs 7 (d) and (e), (ii) the Issuer shall agree to provide BAM with continuing disclosure consistent with any Continuing Disclosure Agreement for any previously issued public debtof the Issuer (irrespective of whether or not that debt remains outstanding) or enter into such other agreement for continuing disclosure acceptable to BAM and (iii) the Issuer shall provide BAM with copies of all documents and agreements, including without limitation any term sheet, side agreement and/or purchase agreement, executed or delivered in connection with the Bonds, which documents and agreements shall be in form and substance acceptable to BAM.

9. Promptly, but in no event more than thirty (30) days after the Closing Date, BAM shall receive a link to or PDF file of, or two (2) CD-ROMs of, the final closing transcript of proceedings, or if a link or PDF file cannot be provided or a CD-ROM is not available, such other electronic form as BAM shall accept.

10. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the Preliminary Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will only insure obligations of states, political subdivisions, an integral part of states or political subdivisions or entities otherwise eligible for the exclusion of income under Section 115 of the Internal Revenue Code of 1986, as amended, or any successor thereto.

(c) BAM covenants that it will not seek to convert to a stock insurance corporation.

(d) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under

New York law, including the right to receive dividends if and when declared by BAM's Board of Directors. No dividends have been paid to date, and BAM has no current expectation that any dividends will be paid.

(e) The Policy is non-assessable and creates no contingent mutual liability.

(f) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the then available Member Surplus Contribution for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds (proportionate to the amount of Refunding Bonds insured by BAM). If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



_____
Authorized Officer

June 11, 2021
Date

BAM's Legal Entity Identifier (LEI) # is 254900BWZ9EFP17ESA37

AGREED AND ACCEPTED

1. The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM; and (vii) BAM has made no representation that any dividend will be declared or paid while the Bonds are outstanding, the undersigned has no reason for expecting that any dividend will be declared or paid and the potential receipt of any dividend was not a reason for acquiring the Policy.

2. BAM may determine to designate the Bonds as GreenStar Bonds. Any such designation is based upon information obtained by BAM at the time of issuance of the Bonds and will appear on the cover of and be described under the caption "BOND INSURANCE - BAM GreenStar Bonds" in the Preliminary and Final Official Statements for the Bonds. Said designation will also be included in BAM's Credit Profiles and on BAM's website; it may also be included on lists of green bonds maintained by third parties (including, but not limited to, Bloomberg LP, ICE Data Services, the Municipal Advisory Council of Texas, and the Nasdaq Sustainable Bond Network).

3. The undersigned member hereby appoints Jeffrey Fried, General Counsel of Build America Mutual Assurance Company ("Build America"), as proxy with the power to appoint his substitute, and hereby authorizes him to represent and to cast all of the votes to which the undersigned is entitled to cast as of the record date for the annual meeting of Build America members to be held on Tuesday, April 26, 2022, or at any adjournment or postponement thereof. This proxy is solicited on behalf of the management of Build America and will empower the holder to vote on the undersigned member's behalf for the election of members of the Board of Directors and such other business as may properly come before said annual meeting. This proxy can be revoked by giving Build America written notice of revocation (by email to generalcounsel@buildamerica.com, or by

U.S. mail or private carrier to General Counsel, Build America, 200 Liberty Street, New York, NY 10281) received by Build America on or before April 22, 2022. This proxy may also be revoked if the undersigned member attends the annual meeting and chooses to vote in person.

Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under paragraphs 1, 2 and 3 above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)

By: M. C. [illegible]
Authorized Officer

6/23/21
Date

EXHIBIT A

DOCUMENT PROVISIONS

EXHIBIT A

GENERAL REVENUE BOND TRANSACTION DOCUMENT PROVISIONS

The following terms and provisions (the "Insurer Provisions") shall be incorporated into the Security Documents. If the Insurer Provisions are attached to any of the Security Document as an exhibit, such Security Document shall include a provision that incorporates by reference the Insurer Provisions directly into the Security Documents. The Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Security Documents.

1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

   At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

   a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond

counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

b) The Issuer will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

c) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Trustee and Paying Agent.

a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets, or (C) otherwise approved by BAM in writing.

b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

a) *Consent of BAM*. Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:

i. To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or

ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or

iv. To add to the covenants and agreements of the Issuer in the Security Documents other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.

v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).

b) *Consent of BAM in Addition to Bondholder Consent*. Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

c) *Insolvency*. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

d) *Control by BAM Upon Default*. Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's

written consent.

e) *BAM as Owner*. Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

f) *Consent of BAM for acceleration*. BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.

g) Grace Period for Payment Defaults. No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.

h) *Special Provisions for Insurer Default*. If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5) Loan/Lease/Financing Agreement.

a) The security for the Insured Obligations shall include a pledge and assignment of any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged

and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.

6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

7) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the

Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

   The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent and Trustee agree for the benefit of BAM that:

a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with

interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

8) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

   Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.

10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for

the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.

11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.

12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the Issuer shall not sell, lease, transfer, encumber or otherwise dispose of the System or any material portion thereof, except upon obtaining the prior written consent of BAM.

13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.

14) If an event of default occurs under any agreement pursuant to which any Obligation of the Issuer has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under the Resolution and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitle to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Insured Obligations" shall mean the Putnam Public Service District, Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

"Issuer" shall mean the Putnam Public Service District, West Virginia.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate

("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

"Security Documents" shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

EXHIBIT B

DOCUMENT, PRINTING AND DISCLOSURE
INFORMATION FOR
PUBLIC FINANCE TRANSACTIONS

BUILD AMERICA MUTUAL ASSURANCE COMPANY

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: documents@buildamerica.com. Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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EXHIBIT 1

BAM DIRECTORY

Name	Title	Telephone	Email
BAM ATTORNEYS			
Brian Siper	Counsel	212-235-2562	bsiper@buildamerica.com
CLOSING COORDINATORS			
Deneica Glenn		212-235-2552	dglenn@buildamerica.com
BAM ANALYST			
Jill Schmidt		(212) 235-2525	jschmidt@buildamerica.com

EXHIBIT 2

BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")
DISCLOSURE INFORMATION
(*FOR INCLUSION IN THE OFFICIAL STATEMENT*)

The following are BAM's requirements for printing the preliminary and final official statements:

1. **Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;**

2. **Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and**

3. **BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.**

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. **THE ENTIRE ISSUE:**

   The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

2. **CAPITAL APPRECIATION BONDS:**

   The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

3. **PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):**

   The scheduled payment of principal of and interest on the Bonds maturing on _____ of the years __ _____ through _____, inclusive, with CUSIP #('s)_____ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

4. **CERTIFICATES OR NOTES:**

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE

WWW.BUILDAMERICA.COM

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE
TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2021 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $477.7 million, $156.4 million and $321.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

The Bond Insurance language for the Official Statement under the subheading "Bond Insurance Policy" should be replaced with the following language when insuring:

1. **CAPITAL APPRECIATION BONDS**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. **PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE)**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy (the "Policy") for the Bonds maturing on _____ of the years _____ through _____, inclusive, with CUSIP #'s____ (collectively, the "Insured Bonds"). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

3. **CERTIFICATES OR NOTES**:

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT AS PART OF THE DISCLAIMER STATEMENT:

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "Bond Insurance" and "Exhibit __ - Specimen Municipal Bond Insurance Policy".

EXHIBIT 3

Specimen Municipal Bond Insurance Policy

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_____ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _____

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT 4

STATEMENT OF INSURANCE
(Language for the Bond Form)
This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

2. CAPITAL APPRECIATION BONDS:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bonds maturing on _____ of the years _____ through _____, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

EXHIBIT 5

PROCEDURES FOR PREMIUM PAYMENT
TO BAM

This form is not to be included in the Official Statement.

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter

Jill Schmidt

Phone No.: (212) 235-2525

Email: jschmidt@buildamerica.com

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	First Republic Bank
ABA#:	321081669
Acct. Name:	Build America Mutual Assurance Company
Account No.:	80001613703
Policy No.:	@@POLICY_NO@@ **– (Include in OBI Field)**

CONFIRMATION OF PREMIUM

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Deneica Glenn	(212) 235-2552
Patrice James	(212) 235-2559
Jacqueline Kleinman	(212) 235-2564
Claudette Littlejohn	(212) 235-2572
Nolan Miller	(212) 235-2511

EXHIBIT C

BAM LEGAL OPINION AND CERTIFICATE

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to
$_____ [Name of Issuer] (the "Issuer")
_____ Bonds, Series _____ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policy has been duly authorized, executed and delivered by BAM.

3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of

this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF BUILD AMERICA MUTUAL ASSURANCE COMPANY

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to

return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL
ASSURANCE COMPANY

_____
Authorized Officer

Dated: [CLOSING DATE]

Primary Market Disclosure Certificate
[Bond Description] (the "Insured Bonds")

For the benefit of _____ (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

[dated as of the closing date]

Build America Mutual Assurance Company

By

_____
Authorized Officer

MUNICIPAL BOND INSURANCE POLICY

ISSUER: Putnam Public Service District (West Virginia)

Policy No: 2021B0648

MEMBER: Putnam Public Service District (West Virginia)

Effective Date: June 29, 2021

BONDS: $16,055,000 in aggregate principal amount of Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

Risk Premium:	$32,110.00
Member Surplus Contribution:	$72,669.69
Total Insurance Payment:	$104,779.69

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the

Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

IN WITNESS WHEREOF, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



By: _____
Authorized Officer

Schedule A

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com

Address:
200 Liberty Street, 27th floor
New York, New York 10281

Telecopy:
212-962-1524 (attention: Claims)

Primary Market Disclosure Certificate

Putnam Public Service District (West Virginia), Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt) (the "Insured Bonds")

For the benefit of Putnam Public Service District (West Virginia) (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

June 29, 2021

Build America Mutual Assurance Company

By: _____
Authorized Officer

DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM Policy No.: 2021B0648

BONDS: $16,055,000 in aggregate principal amount of
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds,
Series 2021 A (Tax-Exempt)

Date of the Official Statement: June 23, 2021

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy referenced above (the "Policy") in respect of the Bonds referenced above (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement referenced above, relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



By: _____
Authorized Officer

Dated: June 29, 2021

S&P Global
Ratings

55 Water Street, 38th Floor
New York, NY 10041-0003
tel 212-438-2000
reference no.: 1674945

June 24, 2021

Build America Mutual Assurance Company
200 Liberty Street - 27th Fl.
New York, NY 10281
Attention: Ms. Laura Levenstein, Chief Risk Officer

Re: ***$16,055,000 Putnam Public Service District (West Virginia), Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt), dated: Date of Delivery, due: June 01, 2022-2028, 2030-2031, 2036, 2041, 2046, 2051, (POLICY #2021B0648)***

Dear Ms. Levenstein:

S&P Global Ratings has assigned an insured rating of "AA" on the above obligations, based on the policy provided by your company.

We may adjust the underlying rating and the capital charge as a result of changes in the financial position of the issuer or performance of the collateral, or of amendments to the documents governing the issue, as applicable. With respect to the letter, please notify us of any changes or amendments over the term of the debt.

The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice.

S&P Global Ratings must receive complete documentation relating to this issue no later than 90 days after the date of this letter. S&P Global Ratings assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

kl
enclosure

S&P Global
Ratings

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

Confidential Information. S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Putnam Public Service District

(Name of Issuer and Co-Issuer(s), if applicable)

February 14, 2013

(Date)

The Depository Trust Company
55 Water Street, 1SL
New York, NY 10041-0099
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in] [formed under the laws of] West Virginia

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:
Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

Putnam Public Service District
(Issuer)

By: J. E. Miller
(Authorized Officer's Signature)

Joe Miller
(Print Name)

107 Poplar Fork Road
(Street Address)

Scott Depot, West Virginia, USA 25560
(City) (State) (Country) (Zip Code)

304.757.6551
(Phone Number)

customerservice@putnampsd.com
(E-mail Address)

Received and Accepted
THE DEPOSITORY TRUST COMPANY

By: Jeanne Mauro

DTCC.

The Depository Trust & Clearing Corporation

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
(304) 353-8196
(304) 353-8181 Fax
John.Stump@steptoe-johnson.com

August 9, 2021

Putnam Public Service District
Water Refunding Revenue Bonds, Series 2021 A

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Internal Revenue Service
Internal Revenue Service Center
Ogden, Utah 84201

Ladies and Gentlemen:

Enclosed herewith is a completed and executed Internal Revenue Service Form 8038-G with regard to the above-captioned issue. Please file in the appropriate Internal Revenue Service records.

Thank you for your attention to this letter. If you have any questions regarding any of the issues set forth herein, or if I can be of any service, please do not hesitate to call.

My best regards.

Very truly yours,

John C. Stump

JCS/bsm
Enclosure

847280.00032

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name
Putnam Public Service District

2 Issuer's employer identification number (EIN)
55-0463396

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
PO Box 860

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Scott Depot, WV 25560

7 Date of issue
6/29/2021

8 Name of issue
Water Refunding Revenue Bonds, Series 2021 A (Tax Exempt)

9 CUSIP number
74685W BA3

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
James Evers, General Manager

10b Telephone number of officer or other employee shown on 10a
304.757.6551

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	16,193,536
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	6/1/2051	$ 16,193,536	$ 16,055,000	16.953 years	2.3528 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	16,193,536
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	305,825		
25	Proceeds used for credit enhancement	25	125,753		
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	10,679,059		
29	Total (add lines 24 through 28)			29	11,190,637
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	5,002,899

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	17.949 years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	6/29/21
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	12/21/10; 6/27/13

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
c Enter the EIN of the issuer of the master pool bond ▶ _____
d Enter the name of the issuer of the master pool bond ▶ _____
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . ▶ ☐
41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
b Name of hedge provider ▶ _____
c Type of hedge ▶ _____
d Term of hedge ▶ _____
42 If the issuer has superintegrated the hedge, check box . . . . ▶ ☐
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . ▶ ☑
44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . ▶ ☑
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . ▶ _____
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

M. C. Smith 6/23/21 Chairman Mark C. Smith

Signature of issuer's authorized representative | Date | Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
John Stump	John C. Stump	6.29.21		P01236822

Firm's name ▶ Steptoe& Johnson PLLC — Firm's EIN ▶ 55-0286140
Firm's address ▶ P. O. Box 1588 Charleston, WV 25326 — Phone no. 304.353.8000

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Internal Revenue Service
Internal Revenue Service Center
Odgen, Utah 84201

9590 9402 5777 0003 6044 56

2. Article Number *(Transfer from service label)*
7011 1150 0002 0557 3374

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

AUG 23 2021

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

put new water

Sent To
Internal Revenue Service
Internal Revenue Service Center
Odgen, Utah 84201
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

7011 1150 0002 0557 3374

PS Form 3800, August 2006 See Reverse for Instructions

WEST VIRGINIA MUNICIPAL BOND COMMISSION **NEW ISSUE REPORT FORM**

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

Date of Report: 6/29/2021

ISSUE: Putnam Public Service District Water Refunding Revenue Bonds, Series 2021 A

ADDRESS: PO Box 860 Scott Depot, WV 25560 COUNTY: Putnam

PURPOSE OF ISSUE: ____ New Money

x Refunding Refunding issue(s) dated: 12/21/10; 6/27/13

ISSUE DATE: 6/29/2021 RATE: ____ ADMIN FEE: ____

ISSUE AMOUNT: $16,055,000.00

1st DEBT SERVICE DUE: 12/1/2021 1st PRINCIPAL DUE: 6/1/2022

1st DEBT SERVICE AMOUNT: $ 160,629.17 PAYING AGENT: MBC

BOND COUNSEL: *Steptoe & Johnson PLLC* *UNDERWRITERS COUNSEL:* *Jackson Kelly PLLC*

Contact Name: John Stump Contact Name: Mark Imbrogno

Phone: 304.353.8196 Phone: 304.284.4146

Email: john.stump@steptoe-johnson.com Email: maimbrogno@jacksonkelly.com

CLOSING BANK: ____ *ESCROW TRUSTEE:* ____

Contact Name: ____ Contact Name: ____

Phone: ____ Phone: ____

Email: ____ Email: ____

KNOWLEDGEABLE ISSUER CONTACT: *OTHER:* *Crews & Associates, Inc.*

Contact Name: James Evers Contact Name: Greg Isaacs

Title: GM Title: Senior Managing Director

Phone: 304.757.6551 Phone: 304.344.1733

Email: jevers@putnampsd.com Email: gisaacs@crewsfs.com

DEPOSITS TO MBC AT CLOSE: ____ Accrued Interest: ____

By: Wire ____ Capitalized Interest: ____

Check ____ Reserve Account: ____

In-house Transfer ____ Other: ____

REFUNDS & TRANSFERS BY MBC AT CLOSE: To Escrow Trustee: ____

By: Wire x To Issuer: $446,194.07

Check ____ To Cons.Invest Fund: ____

IGT ____ To Other: ____

ISSUER NUMBERS:

BANK ID NUMBER: ____ CUSIP: ____

ACCOUNT NUMBER: ____ PROGRAM NUMBER: ____

NOTES: Series 2021 A Bonds Reserve Account will be fully funded with Surety Bond.

FOR MUNIICPAL BOND COMMISSION USE ONLY:

Documents Required: ____ Transfers Required: ____

SWEEP RESOLUTION

WHEREAS, Putnam 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, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) 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 23rd day of June, 2021.

Chairman

Secretary

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 1999 A	9503
Series 1999 B	9503
Series 2008 A	9503
Series 2009 A	9503
Series 2009 B	9503
Series 2021 A	9503

Required:

Email for main contact:_____jevers@putnampsd.com

West Virginia Municipal Bond Commission

Suite 1117
900 Pennsylvania Avenue
Charleston, WV 25301
(304) 558-3971

Direct Debit Authorization Form

Please complete the following information

Entity Name Putnam Public Service District

Address P.O. Box 147, Scott Depot, West Virginia 25560

Phone Number 304.757.6551

I hereby authorize the West Virginia State Treasurer's Office to remove funds from the bank accounts listed below in order to make payments to the West Virginia Municipal Bond Commission.
In the event of a change of bank account numbers, I will notify the West Virginia State Treasurer's Office and the Municipal Bond Commission as soon as possible. I will provide a reasonable amount of time for the change to occur. I understand that a transaction might be reversed or corrected in the event of an error.

Account Nickname	Bank Name	Bank Routing #	Bank Account#
	Putnam County Bank	051502858	9503

M. [illegible] Chairman 6/23/21

Signature of Authorized Person | Title | Date

PUTNAM PSD (WV)
Water Refunding and Revenue Bonds
Series 2021 A

DTC FAST CLOSING
Tuesday, June 29, 2021

SOURCES:		
2021 A Par Amount		16,055,000.00
Reoffering Premium		138,535.70
TOTAL SOURCES OF FUNDS		**16,193,535.70**
USES:		
Deposit to Net Cash Escrow Fund - USDA		10,679,058.61
Deposit to Project Construction Fund		5,000,000.00
Bond Insurance Premium - BAM		104,779.69
Surety Bond Fee - BAM		20,973.23
Underwriters Discount		240,825.00
Costs of Issuance:		
Bond Counsel - Steptoe & Johnson	90,000.00	
Underwriter's Counsel - Jackson Kelly	45,000.00	
Annual CDA Fee - United	100.00	
Annual Fast Agent - United	50.00	
Registrar Fee - United	500.00	
CUSIP - Crews	785.00	
DTC - Crews	800.00	
Day Loan - Crews	655.59	
IPREO - Crews	1,022.20	
Contingency	6,087.21	
	145,000.00	145,000.00
Rounding		2,899.17
TOTAL USES OF FUNDS		**16,193,535.70**

CONTACTS:

United Bank **#2719**
Tom Provenzano *304-348-8356*

DTC
212-855-3752 Tel
212-855-3753 Tel
212-855-3754 Tel

USDA - RUS **Local Office**
Kellie Lilly *304-776-5256* *x113*

Series A CUSIPS

2022	74685W AN6	2030	74685W AV8
2023	74685W AP1	2031	74685W AW6
2024	74685W AQ9	2036	74685W AX4
2025	74685W AR7	2041	74685W AY2
2026	74685W AS5	2046	74685W AZ9
2027	74685W AT3	2051	74685W BA3
2028	74685W AU0		

WV Muni Bond Commission
Sara Boardman Rogers *304-558-3971*
Sara.L.Rogers@wv.gov
SaraRogers812@ymail.com
Patty Lawrence *304-558-3971*
Patty.A.Lawrence@wv.gov

$0.00 **Crews & Associates** **BD #5158**

WIRE INSTRUCTIONS:

WIRES FROM CREWS

From: Crews & Associates, Inc. (Huntington Banks)		→	**To:**	**United Bank**
Costs of Issuance Fund	145,000.00		Bank:	United Bank / Trust Department
Costs of Issuance Fund (Rounding)	2,899.17		City:	Charleston, WV
Payoff of USDA Loans	10,679,058.61		ABA#:	056 004 445
			Acct #:	800-5682
Total Wire	10,826,957.78		Acct Name:	Incoming Wire Account
From: Crews & Associates, Inc. (Huntington Banks)		→	**To:**	**Build America Mutual**
Bond Insurance Premium	104,779.69		Bank:	First Republic Bank
DSRF Surety Premium	20,973.23		City:	New York, NY
			ABA#:	321 081669
Total Wire	125,752.92		Acct #:	80001613703
			OBI Field:	#2021B0648 and #2021R0648
From: Crews & Associates, Inc. (Huntington Banks)		→	**To:**	**Putnam PSD**
Project Funds	5,000,000.00		Bank:	Putnam County Bank
			City:	Hurricane, WV
			ABA#:	051 502 858
Total Wire	5,000,000.00		Acct #:	1571956

WIRE FROM UNITED

From: United Bank		→	**To:**	**TREAS NYC**
Payoff of USDA Loans	10,679,058.61		Routing Transit #:	021030004
			Financial Institution:	TREAS NYC
			Business Function Code:	CTR
			Beneficiary ID:	D
			Account:	12200408
Total Wire	10,679,058.61		Beneficiary Name:	TREASURY
			Beneficiary Address:	NY
			RE:	USDA loan payoffs / Putnam PSD (WV)

TRANSFER INSTRUCTIONS:

From: WV Municipal Bond Commission		→	**To:**	**Putnam PSD**
Existing DSR Funds	446,194.07		Bank:	Putnam County Bank
			City:	Hurricane, WV
			ABA#:	051 502 858
			Acct #:	2069503

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Total Issue Sources And Uses

Dated 06/29/2021 | Delivered 06/29/2021

	Refunding	New Money	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$10,930,000.00	$5,125,000.00	$16,055,000.00
Reoffering Premium	101,647.30	36,888.40	138,535.70
Total Sources	**$11,031,647.30**	**$5,161,888.40**	**$16,193,535.70**
Uses Of Funds			
Deposit to Escrow Fund	10,679,058.61	-	10,679,058.61
Deposit to Project Construction Fund	-	5,000,000.00	5,000,000.00
Total Underwriter's Discount (1.500%)	163,950.00	76,875.00	240,825.00
Costs of Issuance	98,713.80	46,286.20	145,000.00
Gross Bond Insurance Premium	70,943.27	33,836.42	104,779.69
Surety Bond Fee	14,278.25	6,694.98	20,973.23
Rounding Amount	4,703.37	(1,804.20)	2,899.17
Total Uses	**$11,031,647.30**	**$5,161,888.40**	**$16,193,535.70**

Final

$10,930,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	Old D/S	Savings
06/01/2022	260,000.00	3.000%	238,574.28	498,574.28	553,602.65	55,028.37
06/01/2023	275,000.00	3.000%	250,895.00	525,895.00	580,379.72	54,484.72
06/01/2024	280,000.00	3.000%	242,645.00	522,645.00	580,379.70	57,734.70
06/01/2025	290,000.00	0.700%	234,245.00	524,245.00	580,379.69	56,134.69
06/01/2026	290,000.00	0.850%	232,215.00	522,215.00	580,379.68	58,164.68
06/01/2027	295,000.00	1.000%	229,750.00	524,750.00	580,379.67	55,629.67
06/01/2028	295,000.00	1.000%	226,800.00	521,800.00	580,379.65	58,579.65
06/01/2029	300,000.00	3.000%	223,850.00	523,850.00	580,379.74	56,529.74
06/01/2030	310,000.00	3.000%	214,850.00	524,850.00	580,379.72	55,529.72
06/01/2031	320,000.00	3.000%	205,550.00	525,550.00	580,379.70	54,829.70
06/01/2032	325,000.00	2.000%	195,950.00	520,950.00	580,379.69	59,429.69
06/01/2033	335,000.00	2.000%	189,450.00	524,450.00	580,379.68	55,929.68
06/01/2034	340,000.00	2.000%	182,750.00	522,750.00	580,379.71	57,629.71
06/01/2035	345,000.00	2.000%	175,950.00	520,950.00	580,379.67	59,429.67
06/01/2036	355,000.00	2.000%	169,050.00	524,050.00	580,379.71	56,329.71
06/01/2037	360,000.00	3.000%	161,950.00	521,950.00	580,379.66	58,429.66
06/01/2038	370,000.00	3.000%	151,150.00	521,150.00	580,379.67	59,229.67
06/01/2039	385,000.00	3.000%	140,050.00	525,050.00	580,379.70	55,329.70
06/01/2040	395,000.00	3.000%	128,500.00	523,500.00	580,379.68	56,879.68
06/01/2041	405,000.00	3.000%	116,650.00	521,650.00	580,379.73	58,729.73
06/01/2042	420,000.00	2.250%	104,500.00	524,500.00	580,379.74	55,879.74
06/01/2043	430,000.00	2.250%	95,050.00	525,050.00	580,379.77	55,329.77
06/01/2044	440,000.00	2.250%	85,375.00	525,375.00	580,379.77	55,004.77
06/01/2045	450,000.00	2.250%	75,475.00	525,475.00	580,379.72	54,904.72
06/01/2046	460,000.00	2.250%	65,350.00	525,350.00	580,379.72	55,029.72
06/01/2047	470,000.00	2.500%	55,000.00	525,000.00	580,379.71	55,379.71
06/01/2048	480,000.00	2.500%	43,250.00	523,250.00	580,379.74	57,129.74
06/01/2049	485,000.00	2.500%	31,250.00	516,250.00	570,743.07	54,493.07
06/01/2050	475,000.00	2.500%	19,125.00	494,125.00	552,299.72	58,174.72
06/01/2051	290,000.00	2.500%	7,250.00	297,250.00	356,138.58	58,888.58
06/01/2052	-	-	-	-	231,491.86	231,491.86
06/01/2053	-	-	-	-	231,491.91	231,491.91
06/01/2054	-	-	-	-	19,291.00	19,291.00
Total	**$10,930,000.00**	**-**	**$4,492,449.28**	**$15,422,449.28**	**$17,604,931.13**	**$2,182,481.85**

PV Analysis Summary (Gross to Gross)

Net Present Value Benefit	$1,560,801.71
Net PV Benefit / $10,640,648 Refunded Principal	14.668%
Net PV Benefit / $10,930,000 Refunding Principal	14.280%

Refunding Bond Information

Refunding Dated Date	6/29/2021
Refunding Delivery Date	6/29/2021

Crews&Associates
Investment Bankers

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
06/01/2022	370,000.00	3.000%	350,847.92	720,847.92	720,847.92
06/01/2023	390,000.00	3.000%	369,337.50	759,337.50	759,337.50
06/01/2024	405,000.00	3.000%	357,637.50	762,637.50	762,637.50
06/01/2025	415,000.00	0.700%	345,487.50	760,487.50	760,487.50
06/01/2026	420,000.00	0.850%	342,582.50	762,582.50	762,582.50
06/01/2027	420,000.00	1.000%	339,012.50	759,012.50	759,012.50
06/01/2028	425,000.00	1.000%	334,812.50	759,812.50	759,812.50
06/01/2029	430,000.00	3.000%	330,562.50	760,562.50	760,562.50
06/01/2030	445,000.00	3.000%	317,662.50	762,662.50	762,662.50
06/01/2031	455,000.00	3.000%	304,312.50	759,312.50	759,312.50
06/01/2032	470,000.00	2.000%	290,662.50	760,662.50	760,662.50
06/01/2033	480,000.00	2.000%	281,262.50	761,262.50	761,262.50
06/01/2034	490,000.00	2.000%	271,662.50	761,662.50	761,662.50
06/01/2035	500,000.00	2.000%	261,862.50	761,862.50	761,862.50
06/01/2036	510,000.00	2.000%	251,862.50	761,862.50	761,862.50
06/01/2037	520,000.00	3.000%	241,662.50	761,662.50	761,662.50
06/01/2038	535,000.00	3.000%	226,062.50	761,062.50	761,062.50
06/01/2039	550,000.00	3.000%	210,012.50	760,012.50	760,012.50
06/01/2040	565,000.00	3.000%	193,512.50	758,512.50	758,512.50
06/01/2041	585,000.00	3.000%	176,562.50	761,562.50	761,562.50
06/01/2042	600,000.00	2.250%	159,012.50	759,012.50	759,012.50
06/01/2043	615,000.00	2.250%	145,512.50	760,512.50	760,512.50
06/01/2044	630,000.00	2.250%	131,675.00	761,675.00	761,675.00
06/01/2045	645,000.00	2.250%	117,500.00	762,500.00	762,500.00
06/01/2046	655,000.00	2.250%	102,987.50	757,987.50	757,987.50
06/01/2047	670,000.00	2.500%	88,250.00	758,250.00	758,250.00
06/01/2048	690,000.00	2.500%	71,500.00	761,500.00	761,500.00
06/01/2049	705,000.00	2.500%	54,250.00	759,250.00	759,250.00
06/01/2050	725,000.00	2.500%	36,625.00	761,625.00	761,625.00
06/01/2051	740,000.00	2.500%	18,500.00	758,500.00	758,500.00
Total	**$16,055,000.00**	-	**$6,723,192.92**	**$22,778,192.92**	**$22,778,192.92**

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
06/01/2022	Serial Coupon	3.000%	0.400%	370,000.00	102.390%		-	-	-	378,843.00
06/01/2023	Serial Coupon	3.000%	0.450%	390,000.00	104.874%		-	-	-	409,008.60
06/01/2024	Serial Coupon	3.000%	0.550%	405,000.00	107.092%		-	-	-	433,722.60
06/01/2025	Serial Coupon	0.700%	0.700%	415,000.00	100.000%		-	-	-	415,000.00
06/01/2026	Serial Coupon	0.850%	0.850%	420,000.00	100.000%		-	-	-	420,000.00
06/01/2027	Serial Coupon	1.000%	1.000%	420,000.00	100.000%		-	-	-	420,000.00
06/01/2028	Serial Coupon	1.000%	1.100%	425,000.00	99.335%		-	-	-	422,173.75
06/01/2030	Term 1 Coupon	3.000%	1.320%	875,000.00	111.078%	c	1.659%	06/01/2028	100.000%	971,932.50
06/01/2031	Serial Coupon	3.000%	1.500%	455,000.00	109.826%	c	1.908%	06/01/2028	100.000%	499,708.30
06/01/2036	Term 2 Coupon	2.000%	2.050%	2,450,000.00	99.359%		-	-	-	2,434,295.50
06/01/2041	Term 3 Coupon	3.000%	2.000%	2,755,000.00	106.433%	c	2.585%	06/01/2028	100.000%	2,932,229.15
06/01/2046	Term 4 Coupon	2.250%	2.500%	3,145,000.00	95.382%		-	-	-	2,999,763.90
06/01/2051	Term 5 Coupon	2.500%	2.600%	3,530,000.00	97.928%		-	-	-	3,456,858.40
Total		-	-	**$16,055,000.00**	-	-	-	-	-	**$16,193,535.70**

Bid Information

Par Amount of Bonds	$16,055,000.00
Reoffering Premium or (Discount)	138,535.70
Gross Production	$16,193,535.70
Total Underwriter's Discount (1.500%)	$(240,825.00)
Bid (99.363%)	15,952,710.70
Total Purchase Price	$15,952,710.70
Bond Year Dollars	$275,556.28
Average Life	17.163 Years
Average Coupon	2.4398620%
Net Interest Cost (NIC)	2.4769830%
True Interest Cost (TIC)	2.4806881%

Crews&Associates
Investment Bankers

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Proof of Bond Yield @ 2.3528339%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
06/29/2021	-	1.0000000x	-	-
12/01/2021	160,629.17	0.9901724x	159,050.57	159,050.57
06/01/2022	560,218.75	0.9786593x	548,263.28	707,313.85
12/01/2022	184,668.75	0.9672800x	178,626.40	885,940.25
06/01/2023	574,668.75	0.9560331x	549,402.35	1,435,342.60
12/01/2023	178,818.75	0.9449169x	168,968.87	1,604,311.47
06/01/2024	583,818.75	0.9339300x	545,245.86	2,149,557.33
12/01/2024	172,743.75	0.9230709x	159,454.72	2,309,012.05
06/01/2025	587,743.75	0.9123380x	536,220.94	2,845,232.99
12/01/2025	171,291.25	0.9017299x	154,458.44	2,999,691.43
06/01/2026	591,291.25	0.8912451x	526,985.43	3,526,676.86
12/01/2026	169,506.25	0.8808823x	149,315.05	3,675,991.91
06/01/2027	589,506.25	0.8706399x	513,247.66	4,189,239.57
12/01/2027	167,406.25	0.8605166x	144,055.86	4,333,295.44
06/01/2028	4,677,406.25	0.8505111x	3,978,185.85	8,311,481.29
12/01/2028	104,006.25	0.8406219x	87,429.93	8,398,911.22
06/01/2029	104,006.25	0.8308476x	86,413.35	8,485,324.57
12/01/2029	104,006.25	0.8211870x	85,408.59	8,570,733.15
06/01/2030	104,006.25	0.8116388x	84,415.51	8,655,148.66
12/01/2030	104,006.25	0.8022016x	83,433.98	8,738,582.63
06/01/2031	104,006.25	0.7928741x	82,463.86	8,821,046.49
12/01/2031	104,006.25	0.7836550x	81,505.02	8,902,551.51
06/01/2032	574,006.25	0.7745431x	444,592.61	9,347,144.12
12/01/2032	99,306.25	0.7655372x	76,022.63	9,423,166.75
06/01/2033	579,306.25	0.7566360x	438,323.99	9,861,490.73
12/01/2033	94,506.25	0.7478383x	70,675.40	9,932,166.13
06/01/2034	584,506.25	0.7391429x	432,033.67	10,364,199.80
12/01/2034	89,606.25	0.7305486x	65,461.72	10,429,661.52
06/01/2035	589,606.25	0.7220543x	425,727.71	10,855,389.23
12/01/2035	84,606.25	0.7136587x	60,379.98	10,915,769.22
06/01/2036	594,606.25	0.7053607x	419,411.87	11,335,181.09
12/01/2036	79,506.25	0.6971592x	55,428.51	11,390,609.60
06/01/2037	79,506.25	0.6890531x	54,784.02	11,445,393.63
12/01/2037	79,506.25	0.6810412x	54,147.03	11,499,540.66
06/01/2038	79,506.25	0.6731224x	53,517.44	11,553,058.10
12/01/2038	79,506.25	0.6652958x	52,895.17	11,605,953.27
06/01/2039	79,506.25	0.6575601x	52,280.14	11,658,233.41
12/01/2039	79,506.25	0.6499144x	51,672.26	11,709,905.67
06/01/2040	79,506.25	0.6423576x	51,071.45	11,760,977.12
12/01/2040	79,506.25	0.6348887x	50,477.62	11,811,454.74
06/01/2041	79,506.25	0.6275066x	49,890.70	11,861,345.43
12/01/2041	79,506.25	0.6202103x	49,310.60	11,910,656.03
06/01/2042	679,506.25	0.6129989x	416,536.59	12,327,192.63
12/01/2042	72,756.25	0.6058713x	44,080.93	12,371,273.55
06/01/2043	687,756.25	0.5988266x	411,846.77	12,783,120.32
12/01/2043	65,837.50	0.5918639x	38,966.84	12,822,087.16
06/01/2044	695,837.50	0.5849820x	407,052.43	13,229,139.59
12/01/2044	58,750.00	0.5781802x	33,968.09	13,263,107.68
06/01/2045	703,750.00	0.5714575x	402,163.21	13,665,270.89
12/01/2045	51,493.75	0.5648129x	29,084.34	13,694,355.23
06/01/2046	706,493.75	0.5582456x	394,397.06	14,088,752.29
12/01/2046	44,125.00	0.5517547x	24,346.18	14,113,098.46
06/01/2047	714,125.00	0.5453392x	389,440.39	14,502,538.85
12/01/2047	35,750.00	0.5389984x	19,269.19	14,521,808.04
06/01/2048	725,750.00	0.5327312x	386,629.69	14,908,437.74
12/01/2048	27,125.00	0.5265370x	14,282.32	14,922,720.05
06/01/2049	732,125.00	0.5204147x	381,008.63	15,303,728.68
12/01/2049	18,312.50	0.5143637x	9,419.28	15,313,147.96
06/01/2050	743,312.50	0.5083830x	377,887.40	15,691,035.37
12/01/2050	9,250.00	0.5024718x	4,647.86	15,695,683.23
06/01/2051	749,250.00	0.4966294x	372,099.55	16,067,782.78
Total	**$21,783,692.92**	-	**$16,067,782.78**	-

Derivation Of Target Amount

Par Amount of Bonds	$16,055,000.00
Reoffering Premium or (Discount)	138,535.70
Bond Insurance Premium	(104,779.69)
Other Credit Enhancement Fees	(20,973.23)
Original Issue Proceeds	$16,067,782.78

Crews&Associates
Investment Bankers

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
06/01/2022	370,000.00	3.000%	102.390%	378,843.00	0.9222222x	349,377.43
06/01/2023	390,000.00	3.000%	104.874%	409,008.60	1.9222222x	786,205.42
06/01/2024	405,000.00	3.000%	107.092%	433,722.60	2.9222222x	1,267,433.82
06/01/2025	415,000.00	0.700%	100.000%	415,000.00	3.9222222x	1,627,722.22
06/01/2026	420,000.00	0.850%	100.000%	420,000.00	4.9222222x	2,067,333.33
06/01/2027	420,000.00	1.000%	100.000%	420,000.00	5.9222222x	2,487,333.33
06/01/2028	425,000.00	1.000%	99.335%	422,173.75	6.9222222x	2,922,380.51
06/01/2029	430,000.00	3.000%	111.078%	477,635.40	7.9222222x	3,783,933.78
06/01/2030	445,000.00	3.000%	111.078%	494,297.10	8.9222222x	4,410,228.57
06/01/2031	455,000.00	3.000%	109.826%	499,708.30	9.9222222x	4,958,216.80
06/01/2032	470,000.00	2.000%	99.359%	466,987.30	10.9222222x	5,100,539.07
06/01/2033	480,000.00	2.000%	99.359%	476,923.20	11.9222222x	5,685,984.37
06/01/2034	490,000.00	2.000%	99.359%	486,859.10	12.9222222x	6,291,301.48
06/01/2035	500,000.00	2.000%	99.359%	496,795.00	13.9222222x	6,916,490.39
06/01/2036	510,000.00	2.000%	99.359%	506,730.90	14.9222222x	7,561,551.10
06/01/2037	520,000.00	3.000%	106.433%	553,451.60	15.9222222x	8,812,179.36
06/01/2038	535,000.00	3.000%	106.433%	569,416.55	16.9222222x	9,635,793.40
06/01/2039	550,000.00	3.000%	106.433%	585,381.50	17.9222222x	10,491,337.33
06/01/2040	565,000.00	3.000%	106.433%	601,346.45	18.9222222x	11,378,811.16
06/01/2041	585,000.00	3.000%	106.433%	622,633.05	19.9222222x	12,404,233.99
06/01/2042	600,000.00	2.250%	95.382%	572,292.00	20.9222222x	11,973,620.40
06/01/2043	615,000.00	2.250%	95.382%	586,599.30	21.9222222x	12,859,560.21
06/01/2044	630,000.00	2.250%	95.382%	600,906.60	22.9222222x	13,774,114.62
06/01/2045	645,000.00	2.250%	95.382%	615,213.90	23.9222222x	14,717,283.63
06/01/2046	655,000.00	2.250%	95.382%	624,752.10	24.9222222x	15,570,210.67
06/01/2047	670,000.00	2.500%	97.928%	656,117.60	25.9222222x	17,008,026.23
06/01/2048	690,000.00	2.500%	97.928%	675,703.20	26.9222222x	18,191,431.71
06/01/2049	705,000.00	2.500%	97.928%	690,392.40	27.9222222x	19,277,290.01
06/01/2050	725,000.00	2.500%	97.928%	709,978.00	28.9222222x	20,534,141.49
06/01/2051	740,000.00	2.500%	97.928%	724,667.20	29.9222222x	21,683,653.00
Total	**$16,055,000.00**	-	-	**$16,193,535.70**	-	**$274,527,718.83**

Description of Bonds

Final Maturity Date	6/01/2051
Issue price of entire issue	16,193,535.70
Stated Redemption at Maturity	16,055,000.00
Weighted Average Maturity = Bond Years/Issue Price	16.953 Years
Bond Yield for Arbitrage Purposes	2.3528339%

Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	385,825.00
Proceeds used for credit enhancement	(125,752.92)
Proceeds allocated to reasonably required reserve or replacement fund	-

Description of Refunded Bonds

Proceeds used to currently refund prior issue	-
Proceeds used to advance refund prior issue	-
Remaining weighted average maturity of the bonds to be currently refunded	17.949 Years
Remaining weighted average maturity of the bonds to be advance refunded	-
Last date on which the refunded bonds will be called	6/29/2021

Crews&Associates
Investment Bankers

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Derivation Of Insurance Premium

Maturity	Type	Coupon	Yield	Gross P+I	Fee	Premium
06/01/2022	Serial	3.000%	0.400%	380,236.67	0.460%	1,749.09
06/01/2023	Serial	3.000%	0.450%	412,490.00	0.460%	1,897.45
06/01/2024	Serial	3.000%	0.550%	440,505.00	0.460%	2,026.32
06/01/2025	Serial	0.700%	0.700%	426,394.06	0.460%	1,961.41
06/01/2026	Serial	0.850%	0.850%	437,572.33	0.460%	2,012.83
06/01/2027	Serial	1.000%	1.000%	444,873.33	0.460%	2,046.42
06/01/2028	Serial	1.000%	1.100%	454,419.44	0.460%	2,090.33
06/01/2030	Term 1	3.000%	1.320%	1,096,308.33	0.460%	5,043.02
06/01/2031	Serial	3.000%	1.500%	590,438.33	0.460%	2,716.02
06/01/2036	Term 2	2.000%	2.050%	3,085,188.89	0.460%	14,191.87
06/01/2041	Term 3	3.000%	2.000%	4,241,071.67	0.460%	19,508.93
06/01/2046	Term 4	2.250%	2.500%	4,770,183.75	0.460%	21,942.85
06/01/2051	Term 5	2.500%	2.600%	5,998,511.11	0.460%	27,593.15
Total	-	-	-	**$22,778,192.92**	-	**$104,779.69**

INSURANCE PREMIUM ALLOCATION BY PURPOSE

Refunding	70,943.27
New Money	33,836.42
Premium	104,779.69

Final

$16,055,000

Putnam Public Service District

Water Refunding Revenue Bonds

Series 2021 A

Proof of Reserve Fund Requirement

Date	Principal	Interest	TOTAL P+I
06/01/2022	370,000.00	350,847.92	720,847.92
06/01/2023	390,000.00	369,337.50	759,337.50
06/01/2024	405,000.00	357,637.50	762,637.50
06/01/2025	415,000.00	345,487.50	760,487.50
06/01/2026	420,000.00	342,582.50	762,582.50
06/01/2027	420,000.00	339,012.50	759,012.50
06/01/2028	425,000.00	334,812.50	759,812.50
06/01/2029	430,000.00	330,562.50	760,562.50
06/01/2030	445,000.00	317,662.50	762,662.50
06/01/2031	455,000.00	304,312.50	759,312.50
06/01/2032	470,000.00	290,662.50	760,662.50
06/01/2033	480,000.00	281,262.50	761,262.50
06/01/2034	490,000.00	271,662.50	761,662.50
06/01/2035	500,000.00	261,862.50	761,862.50
06/01/2036	510,000.00	251,862.50	761,862.50
06/01/2037	520,000.00	241,662.50	761,662.50
06/01/2038	535,000.00	226,062.50	761,062.50
06/01/2039	550,000.00	210,012.50	760,012.50
06/01/2040	565,000.00	193,512.50	758,512.50
06/01/2041	585,000.00	176,562.50	761,562.50
06/01/2042	600,000.00	159,012.50	759,012.50
06/01/2043	615,000.00	145,512.50	760,512.50
06/01/2044	630,000.00	131,675.00	761,675.00
06/01/2045	645,000.00	117,500.00	762,500.00
06/01/2046	655,000.00	102,987.50	757,987.50
06/01/2047	670,000.00	88,250.00	758,250.00
06/01/2048	690,000.00	71,500.00	761,500.00
06/01/2049	705,000.00	54,250.00	759,250.00
06/01/2050	725,000.00	36,625.00	761,625.00
06/01/2051	740,000.00	18,500.00	758,500.00
Total	**$16,055,000.00**	**$6,723,192.92**	**$22,778,192.92**

PROOF OF RESERVE FUND

MAXIMUM PERIODIC DEBT SERVICE

100 % of the Maximum Periodic Debt Service	762,662.50

AVERAGE PERIODIC DEBT SERVICE

Total P+I	22,778,192.92
Bond Years (Delivery Date)	29.92
125 % of the Average Periodic Debt Service	951,558.37

PERCENT OF PAR

10 % of Par	1,605,500.00

RESERVE REQUIREMENT

Computed Requirement	762,662.50
Proof's Requirement	762,662.50

Crews&Associates
Investment Bankers

WEST VIRGINIA Water Development Authority
Since 1974

June 29, 2021

$16,055,000
Putnam Public Service District (West Virginia)
Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Lowe and Associates PLLC, the certified public accountant of the Issuer and Steptoe & Johnson PLLC, as bond counsel, stating that the coverage and parity requirements have been met as required under the Bond Legislation (defined herein), the undersigned duly authorized representative of the West Virginia Water Development Authority, the registered owner of the Series 1999 A Bonds, Series 1999 B Bonds, Series 2008 A Bonds, Series 2009 A Bonds and Series 2009 B Bonds, hereinafter defined and described, hereby consents to the issuance of the Water Refunding Revenue Bonds, Series 2021 A (Tax-Exempt), dated June 29, 2021, issued in the original aggregate principal amount of $16,055,000 (the "Series 2021 A Bonds"), by Putnam Public Service District (the "Issuer"), under the terms of the Bond Resolution adopted by the Public Service Board (the "Board") of the Issuer on May 27, 2021, as supplemented by a Supplemental Parameters Resolution adopted by the Board of the Issuer on May 27, 2021 and a Certificate of Determinations dated June 23, 2021 signed by the Chairman of the Board (collectively, the "Bond Legislation") authorizing the Series 2021 A Bonds, and on a parity with respect to liens, pledge and source of and security for payment, with the Issuer's:

(1) Water Revenue Bond, Series 1999 A (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $6,440,000 (the "Series 1999 A Bonds");

(2) Water Revenue Bond, Series 1999 B (West Virginia Water Development Authority), dated June 16, 1999, issued in the original aggregate principal amount of $5,425,000 (the "Series 1999 B Bonds");

(3) Water Revenue Bond, Series 2008 A (West Virginia Water Development Authority), dated January 28, 2008, issued in the original aggregate principal amount of $1,436,000 (the "Series 2008 A Bonds");

(4) Water Revenue Bond, Series 2009 A (West Virginia DWTRF Program), dated December 4, 2009, issued in the original aggregate principal amount of $627,000 (the "Series 2009 A Bonds");

(5) Water Revenue Bonds, Series 2009 B (West Virginia DWTRF Program/ARRA), dated December 4, 2009, issued in the original aggregate principal amount of $100,000 (the "Series 2009 B Bonds").

1009 Bullitt Street, Charleston, WV 25301
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www.wvwda.org

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Authorized Representative

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